



# CITY COUNCIL Agenda

Council Chamber  
1200 Carlsbad Village Drive  
Carlsbad, CA 92008

June 11, 2024, 5 p.m.

## Welcome to Your City Council Meeting

We welcome your interest and involvement in the city's legislative process. This agenda includes information about topics coming before the City Council and the action recommended by city staff. You can read about each topic in the staff reports, which are available on the city website and in the Office of the City Clerk. The City Clerk is also available to answer any questions you have about City Council meeting procedures.

## How to Watch

### In Person



City Council Chamber  
1200 Carlsbad Village Drive

### On TV



Watch the city's cable channel  
Spectrum 24 and AT&T U-verse 99

### Online



Watch the livestream at  
[carlsbadca.gov/watch](https://carlsbadca.gov/watch)

## How to Participate

If you would like to provide comments to the City Council, please:

- Fill out a speaker request form, located in the foyer.
- Submit the form to the City Clerk before the item begins.
- When it's your turn, the City Clerk will call your name and invite you to the podium.
- For non-agenda public comment, speakers must confine their remarks to matters within the City Council's subject matter jurisdiction.
- For public comment on agenda items, speakers must confine their remarks to the question or matter under consideration.
- Speakers have three minutes, unless the presiding officer (usually the Mayor) 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 City Council.
- Failure to comply with the rules for public participation is disruptive conduct. Continuing disruptive conduct after being asked by the presiding official to cease may result in removal from the meeting.

## 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](mailto:manager@carlsbadca.gov) by noon on the Monday before the meeting to make arrangements. City staff will respond to requests by noon on Tuesday, the day of the meeting, and will seek to resolve requests before the start of the meeting in order to maximize accessibility.

**More information about City Council meeting procedures can be found at the end of this agenda and in the Carlsbad Municipal Code chapter 1.20.**

*The City Council also sits as the Carlsbad Municipal Water District Board, Public Financing Authority Board, Community Development Commission and Successor Agency to the Redevelopment Agency. When considering items presented to the Carlsbad Municipal Water District Board, each member receives an additional \$100 per meeting (max \$300/month). When considering items presented to the Community Development Commission each member receives an additional \$75 per meeting (max \$150/month).*

**CALL TO ORDER:**

**ROLL CALL:**

**ANNOUNCEMENT OF CONCURRENT MEETINGS:** City Council is serving as the Carlsbad Municipal Water District Board of Directors on Consent Calendar Item Nos. 8 and 9 and as the City of Carlsbad City Council and the Carlsbad Municipal Water District Board of Directors on Consent Calendar Item No. 10.

**PLEDGE OF ALLEGIANCE:**

**APPROVAL OF MINUTES:**

Minutes of the Regular Meeting held April 9, 2024  
Minutes of the Special Meeting held April 16, 2024  
Minutes of the Special Meeting held April 23, 2024  
Minutes of the Special Meeting held May 7, 2024  
Minutes of the Special Meeting held May 21, 2024

**PRESENTATIONS:**

Proclamation in Recognition of LGBTQIA+ Pride Month  
Proclamation in Recognition of National Gun Violence Awareness Day  
Recognition of Donation from The Joyce Gammon Trust

**PUBLIC REPORT OF ANY ACTION TAKEN IN CLOSED SESSION:**

**PUBLIC COMMENT:** *The Brown Act allows any member of the public to comment on items not on the agenda, provided remarks are confined to matters within the City Council's subject matter jurisdiction. Please treat others with courtesy, civility, and respect. Members of the public may participate in the meeting by submitting comments as provided on the front page of this agenda. The City Council will receive comments as requested up to a total of 15 minutes in the beginning of the meeting. All other non-agenda public comments will be heard at the end of the meeting. In conformance with the Brown Act, no action can occur on these items.*

**CONSENT CALENDAR:** *The items listed under Consent Calendar are considered routine and will be enacted by one motion as listed below. There will be no separate discussion on these items prior to the time the Council votes on the motion unless members of the Council, the City Manager, or the public request specific items be discussed and/or removed from the Consent Calendar for separate action.*

1. **REPORT ON CITY INVESTMENTS AS OF APRIL 30, 2024** – Accept and file Report on City Investments as of April 30, 2024. (Staff contact: Craig Lindholm and Zach Korach, Administrative Services Department)
2. **ANNUAL LEVY OF BENEFIT ASSESSMENTS FOR THE BUENA VISTA CHANNEL MAINTENANCE DISTRICT BENEFIT AREA NO. 1 FOR FISCAL YEAR 2024-25** – Adoption of a resolution authorizing the annual levy of benefit assessments for the Buena Vista Channel Maintenance District Benefit Area No. 1 for fiscal year 2024-25. (Staff contact: Katie Schroeder, Administrative Services Department)

3. INITIATING PROCEEDINGS FOR THE ANNUAL LEVY OF ASSESSMENTS WITHIN STREET LIGHTING AND LANDSCAPING DISTRICT NO. 1, A SPECIAL ASSESSMENT DISTRICT – Adoption of a resolution initiating the proceedings, approving the preliminary engineer’s report for fiscal year 2024-25 and setting a public hearing for July 16, 2024, for the annual levy of assessments within Street Lighting and Landscaping District No. 1, a special assessment district. (Staff contact: Katie Schroeder, Administrative Services Department)
4. INITIATING PROCEEDINGS FOR THE ANNUAL LEVY OF ASSESSMENTS WITHIN STREET LIGHTING AND LANDSCAPING DISTRICT NO. 2, A SPECIAL ASSESSMENT DISTRICT – Adoption of a resolution initiating the proceedings, approving the preliminary engineer’s report for fiscal year 2024-25 and setting a public hearing for July 16, 2024, for the annual levy of assessments within Street Lighting and Landscaping District No. 2, a special assessment district. (Staff contact: Katie Schroeder, Administrative Services Department)
5. RENEWAL OF CISCO SMARTNET MAINTENANCE AND SUPPORT PLAN WITH LOGICALIS INC. – Adoption of a resolution authorizing the City Manager to execute documents necessary to procure Cisco SmartNet Maintenance and Support Services through June 30, 2025, from Logicalis Inc. for an amount not to exceed \$128,566.86. (Staff contact: Maria Callander and Mike Pugliese, Administrative Services Department)
6. CARLSBAD TOURISM BUSINESS IMPROVEMENT DISTRICT ANNUAL REPORT – Accept and file the Carlsbad Tourism Business Improvement District Annual Report for Fiscal Year 2024-25. (Staff contact: Matt Sanford, Administrative Services Department)
7. DONATION TO LIBRARY FROM THE JOYCE GAMMON TRUST ESTATE – Adoption of a resolution accepting a \$387,115 donation from the Joyce Gammon Trust Estate to the City of Carlsbad Library & Cultural Arts Department and authorizing the City Manager, or designee, to appropriate \$50,000 from a new Library & Cultural Arts Donations Special Revenue Fund to support delivery services to homebound patrons. (Staff contact: Suzanne Smithson, Community Services Department)
8. ADVERTISE FOR BIDS FOR THE VALVE REPLACEMENT PHASE III PROJECT, CIP PROJECT NO. 5019-F – Adoption of a Carlsbad Municipal Water District Board of Directors resolution approving plans, specifications and contract documents and authorizing the Secretary to the Board of Directors to advertise for bids for the Valve Replacement Phase III Project. (Staff contact: Timothy Smith and Stephanie Harrison, Public Works Department)
9. 2024 ANNUAL WATER SHORTAGE ASSESSMENT REPORT – Adoption of a Carlsbad Municipal Water District Board of Directors resolution approving the 2024 Annual Water Shortage Assessment Report and authorizing submittal of the assessment tabular report to the California Department of Water Resources on or before July 1, 2024, and granting authority to the Executive Manager to incorporate requested revisions made by the Carlsbad Municipal Water District Board of Directors, if any, into the report prior to its submission. (Staff contact: Keri Martinez and Mariel Cairns, Public Works Department)

10. AGREEMENT WITH KENNEDY/JENKS CONSULTANTS, INC. FOR THE POTABLE WATER AND SEWER MASTER PLAN UPDATES – 1) Adoption of a resolution approving a professional services agreement with Kennedy/Jenks Consultants, Inc. for engineering services for the Potable Water and Sewer Master Plan updates in an amount not to exceed \$791,638; and  
2) Adoption of a Carlsbad Municipal Water District Board of Directors resolution authorizing the use of the water operating budget for the Carlsbad Municipal Water District’s portion of a professional services agreement with Kennedy/Jenks Consultants, Inc. for engineering services for the Potable Water and Sewer Master Plan updates. (Staff contact: Dave Padilla and Sean Diaz, Public Works Department)
11. AWARD OF A CONSTRUCTION CONTRACT AND CONSTRUCTION MANAGEMENT AND INSPECTION AGREEMENT FOR THE EMERGENCY OPERATIONS CENTER RECONFIGURATION PROJECT, CIP PROJECT NO. 4715 – 1) Adoption of a resolution accepting bids and awarding a construction contract to Gilman Builders, Inc. for the Emergency Operations Center Reconfiguration Project in an amount not to exceed \$2,661,000; and  
2) Adoption of a resolution approving a professional services agreement with SchneiderCM for construction management and inspection services for the Emergency Operations Center Reconfiguration Project in an amount not to exceed \$239,480. (Staff contact: Steven Stewart, Public Works Department)
12. CONTINUATION OF PROCLAMATION OF A STORM-RELATED LOCAL EMERGENCY FOR REPAIR OF THE SLOPE BETWEEN EL CAMINO REAL AND TRIESTE DRIVE – Adoption of a resolution continuing the proclamation of a storm-related local emergency for repair of the slope between El Camino Real and Trieste Drive. (Staff contact: Tom Frank, Public Works Department)

**BOARD AND COMMISSION MEMBER APPOINTMENTS:** None.

**ORDINANCES FOR INTRODUCTION:** None.

**ORDINANCES FOR ADOPTION:** None.

**PUBLIC HEARING:**

13. REMOVING THE COLLEGE BOULEVARD AND PALOMAR AIRPORT ROAD IMPROVEMENTS PROJECT FROM THE CAPITAL IMPROVEMENT PROGRAM AND THE ASSOCIATED LEVEL OF SERVICE DEFICIENCY DECLARATION AND REVISING THE MELROSE DRIVE AND PALOMAR AIRPORT ROAD IMPROVEMENTS PROJECT’S SCOPE OF WORK, CIP PROJECT NOS. 6028 AND 6034 – 1) Hold a public hearing; and  
2) Adoption of a resolution authorizing removal of the Growth Management Plan Vehicular Level of Service Deficiency Declaration for the street facility of College Boulevard and Palomar Airport Road and the Associated Project No. 6028 from the Capital Improvement Program, revising the scope of work of the Melrose Drive and Palomar Airport Road Improvements, Capital Improvement Program Project No. 6034 and adopting related California Environmental Quality Act findings. (Staff contact: Tom Frank and Nathan Schmidt, Public Works Department)

**City Manager’s Recommendation:** Take public input, close the public hearing and adopt the resolution.

**DEPARTMENTAL AND CITY MANAGER REPORTS:**

14. UPDATE ON THE COUNTY OF SAN DIEGO’S ACTION ITEMS FOR AFFIRMED HOUSING’S WINDSOR POINTE AFFORDABLE HOUSING PROJECT – Receive an update on the County of San Diego’s action items related to Windsor Pointe. (Staff contact: Mandy Mills, Community Services Department)

**City Manager’s Recommendation:** Receive the update.

15. PROPOSED BALLOT MEASURE OPTIONS FOR PROPOSITION H AMENDMENTS OR EXEMPTIONS – Receive a report on proposed ballot measure options for Proposition H amendments or exemptions and provide direction to staff. (Staff contact: Cindie McMahon, City Attorney Department and Zach Korach, Administrative Services Department)

**City Manager’s Recommendation:** Receive the report and provide direction to staff.

**COUNCIL COMMENTARY AND REQUESTS FOR CONSIDERATION OF MATTERS:** *This portion of the agenda is for the City Council Members to make brief announcements, brief reports of their activities and requests for future agenda items.*

**City Council Regional Assignments (Revised 12/12/23)**

**Keith Blackburn  
Mayor** Buena Vista Lagoon JPC  
Chamber of Commerce Liaison (alternate)  
Encina Joint Powers JAC  
Encina Wastewater Authority Board of Directors  
Economic Development Subcommittee  
SANDAG Board of Directors (2<sup>nd</sup> alternate)  
SANDAG Shoreline Preservation Work Group (alternate)

**Priya Bhat-Patel  
Mayor Pro Tem – District 3** City/School Committee  
Clean Energy Alliance JPA  
Economic Development Subcommittee  
League of California Cities – SD Division (alternate)  
North County Transit District  
SANDAG Board of Directors (1<sup>st</sup> alternate)

**Melanie Burkholder  
Council Member – District 1** City Council Legislative Subcommittee  
North County Dispatch Joint Powers Authority (alternate)  
SANDAG Board of Directors

**Teresa Acosta  
Council Member – District 4** Chamber of Commerce Liaison  
City Council Legislative Subcommittee  
City/School Committee  
Clean Energy Alliance JPA (alternate)  
Encina Joint Powers JAC (alternate)  
Encina Wastewater Authority Board of Directors (alternate)  
League of California Cities – SD Division  
North County Dispatch Joint Powers Authority  
San Diego County Water Authority

**Carolyn Luna  
Council Member – District 2** Buena Vista Lagoon JPC  
Encina Joint Powers JAC

**PUBLIC COMMENT:** Continuation of the Public Comments

*This portion of the agenda is set aside for continuation of public comments, if necessary, due to exceeding the total time allotted in the first public comments section. In conformance with the Brown Act, no Council action can occur on these items.*

**ANNOUNCEMENTS:**

This section of the Agenda is designated for announcements to advise the community regarding events that Members of the City Council have been invited to, and may participate in.

**CITY MANAGER COMMENTS:**

**CITY ATTORNEY COMMENTS:**

**CITY CLERK COMMENTS:**

**ADJOURNMENT:**

**City Council Meeting Procedures (continued from page 1)**

**Written Materials**

Written materials related to the agenda that are submitted to the City Council after the agenda packet has been published will be available for review prior to the meeting during normal business hours at the City Clerk's office, 1200 Carlsbad Village Drive and on the city website. To review these materials during the meeting, please see the City Clerk.

**Visual Materials**

Visual materials, such as pictures, charts, maps or slides, are allowed for comments on agenda items, not general public comment. Please contact the City Manager's Office at 442-339-2820 or [manager@carlsbadca.gov](mailto:manager@carlsbadca.gov) to make arrangements in advance. All materials must be received by the City Manager's Office no later than noon the day before the meeting. The time spent presenting visual materials is included in the maximum time limit provided to speakers. All materials exhibited to the City Council during the meeting are part of the public record. **Please note that video presentations are not allowed.**

**Decorum**

All participants are expected to conduct themselves with mutual respect. Loud, boisterous and unruly behavior can interfere with the ability of the City Council to conduct the people's business. That's why it is illegal to disrupt a City Council meeting. Following a warning from the presiding officer, those engaging in disruptive behavior are subject to law enforcement action.

**City Council Agenda**

The City Council follows a regular order of business that is specified in the Carlsbad Municipal Code. The City Council may only make decisions about topics listed on the agenda.

**Presentations**

The City Council often recognizes individuals and groups for achievements and contributions to the community. Well-wishers often fill the chamber during presentations to show their support and perhaps get a photo. If you don't see an open seat when you arrive, there will likely be one once the presentations are over.

**Consent Items**

Consent items are considered routine and may be enacted together by one motion and vote. Any City Council member may remove or "pull" an item from the "consent calendar" for a separate vote. Members of the public may pull an item from the consent calendar by requesting to speak about that item. A speaker request form must be submitted to the clerk prior to the start of the consent portion of the agenda.

## **Public Comment**

Members of the public may speak on any city related item that does not appear on the agenda, provided remarks are confined to matters within the City Council’s subject matter jurisdiction. State law prohibits the City Council from taking action on items not listed on the agenda. Comments requiring follow up will be referred to staff and, if appropriate, considered at a future City Council meeting. Members of the public are also welcome to provide comments on agenda items during the portions of the meeting when those items are being discussed, provided remarks are confined to the question or matter under consideration. In both cases, a request to speak form must be submitted to the clerk in advance of that portion of the meeting beginning.

## **Public Hearing**

Certain actions by the City Council require a “public hearing,” which is a time within the regular meeting that has been set aside and noticed according to different rules.

## **Departmental Reports**

This part of the agenda is for items that are not considered routine and do not require a public hearing. These items are usually presented to the City Council by city staff and can be informational in nature or require action. The staff report about each item indicates the purpose of the item and whether or not action is requested.

## **Other Reports**

At the end of each meeting, City Council members and the City Manager, City Attorney and City Clerk are given an opportunity to share information. This usually includes reports about recent meetings, regional issues, and recent or upcoming meetings and events.

## **City Council Actions**

### **Resolution**

A resolution is an official statement of City Council policy that directs administrative or legal action or embodies a public City Council statement. A resolution may be introduced and adopted at the same meeting. Once adopted, it remains City Council policy until changed by subsequent City Council resolution.

### **Ordinance**

Ordinances are city laws contained in the Carlsbad Municipal Code. Enacting a new city law or changing an existing one is a two-step process. First, the ordinance is “introduced” by city staff to the City Council. If the City Council votes in favor of the introduction, the ordinance will be placed on a subsequent City Council meeting agenda for “adoption.” If the City Council votes to adopt the ordinance, it will usually go into effect 30 days later.

### **Motion**

A motion is used to propose City Council direction related to an item on the agenda. Any City Council member may make a motion. A motion must receive a “second” from another City Council member to be eligible for a City Council vote.



CITY COUNCIL  
**Minutes**

Council Chamber  
1200 Carlsbad Village Drive  
Carlsbad, CA 92008

April 9, 2024, 5 p.m.

**CALL TO ORDER:** 5 p.m.

**ROLL CALL:** Blackburn, Bhat-Patel, Acosta, Burkholder, Luna.

**PLEDGE OF ALLEGIANCE:** Assistant Police Chief Christie Calderwood led the Pledge of Allegiance.

**ANNOUNCEMENT OF CONCURRENT MEETINGS:** None.

**APPROVAL OF MINUTES:**

Minutes of the Regular Meeting held Feb. 27, 2024

Motion by Mayor Pro Tem Bhat-Patel, seconded by Council Member Acosta, to approve the minutes as presented. Motion carried unanimously, 5/0.

**PRESENTATIONS:**

Oath of Office for Police Chief Calderwood

City Clerk Sherry Freisinger administered the Oath of Office to Police Chief Calderwood.

Proclamation in Recognition of Arts Commissioner Laurenn Barker

Council Member Burkholder presented the proclamation to Arts Commissioner Laurenn Barker.

Proclamation in Recognition of Earth Month

Mayor Pro Tem Bhat-Patel presented the proclamation to Zero Waste Executive Director Laura Anthony.

**PUBLIC REPORT OF ANY ACTION TAKEN IN CLOSED SESSION:** City Attorney Cindie McMahon announced that there was an unauthorized disclosure of information presented in a closed session held on March 12, 2024. In a closed session meeting held on April 9, 2024, and as authorized by the Brown Act, the City Council voted unanimously to refer the matter to the Grand Jury.

**PUBLIC COMMENT:**

*Mary Lucid spoke regarding her suspension from the Carlsbad Senior Center. .*

**CONSENT CALENDAR:**

Motion by Mayor Pro Tem Bhat-Patel, seconded by Council Member Acosta, to approve Consent Calendar Item Nos. 1 through 4. Motion carried unanimously, 5/0.

1. **ADDITIONAL SETTLEMENT OF THE WORKERS' COMPENSATION CLAIM OF DANIEL STEELE** – Adoption of Resolution No. 2024-067 authorizing an additional settlement of the workers' compensation claim of Daniel Steele in the amount of \$22,330. (Staff contact: Sarah Reiswig and Judy von Kalinowski, Administrative Services Department)



2. ACQUISITION AND RESALE OF TWO UNITS AS PART OF THE CITY'S AFFORDABLE HOUSING RESALE PROGRAM – Adoption of Resolution No. 2024-068 authorizing the City Manager to execute all required documents to complete the purchase and resale of two at-risk affordable housing units, 2778 Carlsbad Blvd., No. 200 and 6172 Colt Place, No. 103, as part of the City's Affordable Housing Resale Program and authorizing the City Manager or designee to appropriate \$747,944 from the Housing Trust Fund for related costs. (Staff contact: Erin Peak, Community Services Department)
3. CONTINUATION OF PROCLAMATION OF A STORM-RELATED LOCAL EMERGENCY FOR REMOVAL OF SEDIMENT AND VEGETATION ON THE BUENA VISTA CREEK CONCRETE CHANNEL NEAR EL CAMINO REAL – Adoption of Resolution No. 2024-069 continuing the proclamation of a storm-related local emergency for removal of sediment and vegetation in the Buena Vista Creek Concrete Channel near El Camino Real. (Staff contact: Tom Frank, Public Works Department)
4. CONTINUATION OF PROCLAMATION OF A STORM-RELATED LOCAL EMERGENCY FOR REPAIR OF THE SLOPE BETWEEN EL CAMINO REAL AND TRIESTE DRIVE – Adoption of Resolution No. 2024-070 continuing the proclamation of a storm-related local emergency for repair of the slope between El Camino Real and Trieste Drive. (Staff contact: Tom Frank, Public Works Department)

**BOARD AND COMMISSION MEMBER APPOINTMENTS:** None.

**ORDINANCES FOR INTRODUCTION:** None.

**ORDINANCES FOR ADOPTION:** None.

**PUBLIC HEARING:**

5. ANNUAL REVIEW OF THE POLICE DEPARTMENT'S MILITARY EQUIPMENT USE POLICY AND INTRODUCTION OF ORDINANCE RENEWING THE POLICY – 1) Receive the Police Department's Annual Military Equipment Report;  
2) Hold a public hearing to receive public comment; and  
3) Introduction of Ordinance No. CS-469 renewing the Police Department's Military Equipment Use Policy, in accordance with California Assembly Bill 481. (Ryan Opeka, Police Department)

**City Manager's Recommendation:** Take public input, close the public hearing, and introduce the ordinance.

Police Captain Ryan Opeka presented the report and reviewed a PowerPoint presentation (on file in the Office of the City Clerk).

The City Council received the report.

*Mayor Blackburn opened the duly noticed public hearing at 5:46 p.m.*

*Hearing no one wishing to speak, Mayor Blackburn closed the duly noticed public hearing at 5:46 p.m.*

Motion by Mayor Pro Tem Bhat-Patel, seconded by Council Member Acosta, to introduce Ordinance No. CS-469. Motion carried unanimously, 5/0.

6. LEGOLAND CALIFORNIA PROJECT 2025 – 1) Hold a public hearing; and  
2) Adoption of Resolution No. 2024-071 approving a Site Development Plan (SDP 2023-0012) and Coastal Development Permit (CDP 2023-0022) to replace an existing Driving School and Junior Driving School attraction with a new space-themed attraction within the Inner Park Area of Legoland California on property located at One Legoland Drive, Assessor Parcel Number 211-100-09-00, within Planning Area 4 of the Carlsbad Ranch Specific Plan, the Mello II Segment of the Local Coastal Program and the Local Facilities Management Zone 13. (Jason Goff, Community Services Department)

**City Manager's Recommendation:** Take public input, close the public hearing, and adopt the resolution.

Senior Planner Jason Goff presented the report and reviewed a PowerPoint presentation (on file in the Office of the City Clerk).

*Mayor Blackburn opened the duly noticed public hearing at 5:50 p.m.*

*Hearing no one wishing to speak, Mayor Blackburn closed the duly noticed public hearing at 5:50 p.m.*

The City Council announced that they did not have any ex parte disclosures.

Motion by Mayor Pro Tem Bhat-Patel, seconded by Council Member Acosta, to adopt Resolution No. 2024-071. Motion carried unanimously, 5/0.

7. CALIFORNIA COASTAL COMMISSION'S SUGGESTED MODIFICATIONS TO AMENDMENTS TO CARLSBAD MUNICIPAL CODE TITLE 21 FOR HOUSING ELEMENT PROGRAM IMPLEMENTATION AND THE 2022 ZONING ORDINANCE CLEANUP – 1) Hold a public hearing; and  
2) Introduction of Ordinance No. CS-470 acknowledging receipt of and approving the California Coastal Commission's suggested modifications to the Local Coastal Program (Zoning Ordinance) for ZCA 2022-0001/LCPA 2022-0013 and ZCA 2022-0002/LCPA 2022-0014). (Jennifer Jesser, Community Services Department)

**City Manager's Recommendation:** Take public input, close the public hearing, and introduce the ordinance.

City Planner Eric Lardy presented the report and reviewed a PowerPoint presentation (on file in the Office of the City Clerk).

*Mayor Blackburn opened the duly noticed public hearing at 5:53 p.m.*

*Hearing no one wishing to speak, Mayor Blackburn closed the duly noticed public hearing at 5:53 p.m.*

Motion by Mayor Pro Tem Bhat-Patel, seconded by Council Member Acosta, to introduce Ordinance No. CS-470. Motion carried unanimously, 5/0.

**DEPARTMENTAL AND CITY MANAGER REPORTS:**

8. UPDATE ON MANAGEMENT PLAN FOR AFFIRMED HOUSING'S WINDSOR POINTE AFFORDABLE HOUSING PROJECT – Receive an update on the amended Windsor Pointe Management Plan to reflect enhanced security measures and provide direction on the amended Windsor Pointe Management Plan to city staff as appropriate. (Mandy Mills, Community Services Department and Mickey Williams, Police Department)

**City Manager's Recommendation:** Receive the update.

Housing & Homeless Services Director Mandy Mills and Police Chief Mickey Williams presented the report and reviewed a PowerPoint presentation (on file in the Office of the City Clerk).

The City Council received the update.

*Brad Robbins requested that Affirmed Housing update their plan.*

*Lori Robbins spoke regarding safety at Windsor Pointe.*

*Denis Jensen spoke on behalf of a group consisting of Brad Jacobs, Robert Jensen and Mary Jensen, regarding the safety and location of Windsor Pointe.*

*Teri Jacobs spoke regarding the residents at Windsor Pointe and how the neighborhood no longer feels safe.*

*Lara Benusis spoke regarding Article 34 of the California Constitution.*

In response to Council Member Burkholder's inquiry, Police Chief Williams explained that since March 2023 there were 10 calls referred to the Mobile Crisis Response Team (MCRT).

In response to Council Member Acosta's inquiry, Housing & Homeless Services Director Mills explained that the issues brought up will be taken care of, are in process and do not require a vote.

In response to Mayor Pro Tem Bhat-Patel's inquiry, Chief Williams explained that there is a need for a dedicated and engaged presence on the premises and should not be used for several different purposes.

*Council Member Acosta left the dais at 6:54 p.m.*

*Council Member Acosta returned to the dais at 6:56 p.m.*

*Mayor Blackburn called for a recess at 6:56 p.m.*

*Mayor Blackburn reconvened the meeting at 7:07 p.m.*

In response to Mayor Blackburn's inquiry, Housing & Homeless Services Director Mills explained that eviction of a tenant could take up to six or eight months depending on the court system.

Council Member Luna requested a way to keep track of the progress of the program and funds availability.

Council Member Acosta requested additional articulation around security procedures and guest policies in the management plan.

Mayor Blackburn agreed with Chief Williams that 24 hour security is needed at Windsor Pointe.

Minute Motion by Council Member Burkholder, seconded Mayor Pro Tem Bhat-Patel, to request staff to return to the City Council with a progress report in 60 days relative to a timeline on the County of San Diego's progress in achieving the objectives that have been set out by the City Council. Motion carried unanimously, 5/0.

**COUNCIL REPORTS AND COMMENTS:** Mayor Blackburn and the City Council Members reported on activities and meetings of some committees and subcommittees of which they are members.

**ANNOUNCEMENTS:** None.

**CITY MANAGER COMMENTS:** None.

**CITY ATTORNEY COMMENTS:** None.

**CITY CLERK COMMENTS:** None.

**ADJOURNMENT:** Mayor Blackburn adjourned the duly noticed meeting at 7:25 p.m.

---

Tamara R. McMinn, CPMC, CMC  
Senior Deputy City Clerk



CITY COUNCIL  
Special Meeting

# Minutes

Council Chamber  
1200 Carlsbad Village Drive  
Carlsbad, CA 92008

April 16, 2024, 4:15 p.m.

**CALL TO ORDER:** 4:15 p.m.

**ROLL CALL:** Blackburn, Bhat-Patel, Acosta, Burkholder, Luna.

**ANNOUNCEMENT OF CONCURRENT MEETINGS:** None.

**PUBLIC COMMENT ON AGENDA ITEM:** None.

**CLOSED SESSION:**

City Attorney Cindie McMahon read the City Council into Closed Session.

Council adjourned into Closed Session at 4:15 p.m. pursuant to the following:

1. **CONFERENCE WITH LEGAL COUNSEL REGARDING EXISTING LITIGATION:** That the City Council, by motion, authorize a closed session regarding existing litigation in the matter of:

Occiano, Nathan v. City of Carlsbad, Case No. 37-2022-00025622-CU-PO-CTL pursuant to Government Code Section 54956.9(d)(1).

Council Action: No reportable action.

**ADJOURNMENT:**

By proper motion, the Special Meeting of April 16, 2024, was adjourned at 4:25 p.m.

---

Tamara R. McMinn, CPMC, CMC  
Senior Deputy City Clerk



CITY COUNCIL  
Special Meeting

# Minutes

Council Chamber  
1200 Carlsbad Village Drive  
Carlsbad, CA 92008

April 23, 2024, 4 p.m.

**CALL TO ORDER:** 4 p.m.

**ROLL CALL:** Blackburn, Bhat-Patel, Acosta, Burkholder.  
Absent: Luna.

**ANNOUNCEMENT OF CONCURRENT MEETINGS:** None.

**PUBLIC COMMENT ON AGENDA ITEM:** None.

**CLOSED SESSION:**

City Attorney Cindie McMahon read the City Council into Closed Session.

Council adjourned into Closed Session at 4 p.m. pursuant to the following:

1. **CONFERENCE WITH LEGAL COUNSEL REGARDING REAL PROPERTY**

CONFERENCE REGARDING REAL PROPERTY NEGOTIATIONS  
(Government Code Section 54956.8)

PROPERTY: APN 204-191-2200, Chestnut Apartments, 945 Chestnut Ave.

CITY NEGOTIATORS: Gary Barberio, Deputy City Manager  
Mandy Mills, Housing & Homeless Services Director  
Curtis Jackson, Real Estate Manager

NEGOTIATING PARTIES: Michael C. Megison and William Leech for Solutions for Change, Inc.

UNDER NEGOTIATION: Price and Terms

If circumstances necessitate the absence of a specified designated representative, an agent or designee may participate in place of the absent representative so long as the name of the agent or designee is announced at an open session held prior to the closed session.

Council Action: No reportable action.

2. **CONFERENCE WITH LEGAL COUNSEL REGARDING SIGNIFICANT EXPOSURE TO LITIGATION:** That the City Council, by motion, authorize a closed session to discuss significant exposure to litigation based on existing facts and circumstances regarding receipt of a claim against the city of Carlsbad, pursuant to Government Code Sections 54956.9(d)(2) and (e)(3).

Claimant: Mid-America Arts Alliance

Council Action: No reportable action.

**ADJOURNMENT:**

By proper motion, the Special Meeting of April 23, 2024, was adjourned at 4:25 p.m.

---

Tamara R. McMinn, CPMC, CMC  
Senior Deputy City Clerk



CITY COUNCIL  
Special Meeting  
**Minutes**

Council Chamber  
1200 Carlsbad Village Drive  
Carlsbad, CA 92008

May 7, 2024, 4:15 p.m.

**CALL TO ORDER:** 4:15 p.m.

**ROLL CALL:** Blackburn, Bhat-Patel, Acosta, Burkholder, Luna.

**ANNOUNCEMENT OF CONCURRENT MEETINGS:** None.

**PUBLIC COMMENT ON AGENDA ITEM:** None.

**CLOSED SESSION:**

City Attorney Cindie McMahon read the City Council into Closed Session.

Council adjourned into Closed Session at 4:15 p.m. pursuant to the following:

1. **CONFERENCE WITH LEGAL COUNSEL REGARDING INITIATING LITIGATION:** That the City Council, by motion, authorize a closed session to consider initiation of litigation of one case pursuant to Government Code section 54956.9(d)(4).

Council Action: City Attorney Cindie McMahon announced that the City Council voted unanimously to authorize the initiation of litigation of one case. Once the litigation has formally commenced, information about the litigation including the defendant and other particulars will be disclosed upon inquiry unless the disclosure would jeopardize the City's ability to serve an opposing party or jeopardize the City's ability to conclude any existing settlement negotiations to its advantage.

**ADJOURNMENT:**

By proper motion, the Special Meeting of May 7, 2024, was adjourned at 4:29 p.m.

---

Tamara R. McMinn, CPMC, CMC  
Senior Deputy City Clerk





CITY COUNCIL  
Special Meeting

# Minutes

Council Chamber  
1200 Carlsbad Village Drive  
Carlsbad, CA 92008

May 21, 2024, 4:15 p.m.

**CALL TO ORDER:** 4:15 p.m.

**ROLL CALL:** Blackburn, Bhat-Patel, Acosta, Burkholder, Luna.

**ANNOUNCEMENT OF CONCURRENT MEETINGS:** None.

**PUBLIC COMMENT ON AGENDA ITEM:** None.

**CLOSED SESSION:**

City Attorney Cindie McMahon read the City Council into Closed Session.

Council adjourned into Closed Session at 4:15 p.m. pursuant to the following:

1. **CONFERENCE WITH LEGAL COUNSEL REGARDING EXISTING LITIGATION:** That the City Council, by motion, authorize a closed session regarding existing litigation in the matter of:

Jan Prins v. Kolbe del D Revocable Trust, et al., Case No. 37-2024-00019163-CU-PO-NC pursuant to Government Code Section 54956.9(d)(1).

Council Action: The City Council voted unanimously to authorize the City Attorney's Office to file a cross complaint for indemnity and other causes of action against a co-defendant in the case of Jan Prins v. Kolbe del D Revocable Trust, et al., Superior Court Case No. 37-2024-00019163-CU-PO-NC.

**ADJOURNMENT:**

By proper motion, the Special Meeting of May 21, 2024, was adjourned at 4:20 p.m.

---

Tamara R. McMinn, CPMC, CMC  
Senior Deputy City Clerk



CITY COUNCIL  
**Staff Report**

**Meeting Date:** June 11, 2024

**To:** Mayor and City Council

**From:** Scott Chadwick, City Manager

**Staff Contact:** Craig Lindholm, City Treasurer  
craig.lindholm@carlsbadca.gov, 442-339-2472

Zach Korach, Finance Director  
zach.korach@carlsbadca.gov, 442-339-2127

**Subject:** Report on City Investments as of April 30, 2024

**District:** All

**Recommended Action**

Accept and file Report on City Investments as of April 30, 2024.

**Executive Summary**

The city's Investment Policy requires the City Treasurer to report the status of the city's pooled investment portfolio to the City Council each month.

**Discussion & Fiscal Analysis**

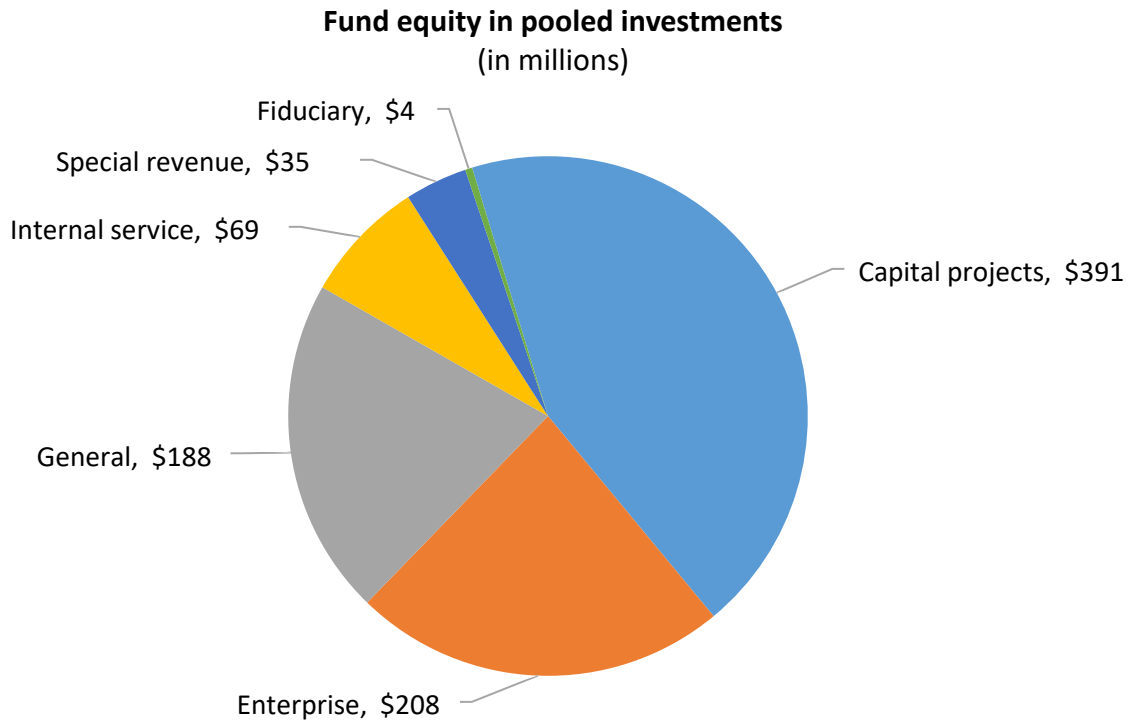
The city's pooled investment portfolio as of the month ending April 30, 2024, is summarized below.

**Pooled investment portfolio (cash and securities)**

	Current month	Prior month
Par value <sup>1</sup>	\$903,065,595	\$881,953,385
Investment cost	\$901,605,020	\$881,078,322
Amortized cost <sup>2</sup>	\$898,039,725	\$877,073,705
Market value <sup>3</sup>	\$866,553,557	\$849,376,232

- (1) The face value of the investments.
- (2) The cost of investments adjusted for amortized premiums and discounts.
- (3) The amount at which the investments could be sold. Source of market value is Principal custodial report.

The equity portion of the various funds in the total portfolio, that is, the part of the total investment portfolio assigned to each fund, is summarized in the graph below. Fund balances are restricted for various purposes (See Exhibit 6 for a more detailed breakdown).



**Pooled investment interest income<sup>4</sup>**

	Fiscal year to date	Current month	Prior month
Cash income	\$17,841,232	\$2,117,256	\$1,712,817

(4) The cash income received is adjusted for any received interest previously purchased.

**Pooled investment performance**

	Average life (years)	Yield <sup>5</sup>	Modified duration
February 2024	1.82	2.63%	1.60
March 2024	1.90	2.65%	1.63
April 2024	1.83	2.77%	1.56

(5) Yield is computed by totaling the weighted average of each investment's return less any costs.

All pooled investments have been made in accordance with the city's Investment Policy, which was adopted Jan. 2, 1985, and last revised Mar. 12, 2024; however, events after the purchase might result in perceived non-compliance with the current policy. These events are typically a change in the credit rating after a purchase, a change in the city's Investment Policy, or a temporary reduction in total portfolio assets.

Exhibit 7 shows the investments out of compliance with the current policy that experienced a subsequent change in credit rating. Ratings on one investment has dropped to less than the rating required by the Investment Policy since their initial purchase. Corporate notes and municipal bonds require a “split rating” of AA from one rating company and an A rating from a second. Mortgage-backed securities require an AA rating from one rating company.

The city’s Investment Policy allows the City Treasurer to determine the course of action that would correct exceptions to the policy. These investments are paying interest at the required times and their principal is considered secure. It is the intent of the City Treasurer to hold these assets in the portfolio until maturity unless events indicate they should be sold.

Not less than two-thirds of the current fiscal year operating budget shall mature within one year. The maturity value within one year is \$332,275,218.17 which is 88.1% of the current year operating budget. The investment portfolio has the ability to meet the city’s anticipated cash flow demands for the next six months.

### **Next Steps**

The report on city investments will continue to be produced monthly by the City Treasurer.

### **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. Investments by cost, market value, cash income and average yield by class
2. Maturities by classification and length of time at market value
3. Yield comparison & market yield curve
4. Cash income by month & cumulative cash income
5. Maturities, calls and purchases this quarter
6. Fund equity in pooled investments
7. Security ratings and outlooks
8. Portfolio allocation at amortized cost by issuer
9. Investment detail
10. Section 115 Trust activity

City of Carlsbad investment portfolio  
Investments by cost, market value, cash income and average yield by class

Exhibit 1

April 30, 2024

Class	Investment cost		Market value		YTD net income	Average yield		Percent of total
	Current month	Prior month	Current month	Prior month		Current month	Prior month	
Certificate of deposit	\$ 22,484,876.92	\$ 22,484,876.92	\$ 21,641,427.59	\$ 21,689,394.20	\$ 334,039.43	2.06%	2.06%	2.50%
Corporate notes	128,758,267.43	135,187,594.93	120,137,577.66	126,691,795.73	3,543,594.76	2.11%	2.07%	13.86%
Federal agency	343,476,052.04	342,982,042.04	327,709,842.41	328,541,200.28	3,905,083.76	1.89%	1.83%	37.82%
Mortgage passthrough securities	75,260,043.21	72,139,434.76	72,312,197.11	70,027,511.45	1,039,454.74	3.77%	3.69%	8.34%
Municipal bonds	96,804,936.65	94,938,076.65	92,558,610.70	91,388,611.45	1,541,674.56	2.51%	2.46%	10.68%
Supranational securities	22,183,412.00	22,183,412.00	21,019,802.60	21,172,611.80	290,600.86	1.99%	1.99%	2.43%
US Treasury	53,743,395.34	59,725,228.08	52,280,062.50	58,427,450.00	721,157.35	2.31%	2.26%	6.03%
General cash account	2,095,704.00	2,171,249.00	2,095,704.00	2,171,249.00	-	0.00%	0.00%	0.24%
Sweep account	9,233,807.09	5,328,652.21	9,233,807.09	5,328,652.21	402,382.76	5.17%	5.18%	1.07%
Investment cash account	5,601,749.38	1,581,572.92	5,601,749.38	1,581,572.92	85,375.02	2.95%	2.95%	0.65%
California Asset Mgmt Program (CAMP)	140,116,096.94	120,529,026.48	140,116,096.94	120,529,026.48	5,910,039.86	5.44%	5.48%	16.17%
Local Agency Investment Fund (LAIF)	1,846,678.87	1,827,156.16	1,846,678.87	1,827,156.16	67,829.38	4.27%	4.23%	0.21%
<b>Total</b>	<b>\$ 901,605,019.87</b>	<b>\$ 881,078,322.15</b>	<b>\$ 866,553,556.85</b>	<b>\$ 849,376,231.68</b>	<b>\$ 17,841,232.48</b>	<b>2.77%</b>	<b>2.65%</b>	<b>100.00%</b>

*Policy:*

*Certificates of deposit and corporate notes are limited to 30% of total portfolio at the time of purchase.*

*Pass through securities are limited to 20% of total portfolio at the time of purchase.*

*Municipal bonds are limited to 15% of total portfolio at the time of purchase.*

*Supranational securities are limited to 10% of total portfolio at the time of purchase.*

City of Carlsbad investment portfolio  
Maturities by classification and length of time at market value

Exhibit 2

April 30, 2024

Class	Overnight	Within 12 months	13-36 months	37-60 months	Total
Certificate of deposit	\$ -	\$ 4,366,677.86	\$ 10,905,900.22	\$ 6,368,849.51	\$ 21,641,427.59
Corporate notes	-	45,559,020.16	51,686,914.50	22,891,643.00	120,137,577.66
Federal agency	-	74,474,653.16	167,652,713.70	85,582,475.55	327,709,842.41
Mortgage passthrough securities	-	5,432,086.11	15,682,047.64	51,198,063.36	72,312,197.11
Municipal bonds	-	15,386,042.50	38,795,489.55	38,377,078.65	92,558,610.70
Supranational securities	-	5,342,969.60	8,411,010.00	7,265,823.00	21,019,802.60
US Treasury	-	22,819,732.50	21,104,595.00	8,355,735.00	52,280,062.50
General cash account	2,095,704.00	-	-	-	2,095,704.00
Sweep account	9,233,807.09	-	-	-	9,233,807.09
Investment cash account	5,601,749.38	-	-	-	5,601,749.38
California Asset Mgmt Program (CAMP)	140,116,096.94	-	-	-	140,116,096.94
Local Agency Investment Fund (LAIF)	1,846,678.87	-	-	-	1,846,678.87
<b>Totals</b>	<b>\$ 158,894,036.28</b>	<b>\$ 173,381,181.89</b>	<b>\$ 314,238,670.61</b>	<b>\$ 220,039,668.07</b>	<b>\$ 866,553,556.85</b>
Percent Total	18.34%	20.01%	36.26%	25.39%	100.00%

Funds maturing within one year \$ 332,275,218.17

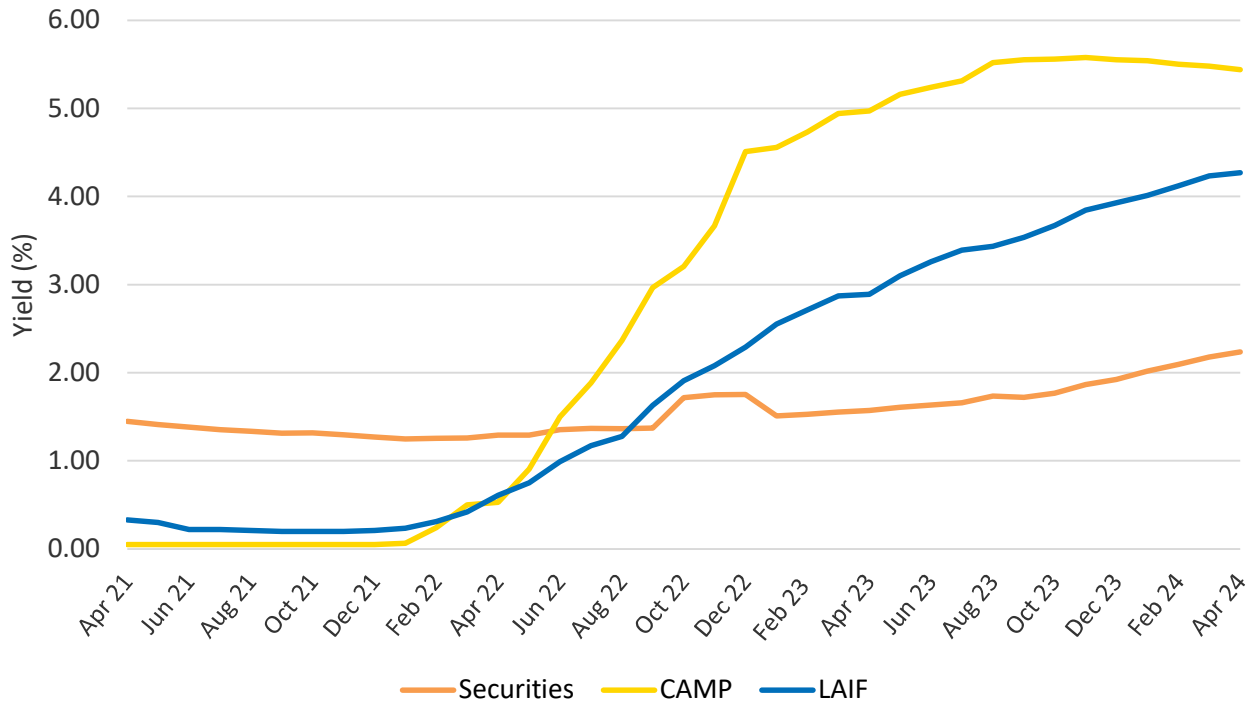
Percentage of the budget 88.08%

*Policy:*

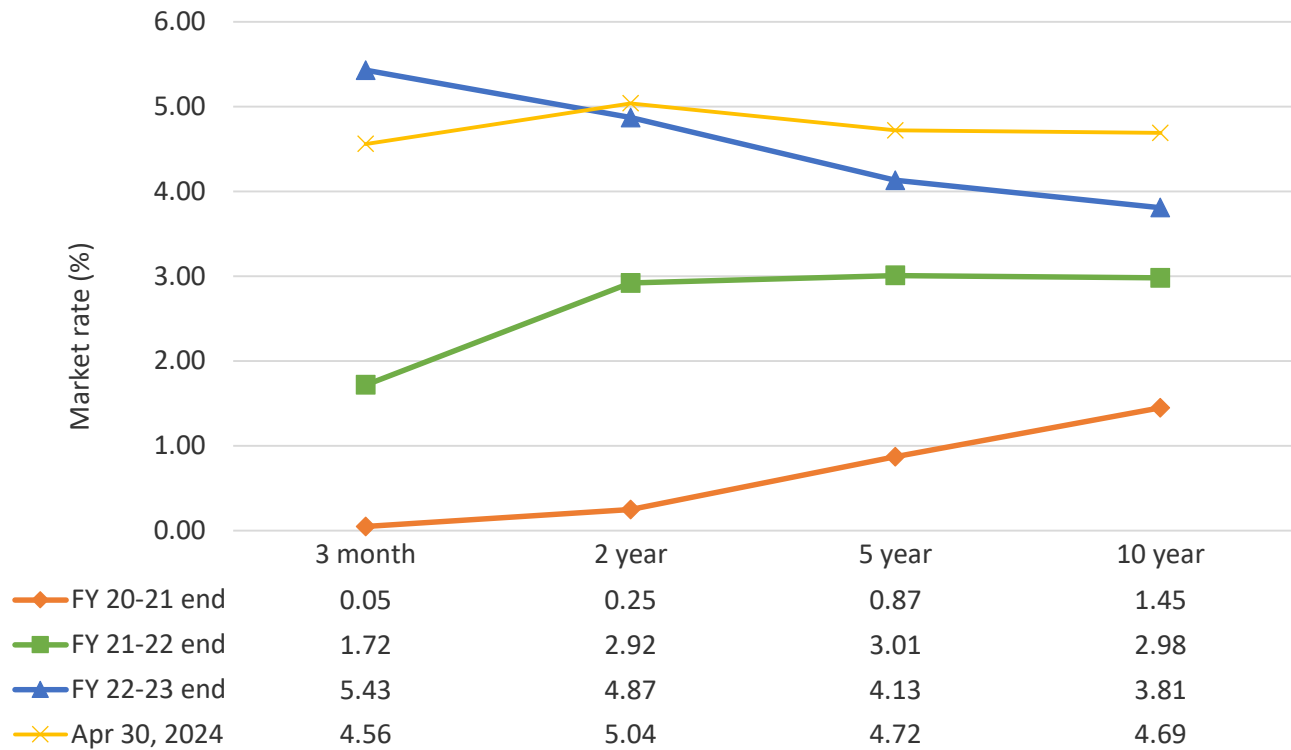
*Not less than \$251,510,000 to mature within one year, two-thirds of FY 23-24 operating budget of \$377,263,607.*

*Maximum term for all securities is five years.*

Yield comparison: Securities vs CAMP vs LAIF  
Three year comparison

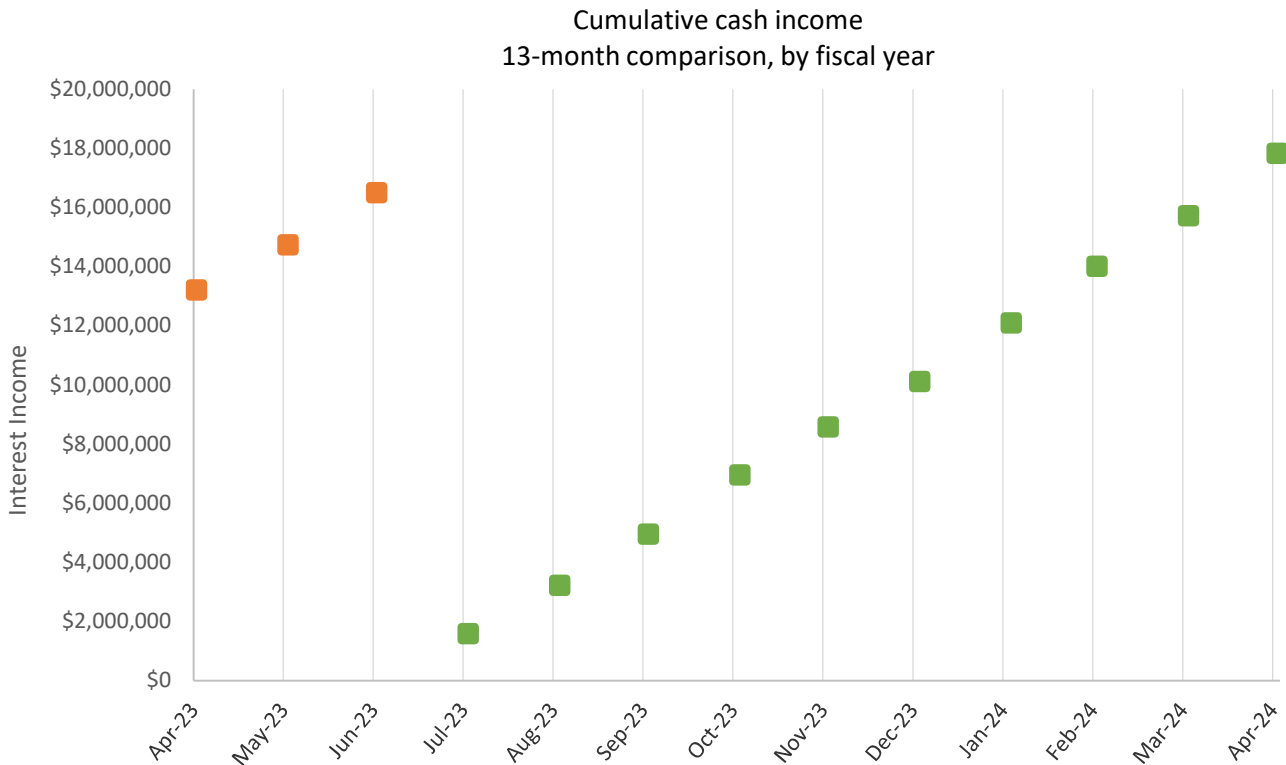
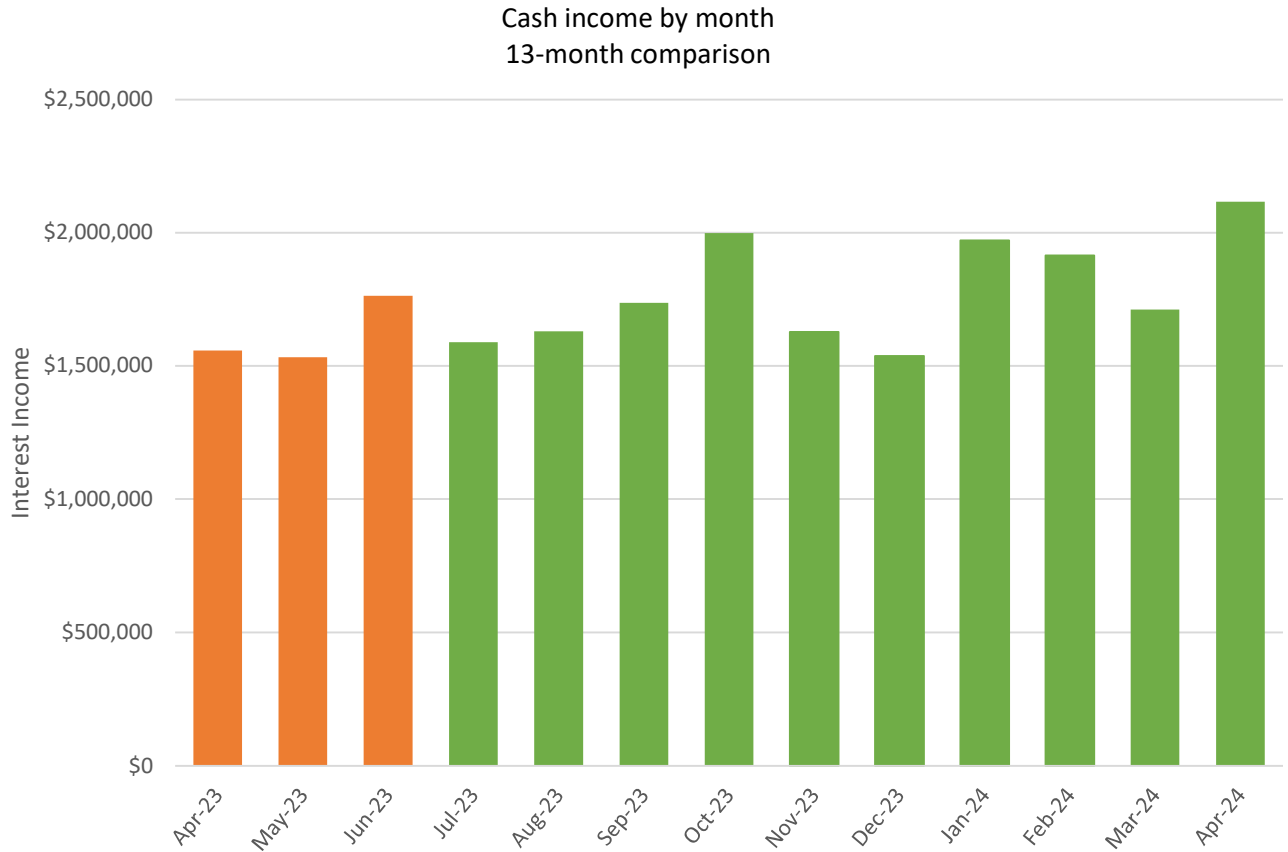


Yield comparison: market yields  
Fiscal year ends compared to current



Cash income

April 30, 2024





City of Carlsbad investment portfolio  
Maturities, calls and purchases this quarter

Exhibit 5

April 30, 2024

Maturities

CUSIP	Issuer	Settled	Maturity	Yield	Par value	Book value	Interest	Total
<b>Corporate notes</b>								
931142DP5	Wal-Mart	04/24/20	04/22/24	3.30%	\$ 2,500,000.00	\$ 2,500,000.00	\$ 41,250.00	\$ 2,541,250.00
931142DP5	Wal-Mart	04/24/20	04/22/24	3.30%	2,000,000.00	2,000,000.00	33,000.00	2,033,000.00
48133DE55	JP Morgan Chase Bank	04/29/22	04/29/24	3.13%	1,500,000.00	1,500,000.00	23,437.50	1,523,437.50
<b>Federal agency</b>								
3133EKGD2	Federal Farm Credit Banks	04/12/19	04/05/24	2.30%	\$ 2,000,000.00	\$ 2,000,000.00	\$ 23,000.00	\$ 2,023,000.00
3133EMXB3	Federal Farm Credit Banks	04/23/21	04/22/24	0.34%	2,000,000.00	2,000,000.00	3,400.00	2,003,400.00
3134GWZT6	Federal Home Loan Mtg Corp	04/05/21	04/23/24	0.32%	1,000,000.00	1,000,000.00	1,600.00	1,001,600.00
<b>Mortgage passthrough securities</b>								
31398E6W9	FHLM - FHR 3544 BC	08/27/20	04/15/24	0.53%	\$ 4,301.02	\$ 4,506.66	\$ 27.41	\$ 4,534.07
30311SAA7	FRESB - 2022-SB97 A5F	04/22/22	04/25/24	2.80%	5,004.76	4,806.41	4,975.08	9,781.49
30315EAA4	FRESB - MFM	07/24/20	04/25/24	0.83%	1,374.92	1,381.64	610.31	1,991.95
30318NAA1	FRESB - 2021-SB83	02/19/21	04/25/24	0.51%	2,125.06	2,135.04	634.09	2,769.13
30321CAQ5	FRESB - 2021-SB88 A5F	07/23/21	04/25/24	0.75%	2,815.84	2,829.06	1,225.68	4,054.74
30324QAC2	FRESB - 2022-SB94	01/21/22	04/25/24	1.50%	7,215.76	7,249.13	5,725.02	12,974.15
30329MAA0	FRESB - 2022-SB103 A5F	10/28/22	04/25/24	4.99%	1,967.80	1,762.93	2,557.55	4,320.48
30329QAA1	FRESB - 2022-SB104 A5F	11/18/22	04/25/24	2.60%	4,537.47	4,141.98	8,436.13	12,578.11
30332EAA3	FRESB - 2023-SB107 A5F	07/20/23	04/25/24	4.09%	376.93	368.74	10,214.28	10,583.02
30333AAA0	FRESB - 2023-SB108 A5F	08/17/23	04/25/24	4.79%	800.54	783.29	12,374.95	13,158.24
30334CAA5	FRESB - 2023-SB111 A5F	11/16/23	04/25/24	5.28%	142.52	139.33	10,791.23	10,930.56
3132XGRH1	FRESB - WN2287	01/27/23	04/25/24	3.93%	3,603.81	3,571.15	9,483.58	13,054.73
3137BL6J2	FHLM - FHMS K048 A1	07/22/22	04/25/24	3.43%	71,955.00	71,235.45	1,137.51	72,372.96
3137BM7B6	FHMS - K051 A1	06/30/22	04/25/24	3.30%	91,666.18	90,950.04	4,770.72	95,720.76
3137BP4J5	FHLM - FHMS K1R1	08/20/21	04/25/24	0.41%	42,656.12	44,675.62	2,247.59	46,923.21
3137F32A1	FHLM - KHG1 A1	04/15/20	04/25/24	0.99%	85,411.11	91,550.03	1,970.85	93,520.88
3137FBTA4	FHLM - FHMS K728	03/10/21	04/25/24	3.06%	4,263.87	4,599.15	6,464.68	11,063.83
3138L7D60	FHLM - AM6424	12/16/22	04/25/24	4.21%	2,545.61	2,464.47	2,788.55	5,253.02
35564CAA5	FHLM - SLST 2018	01/11/24	04/25/24	5.37%	11,405.78	10,946.43	2,929.54	13,875.97
<b>U.S. Treasury</b>								
91282CEG2	U.S. Treasury	06/13/22	04/01/24	2.25%	\$ 2,000,000.00	\$ 2,000,000.00	\$ 22,500.00	\$ 2,022,500.00
91282CBV2	U.S. Treasury	12/07/21	04/15/24	0.38%	2,000,000.00	2,000,000.00	3,750.00	2,003,750.00
9128286R6	U.S. Treasury	03/21/22	04/30/24	2.25%	2,000,000.00	2,000,000.00	22,500.00	2,022,500.00
<b>Maturities Total</b>					<b>\$ 17,344,170.10</b>	<b>\$ 17,350,096.55</b>	<b>\$ 263,802.25</b>	<b>\$ 17,613,898.80</b>

City of Carlsbad investment portfolio  
Maturities, calls and purchases this quarter

April 30, 2024

Calls

CUSIP	Issuer	Settled	Maturity	Yield	Par value	Book value	Interest	Total
-------	--------	---------	----------	-------	-----------	------------	----------	-------

No calls this quarter

Calls Total	\$	-	\$	-	\$	-	\$	-
-------------	----	---	----	---	----	---	----	---

Purchases

CUSIP	Issuer	Settled	Maturity	Yield	First Coupon	Par value	Book value
-------	--------	---------	----------	-------	--------------	-----------	------------

Federal agency

3130B0PR4	Federal Home Loan Bank	04/02/24	10/02/28	5.00%	10/02/24	\$ 2,000,000.00	\$ 2,000,000.00
3130B0EE5	Federal Home Loan Bank	04/23/24	03/06/28	5.00%	09/06/24	2,000,000.00	1,985,960.00
3130B14U8	Federal Home Loan Bank	04/30/24	04/27/29	5.25%	10/27/24	1,500,000.00	1,500,000.00

Mortgage passthrough securities

30336BAA5	FRESB SB113	04/25/24	12/25/28	5.22%	05/25/24	\$ 3,500,000.00	\$ 3,470,705.00
-----------	-------------	----------	----------	-------	----------	-----------------	-----------------

Municipal bonds

79730CJK1	San Diego Public Fin Wtr Rev	04/22/24	08/01/26	5.04%	08/01/24	\$ 2,000,000.00	\$ 1,866,860.00
-----------	------------------------------	----------	----------	-------	----------	-----------------	-----------------

Purchases total	\$	11,000,000.00	\$	10,823,525.00
-----------------	----	---------------	----	---------------

City of Carlsbad investment portfolio  
Fund equity in pooled investments

Exhibit 6

April 30, 2024

Cash balance by fund:

General		188,056,899.54
Special revenue		34,818,979.30
Capital projects:		
Infrastructure replacement	117,433,087.14	
Special districts	112,746,512.46	
General capital construction	47,572,422.89	
Public facilities fees	32,148,775.92	
Traffic impact fees	21,758,929.02	
Gas tax	18,655,311.28	
Park development	16,646,391.67	
Technology investment	14,703,756.38	
TransNet taxes	4,633,565.93	
Drainage fees	5,144,223.48	
Capital project subtotal		391,442,976.17
Enterprise:		
Carlsbad Municipal Water District	143,838,338.25	
Sewer fund	47,993,248.59	
Storm water	5,519,564.87	
Solid waste	4,022,081.20	
Golf course	6,877,522.81	
Enterprise subtotal		208,250,755.72
Internal service		68,907,429.63
Fiduciary		3,917,173.71
Total general ledger balance **		895,394,214.00
Reconciling adjustments (1)		2,645,511.00
Total treasurer's investment portfolio at amortized cost		<u>898,039,725.39</u>

\*\*Figures based on best estimate at the time report run on 05/08/2024.

(1) The reconciling adjustments consist of differences between the general ledger which is prepared on an accrual basis and the treasurer's report which is prepared on a cash basis.

City of Carlsbad investment portfolio  
Security ratings and outlooks

Exhibit 7

April 30, 2024

All investments were in compliance with the city's investment policy at the time of purchase.

Issuer	Moody's	S&P	Fitch	Outlook
<b>Corporate notes</b>				
Amazon.com Inc	A1	AA	AA-	Stable/Stable/Stable
Apple Inc	AAA	AA+		Stable/Stable/
Bank of America	A1	A-	AA-	Positive/ /Stable
Bank of Montreal	A2	N/A	AA-	Stable
Bank of New York Mellon Corp	A1	A	AA-	Neg/Stable/Stable
BLC Community Bank	A2	N/A	AA-	Stable
CME Group Inc	AA3	AA-	AA-	Stable/Stable/Stable
Colgate-Palmolive	AA3	A+		Stable/Negative
Florida Power and Light Co	AA2	A+	AA-	Stable/Stable/Stable
Johnson & Johnson	AAA	AAA		Stable/Neg
JP Morgan Chase Bank	A1	A-	AA-	Stable/Stable/Stable
MassMutual Global Funding	AA3	AA+	AA+	/Stable/
Merck & Co*	A1	A+		Stable/Stable/
Met Life Global	AA3	AA-	AA-	/Stable/
Microsoft	AAA	AAA		Stable/Stable/
New York Life	AAA	AA+	AAA	Stable
Nike Inc.	A1	AA-		Stable/Stable/
Novartis Capital Corp	A1	AA-	AA-	Positive/Stable
Pacific Life Global	AA3	AA-	AA-	Stable
Private Export Funding	AAA	N/A	AA+	Stable
Procter & Gamble	AA3	AA-		Stable/Stable/
Roche Holdings Inc	AA2	AA	AA	Stable
Royal Bank of Canada	A1	A	AA-	Stable/Stable/Stable
Seattle Children's Hospital	AA2	N/A	AA	Stable
Visa Inc.	AA3	AA-		Stable/Stable/
Wal-Mart	AA2	AA	AA	Stable/Stable/Stable

Ratings of corporate notes must be AA or better by one and A or better by another of the three: Moody's, S&P, or Fitch.

**Mortgage passthrough securities**

FAMCA	AAA	AA+		Stable
FHLMC	AAA	AA+		Stable
FNMA	AAA	AA+		Stable
FRESB	AAA	AA+		Stable

Ratings of mortgage passthrough securities must be AA or better by one of the three: Moody's, S&P, or Fitch.

**Municipal Bonds**

Ada/Canyon Cty SD	AA1	AA+		Stable
Alief Independent School Dist	AAA	AAA		
Amarillo Independent SD	AAA	AAA		Stable
Bay Area Water & Utl	AA3	AA-		
Cache County SD	AAA	AAA1	AAA1	Stable
California State University	AA2	AA-		

City of Carlsbad investment portfolio

Security ratings and outlooks

April 30, 2024

All investments were in compliance with the city's investment policy at the time of purchase.

Issuer	Moody's	S&P	Fitch	Outlook
City of Anaheim	N/A	AA+	AA+	
Contra Costa Cmty College	AA1	AA+		
County of Multnomah OR	AAA	AAA		Stable
Fremont CA Unified	AA2	AA-		Stable
Honolulu Wastewater	AA3	N/A	AA-	Stable
Los Angeles Cmty Clg Dist	AAA	AA+		
Los Angeles Unified SD	AA2	AA-		Stable
Los Angeles Water & Power	AA2	AA-		Stable
Marion County SD	AA1	N/A	AA+	Stable
Mason/Kitsap Cty SD	AAA	N/A	AA+	Stable
Minnesota State	AAA	AAA	AAA	Stable
Oregon State Dept Admin Serv	AA2	AA		
Oregon State Dept of Transp	AA1	AAA	AA+	Stable
Pajaro Valley Unified SD	AA3	A+		
Portland Cmty College	AA1	N/A	AA+	Stable
San Bernardino CCD	AA1	AA		Stable
San Diego Cmty College	AA1	AAA		Stable
San Diego Public Finance	AA2	N/A	AA	Stable
San Francisco City Pub Utl	AA2	AA-		
San Jose Evergreen CC	AA1	AA+		Stable
San Jose Redevelopment	N/A	AA	AA+	Stable
San Ramon Valley USD	AA1	AA+		
Santa Barbara CA USD	AA1	AA		Stable
Santa Monica Cmty College	AA2	AA+		
Solano County Cmty College	AA2	AA		Stable
Southern CA Public Power	N/A	AA-	AA-	Stable
State of California	AA2	AA-	AA	Stable/positive/stable
State of Connecticut	AA3	AA-		
State of Hawaii	AA2	AA+	AA	Stable
Texas Tech University	AA1	AA+		Stable
University of California	AA2	AA	AA	Stable

Ratings of municipal bonds must be AA or better by one and A or better by another of the three: Moody's, S&P, or Fitch.

\*Investments with subsequent changes in credit rating

Corporate notes	Moody's	S&P	Fitch	Maturity date	Purchased	Book value
Merck & Co	A1	A+	N/R	02/24/26	04/12/21	\$ 1,494,689
						<u>\$ 1,494,689</u>

The city's Investment Policy allows the City Treasurer to determine the course of action that would correct exceptions to the policy. The current exception is paying interest at the required times. The principal of the investment is considered secure. It is the intent of the City Treasurer to hold the asset in the portfolio until maturity unless events indicate they should be sold.

City of Carlsbad investment portfolio  
Portfolio allocation at amortized cost by issuer

Exhibit 8

April 30, 2024

Issuer	Amortized cost	Portfolio allocation
<b>Corporate notes</b>		
Amazon.com Inc.	4,512,063.79	0.50%
Apple Inc.	1,519,940.68	0.17%
Bank of America	13,495,217.49	1.50%
Bank of Montreal	2,000,000.00	0.22%
Bank of New York Mellon	6,062,177.75	0.68%
BLC Community Bank (Bank of Montreal)	2,450,000.00	0.27%
CME Group	2,822,053.60	0.31%
Colgate-Palmolive	1,964,094.58	0.22%
Florida Power & Light	3,725,860.36	0.41%
Johnson & Johnson	11,451,741.87	1.28%
JP Morgan Chase Bank	21,555,221.14	2.40%
Massmutual Global	3,765,305.08	0.42%
Merck & Co	1,494,688.78	0.17%
Met Life Global	5,135,500.04	0.57%
Microsoft	4,132,865.93	0.46%
New York Life	3,372,190.33	0.38%
Nike Inc.	2,914,797.81	0.32%
Novartis Capital Corp	3,321,309.63	0.37%
Pacific Life Global	1,006,106.17	0.11%
Private Export Funding Corp.	2,502,681.84	0.28%
Procter & Gamble	10,842,801.01	1.21%
Roche Holdings Inc	4,821,566.57	0.54%
Royal Bank of Canada	6,996,670.26	0.78%
Seattle Children's Hospital	885,402.38	0.10%
Visa Inc.	1,291,946.27	0.14%
Wal-Mart	2,008,583.92	0.22%
<b>Mortgage passthrough securities</b>		
FAMCA	3,550,082.45	0.40%
FHLMC	28,034,073.37	3.12%
FNMA	15,703,587.36	1.75%
FRESB	27,972,300.06	3.11%
<b>Federal agencies</b>		
Federal Agricultural Mortgage Corp.	23,147,641.90	2.58%
Federal Farm Credit Bank	79,474,408.50	8.85%
Federal Home Loan Bank	144,547,341.95	16.10%
Federal Home Loan Mortgage Corp.	59,099,685.12	6.58%
Federal National Mortgage Assoc.	35,915,160.29	4.00%
Tennessee Valley Authority	1,009,526.30	0.11%

City of Carlsbad investment portfolio  
Portfolio allocation at amortized cost by issuer

April 30, 2024

Issuer	Amortized cost	Portfolio allocation
<b>Municipal Bonds</b>		
Ada/Canyon Cty SD	1,519,228.58	0.17%
Alief Independent SD	1,970,857.25	0.22%
Amarillo Independent SD	1,791,950.53	0.20%
Bay Area Water	1,197,161.25	0.13%
Cache County SD	3,260,253.54	0.36%
California State University	2,223,515.56	0.25%
City of Anaheim	1,511,990.09	0.17%
Contra Costa Cmty College	924,912.55	0.10%
County of Multnomah OR	2,001,551.28	0.22%
Fremont CA Unified	1,842,826.41	0.21%
Honolulu Wastewater	1,415,376.92	0.16%
Los Angeles Cmty College	2,038,271.75	0.23%
Los Angeles Unified SD	3,680,313.31	0.41%
Los Angeles Water & Power	1,561,157.51	0.17%
Marion County SD	1,882,462.16	0.21%
Mason/Kitsap Cty SD	640,000.00	0.07%
Minnesota State	1,215,000.00	0.14%
Oregon State Dept of Admin Services	952,109.86	0.11%
Oregon State Dept of Transp	3,218,105.95	0.36%
Pajaro Valley USD	1,175,322.58	0.13%
Portland CC	1,101,325.92	0.12%
San Bernardino CCD	1,374,288.57	0.15%
San Diego Cmty College	5,148,936.89	0.57%
San Diego Public Finance	1,868,323.08	0.21%
San Francisco City Pub Util	1,000,610.59	0.11%
San Jose Evergreen CC	772,560.87	0.09%
San Jose Redevelopment	4,047,580.73	0.45%
San Ramon Valley SD	881,069.84	0.10%
Santa Barbara CA USD	946,585.48	0.11%
Santa Monica Cmty College	505,453.15	0.06%
Solano County Cmty College	1,789,406.63	0.20%
Southern CA Public Power	2,450,760.79	0.27%
State of California	15,383,721.94	1.71%
State of Connecticut	2,855,582.84	0.32%
State of Hawaii	7,992,976.41	0.89%
Texas Tech University	5,730,396.33	0.64%
University of California	6,251,364.06	0.70%

City of Carlsbad investment portfolio  
Portfolio allocation at amortized cost by issuer

April 30, 2024

Issuer	Amortized cost	Portfolio allocation
<hr/>		
Other		
Supranational	21,909,985.76	2.44%
US Treasury	54,119,051.95	6.03%
Certificate of deposits	22,488,745.62	2.50%
Cash	158,894,036.28	17.69%
<hr/>		
Total portfolio amortized cost	898,039,725.39	100.00%
<hr/> <hr/>		

*Policy:*

*Corporate notes, non-agency mortgage passthrough securities, municipal bonds, and supranational securities may have no more than 5% invested with a single issuer.*

*Certificates of deposit may have no more than 10% invested with any single issuer.*

*Federal agencies, U.S. Treasury and agency-backed mortgage passthrough securities do not have issuer limitations.*



City of Carlsbad investment portfolio  
Investment detail  
April 30, 2024

Exhibit 9

CUSIP	Settlement	Maturity	Issuer	Par	Invested	Yield	Interest expected	Return
<b>Federal investments</b>								
3130AGEF8	05/09/19	05/07/24	Federal Home Loan Banks	1,000,000.00	1,005,320.00	2.287%	119,866.67	1,119,866.67
3133EKNX0	08/28/19	06/03/24	Federal Farm Credit Banks	1,470,000.00	1,517,378.10	1.457%	151,263.00	1,621,263.00
3135GA5Y3	11/29/21	06/14/24	Federal National Mortgage Assoc	2,000,000.00	1,976,200.00	0.849%	19,062.50	2,019,062.50
3133EKEC6	08/28/19	06/25/24	Federal Farm Credit Banks	1,183,000.00	1,237,524.47	1.457%	139,845.39	1,322,845.39
3133ELQ56	03/21/22	07/02/24	Federal Farm Credit Banks	2,005,000.00	1,942,243.50	1.980%	26,063.33	2,031,063.33
3130AP7D1	12/10/21	07/19/24	Federal Home Loan Banks	2,000,000.00	1,978,000.00	0.878%	23,475.00	2,023,475.00
3133ELX66	07/24/20	07/22/24	Federal Farm Credit Banks	2,000,000.00	2,000,000.00	0.440%	35,151.11	2,035,151.11
3133EKWV4	08/08/19	07/26/24	Federal Farm Credit Banks	2,500,000.00	2,532,125.00	1.582%	229,708.33	2,729,708.33
3134GW4X1	10/29/20	07/29/24	Federal Home Loan Mortgage Corp	3,000,000.00	3,000,000.00	0.375%	42,187.50	3,042,187.50
3130AGWK7	11/10/20	08/15/24	Federal Home Loan Banks	4,000,000.00	4,191,800.00	1.500%	255,833.33	4,255,833.33
3133EKQA7	08/30/19	09/10/24	Federal Farm Credit Banks	2,500,000.00	2,572,420.00	1.480%	261,444.44	2,761,444.44
880591ER9	02/19/21	09/15/24	Tennessee Valley Authority	1,000,000.00	1,091,424.00	0.300%	102,701.39	1,102,701.39
3134GWVME	10/22/20	09/30/24	Federal Home Loan Mortgage Corp	3,000,000.00	3,000,000.00	0.350%	41,358.33	3,041,358.33
3134GWVME	11/06/20	09/30/24	Federal Home Loan Mortgage Corp	1,170,000.00	1,170,000.00	0.350%	15,970.50	1,185,970.50
3130ALRK2	03/30/21	09/30/24	Federal Home Loan Banks	1,500,000.00	1,500,000.00	0.520%	27,300.00	1,527,300.00
31422XMV1	10/04/21	10/04/24	Federal Agricultural Mortgage Corp	2,000,000.00	2,000,000.00	0.500%	30,000.00	2,030,000.00
3133EK3B0	11/25/20	10/16/24	Federal Farm Credit Banks	1,400,000.00	1,466,052.00	0.280%	81,725.00	1,481,725.00
31422BP69	11/15/19	11/01/24	Federal Agricultural Mortgage Corp	2,000,000.00	1,999,720.00	1.793%	177,607.78	2,177,607.78
3133EC2D5	07/10/20	11/13/24	Federal Farm Credit Banks	1,621,000.00	1,751,360.82	0.390%	159,055.22	1,780,055.22
3135G06E8	11/18/20	11/18/24	Federal National Mortgage Assoc	2,000,000.00	2,000,000.00	0.420%	33,600.00	2,033,600.00
3130APVZ5	12/02/21	12/02/24	Federal Home Loan Banks	1,900,000.00	1,900,000.00	1.050%	59,850.00	1,959,850.00
3130AQ5L3	12/16/21	12/16/24	Federal Home Loan Banks	2,000,000.00	2,000,000.00	0.500%	70,000.00	2,070,000.00
3130AKLQ7	12/30/20	12/30/24	Federal Home Loan Banks	4,000,000.00	4,000,000.00	0.310%	49,600.00	4,049,600.00
3134GXYX6	07/07/22	12/30/24	Federal Home Loan Mortgage Corp	2,500,000.00	2,500,000.00	3.348%	207,746.53	2,707,746.53
3130AJSF7	05/27/21	01/08/25	Federal Home Loan Banks	2,000,000.00	2,000,000.00	0.648%	46,980.56	2,046,980.56
3130ASLP2	07/21/22	01/21/25	Federal Home Loan Banks	2,000,000.00	2,000,000.00	3.500%	175,000.00	2,175,000.00
3130AN7L8	07/28/21	01/28/25	Federal Home Loan Banks	1,750,000.00	1,750,000.00	0.520%	31,850.00	1,781,850.00
3133EMPV8	02/03/21	02/03/25	Federal Farm Credit Banks	2,000,000.00	2,000,000.00	0.320%	25,600.00	2,025,600.00
3134GWMNE	08/27/20	02/27/25	Federal Home Loan Mortgage Corp	2,500,000.00	2,500,000.00	0.520%	58,500.00	2,558,500.00
3130A4CH3	04/09/20	03/14/25	Federal Home Loan Banks	3,000,000.00	3,231,300.00	0.778%	351,302.08	3,351,302.08
3130A4CH3	02/18/21	03/14/25	Federal Home Loan Banks	1,500,000.00	1,620,240.00	0.389%	145,072.92	1,645,072.92
3134GWP26	06/07/21	03/28/25	Federal Home Loan Mortgage Corp	1,000,000.00	998,500.00	0.540%	19,041.67	1,019,041.67
3130AMRJ3	06/28/21	03/28/25	Federal Home Loan Banks	3,120,000.00	3,122,340.00	0.500%	70,200.00	3,190,200.00
3133EMWH1	04/21/21	04/21/25	Federal Farm Credit Banks	1,500,000.00	1,500,000.00	0.710%	42,600.00	1,542,600.00
3130APA39	09/30/22	04/21/25	Federal Home Loan Banks	1,055,000.00	963,215.00	4.287%	17,813.67	1,072,813.67
3135GAA43	12/23/20	04/23/25	Federal National Mortgage Assoc	3,000,000.00	3,000,000.00	0.500%	65,000.00	3,065,000.00
3134GWYWC	10/30/20	04/30/25	Federal Home Loan Mortgage Corp	2,000,000.00	2,000,000.00	0.500%	45,111.12	2,045,111.12
3133ELC28	06/03/20	05/27/25	Federal Farm Credit Banks	3,500,000.00	3,499,300.00	0.734%	127,324.17	3,627,324.17
3134GVB31	06/03/20	05/28/25	Federal Home Loan Mortgage Corp	2,000,000.00	2,000,000.00	0.750%	74,791.66	2,074,791.66
3135GA5S6	12/16/20	06/16/25	Federal National Mortgage Assoc	2,000,000.00	2,000,000.00	0.450%	40,500.00	2,040,500.00
3135G04Z3	01/11/21	06/17/25	Federal National Mortgage Assoc	3,000,000.00	3,014,640.00	0.389%	66,500.00	3,066,500.00
3135G04Z3	05/20/21	06/17/25	Federal National Mortgage Assoc	2,000,000.00	1,991,940.00	0.600%	40,750.00	2,040,750.00
3136G4XZ1	07/01/20	06/30/25	Federal National Mortgage Assoc	2,500,000.00	2,500,000.00	0.740%	92,448.61	2,592,448.61
3133EMMP4	01/15/21	07/14/25	Federal Farm Credit Banks	2,225,000.00	2,218,325.00	0.457%	39,024.65	2,264,024.65
3137EAEU9	09/14/20	07/21/25	Federal Home Loan Mortgage Corp	1,500,000.00	1,499,625.00	0.380%	27,296.87	1,527,296.87
3133ELZ80	07/29/20	07/29/25	Federal Farm Credit Banks	3,000,000.00	3,000,000.00	0.580%	87,000.00	3,087,000.00
3133EMFC1	10/29/20	07/29/25	Federal Farm Credit Banks	3,000,000.00	3,000,000.00	0.530%	75,525.00	3,075,525.00
3134GWXM3	10/01/20	07/30/25	Federal Home Loan Mortgage Corp	2,000,000.00	2,000,000.00	0.510%	49,271.67	2,049,271.67
3133EL3P7	08/12/20	08/12/25	Federal Farm Credit Banks	3,500,000.00	3,500,000.00	0.530%	92,750.00	3,592,750.00
3136G4C43	08/14/20	08/14/25	Federal National Mortgage Assoc	2,000,000.00	2,000,000.00	0.650%	65,000.00	2,065,000.00
3136G4H71	11/06/20	08/18/25	Federal National Mortgage Assoc	2,000,000.00	1,999,000.00	0.500%	47,833.33	2,047,833.33
3136G4K77	08/21/20	08/21/25	Federal National Mortgage Assoc	2,000,000.00	2,000,000.00	0.450%	45,000.00	2,045,000.00
3136G4X24	08/31/20	08/29/25	Federal National Mortgage Assoc	3,000,000.00	3,000,000.00	0.600%	89,900.00	3,089,900.00
3137EAEX3	10/22/20	09/23/25	Federal Home Loan Mortgage Corp	4,000,000.00	3,989,280.00	0.430%	73,791.67	4,073,791.67
3137EAEX3	12/28/20	09/23/25	Federal Home Loan Mortgage Corp	3,000,000.00	2,996,460.00	0.400%	53,281.25	3,053,281.25
3133EMCP5	10/14/20	10/14/25	Federal Farm Credit Banks	1,500,000.00	1,500,000.00	0.520%	39,000.00	1,539,000.00

# City of Carlsbad investment portfolio

## Investment detail

April 30, 2024

CUSIP	Settlement	Maturity	Issuer	Par	Invested	Yield	Interest expected	Return
3132XOCK5	11/01/22	10/14/25	Federal Agricultural Mortgage Corp	1,650,000.00	1,645,264.50	2.153%	184,415.59	1,834,415.59
3134GWXX9	10/15/20	10/15/25	Federal Home Loan Mortgage Corp	3,000,000.00	3,000,000.00	0.550%	82,500.00	3,082,500.00
3135G06A6	12/11/20	10/20/25	Federal National Mortgage Assoc	2,410,000.00	2,408,795.00	0.590%	67,909.78	2,477,909.78
3133EMDZ2	12/09/20	10/21/25	Federal Farm Credit Banks	3,000,000.00	2,994,300.00	0.560%	75,920.00	3,075,920.00
3133EMFR8	11/03/20	11/03/25	Federal Farm Credit Banks	4,500,000.00	4,500,000.00	0.540%	121,500.00	4,621,500.00
3135G06G3	12/29/20	11/07/25	Federal National Mortgage Assoc	3,000,000.00	3,012,960.00	0.410%	72,833.34	3,072,833.34
3130ALFF6	03/10/21	12/10/25	Federal Home Loan Banks	1,750,000.00	1,750,000.00	0.650%	54,031.25	1,804,031.25
31422XAT9	03/02/21	12/15/25	Federal Agricultural Mortgage Corp	3,000,000.00	3,000,000.00	0.520%	74,663.33	3,074,663.33
3134GXFV1	12/17/20	12/17/25	Federal Home Loan Mortgage Corp	5,000,000.00	5,000,000.00	0.625%	156,250.00	5,156,250.00
3134GXHD9	03/24/21	12/23/25	Federal Home Loan Mortgage Corp	1,500,000.00	1,489,500.00	0.700%	49,845.83	1,549,845.83
3135G06Q1	12/30/20	12/30/25	Federal National Mortgage Assoc	2,500,000.00	2,504,125.00	0.474%	80,000.00	2,580,000.00
3130AKMZ6	01/14/21	01/14/26	Federal Home Loan Banks	4,000,000.00	4,000,000.00	0.510%	102,000.00	4,102,000.00
3130AKMZ6	01/14/21	01/14/26	Federal Home Loan Banks	1,750,000.00	1,747,375.00	0.540%	44,625.00	1,794,625.00
31422B6K1	01/25/21	01/15/26	Federal Agricultural Mortgage Corp	1,500,000.00	1,500,000.00	0.480%	35,800.00	1,535,800.00
3130AKN69	01/28/21	01/28/26	Federal Home Loan Banks	3,000,000.00	3,000,000.00	0.500%	75,000.00	3,075,000.00
3130AKRF5	02/09/21	02/09/26	Federal Home Loan Banks	2,050,000.00	2,050,000.00	0.350%	14,575.00	2,064,575.00
3130AKVR4	02/12/21	02/12/26	Federal Home Loan Banks	2,000,000.00	2,000,000.00	0.550%	55,000.00	2,055,000.00
3130AKVV5	02/18/21	02/18/26	Federal Home Loan Banks	4,000,000.00	4,000,000.00	0.500%	100,000.00	4,100,000.00
3133EMSH6	03/03/21	03/03/26	Federal Farm Credit Banks	674,000.00	674,000.00	0.790%	26,623.00	700,623.00
3133EMSU7	03/09/21	03/09/26	Federal Farm Credit Banks	3,500,000.00	3,500,000.00	0.800%	140,000.00	3,640,000.00
3130ALH56	03/18/21	03/18/26	Federal Home Loan Banks	3,000,000.00	2,997,000.00	0.750%	112,500.00	3,112,500.00
3130ALUQ5	03/30/21	03/30/26	Federal Home Loan Banks	1,500,000.00	1,500,000.00	0.300%	22,500.00	1,522,500.00
31422XCX8	04/20/21	04/20/26	Federal Agricultural Mortgage Corp	2,000,000.00	2,000,000.00	1.000%	100,000.00	2,100,000.00
3130ALVB7	04/21/21	04/21/26	Federal Home Loan Banks	2,000,000.00	1,998,500.00	0.915%	90,000.00	2,090,000.00
3130AM4L3	04/29/21	04/29/26	Federal Home Loan Banks	4,000,000.00	4,000,000.00	0.500%	100,000.00	4,100,000.00
31422XFP2	05/04/21	05/04/26	Federal Agricultural Mortgage Corp	2,500,000.00	2,500,000.00	0.950%	118,750.00	2,618,750.00
3130AMCL4	09/30/22	05/19/26	Federal Home Loan Banks	1,100,000.00	979,726.00	4.300%	40,797.17	1,140,797.17
3130AMHN5	05/26/21	05/26/26	Federal Home Loan Banks	2,500,000.00	2,500,000.00	0.500%	112,500.00	2,612,500.00
31422XGL0	05/27/21	05/27/26	Federal Agricultural Mortgage Corp	2,000,000.00	2,000,000.00	0.920%	92,000.00	2,092,000.00
3130AMQK1	06/16/21	06/16/26	Federal Home Loan Banks	2,000,000.00	2,000,000.00	0.500%	94,000.00	2,094,000.00
3130AMQK1	06/16/21	06/16/26	Federal Home Loan Banks	2,500,000.00	2,500,000.00	0.500%	117,500.00	2,617,500.00
3133EML67	06/22/21	06/22/26	Federal Farm Credit Banks	2,000,000.00	1,993,160.00	0.870%	80,000.00	2,080,000.00
3130AMTW2	06/30/21	06/30/26	Federal Home Loan Banks	4,500,000.00	4,500,000.00	0.500%	186,750.00	4,686,750.00
3130AMWNE	06/30/21	06/30/26	Federal Home Loan Banks	2,000,000.00	2,000,000.00	0.550%	88,000.00	2,088,000.00
3130ANCH1	07/27/21	07/27/26	Federal Home Loan Banks	2,500,000.00	2,500,000.00	1.000%	125,000.00	2,625,000.00
3130ANL57	08/25/21	08/25/26	Federal Home Loan Banks	3,500,000.00	3,494,750.00	0.906%	153,125.00	3,653,125.00
31422XLY6	09/01/21	09/01/26	Federal Agricultural Mortgage Corp	4,000,000.00	4,000,000.00	0.900%	180,000.00	4,180,000.00
3133EM3T7	09/07/21	09/01/26	Federal Farm Credit Banks	3,000,000.00	2,997,750.00	0.885%	130,065.00	3,130,065.00
31422XNB4	09/30/21	09/30/26	Federal Agricultural Mortgage Corp	2,500,000.00	2,500,000.00	0.860%	107,798.60	2,607,798.60
3133ENAF7	12/27/21	10/07/26	Federal Farm Credit Banks	2,500,000.00	2,469,000.00	1.268%	119,444.44	2,619,444.44
3133ENT26	10/19/22	10/19/26	Federal Farm Credit Banks	3,000,000.00	3,000,000.00	5.300%	636,000.00	3,636,000.00
3134GW6C5	02/15/22	10/28/26	Federal Home Loan Mortgage Corp	4,500,000.00	4,266,900.00	1.958%	169,300.00	4,669,300.00
3130APJZ9	02/25/22	10/28/26	Federal Home Loan Banks	3,500,000.00	3,378,200.00	1.979%	210,000.00	3,710,000.00
3133ENFP0	12/09/21	11/30/26	Federal Farm Credit Banks	2,950,000.00	2,952,950.00	1.408%	167,958.25	3,117,958.25
3130AQF65	01/14/22	12/21/26	Federal Home Loan Banks	1,550,000.00	1,532,857.00	1.483%	95,637.15	1,645,637.15
3130AQMX8	02/07/22	01/26/27	Federal Home Loan Banks	1,250,000.00	1,245,000.00	1.331%	112,070.31	1,362,070.31
3130AQJR5	12/14/23	01/27/27	Federal Home Loan Banks	2,000,000.00	1,820,000.00	4.631%	105,000.00	2,105,000.00
3130AQLD3	03/29/22	01/28/27	Federal Home Loan Banks	2,500,000.00	2,384,750.00	2.776%	211,336.81	2,711,336.81
3130ARAB7	06/24/22	03/25/27	Federal Home Loan Banks	2,000,000.00	1,941,720.00	3.420%	260,791.67	2,260,791.67
3134GXNM2	02/20/24	03/25/27	Federal Home Loan Mortgage Corp	2,000,000.00	1,899,720.00	4.419%	186,700.00	2,186,700.00
3130ARL58	06/10/22	04/26/27	Federal Home Loan Banks	4,000,000.00	3,982,764.44	3.198%	589,235.56	4,589,235.56
3133EPJP1	05/12/23	05/12/27	Federal Farm Credit Banks	2,000,000.00	1,999,260.00	3.620%	290,000.00	2,290,000.00
3130ASCT4	06/28/22	06/28/27	Federal Home Loan Banks	2,500,000.00	2,500,000.00	3.250%	406,250.00	2,906,250.00
3130ASF46	06/30/22	06/30/27	Federal Home Loan Banks	2,500,000.00	2,500,000.00	3.500%	437,500.00	2,937,500.00
3130ASLA5	09/13/23	07/26/27	Federal Home Loan Banks	1,915,000.00	1,891,497.21	4.850%	344,700.00	2,259,700.00
3133ENL99	09/30/22	09/15/27	Federal Farm Credit Banks	2,500,000.00	2,432,200.00	3.983%	418,359.37	2,918,359.37
3133EPXB6	09/28/23	09/28/27	Federal Farm Credit Banks	2,000,000.00	1,993,860.00	4.625%	370,000.00	2,370,000.00

City of Carlsbad investment portfolio

Investment detail

April 30, 2024

CUSIP	Settlement	Maturity	Issuer	Par	Invested	Yield	Interest expected	Return
3130AW6F2	05/22/23	11/22/27	Federal Home Loan Banks	1,500,000.00	1,500,000.00	5.000%	337,500.00	1,837,500.00
3133EPJ30	12/06/23	12/06/27	Federal Farm Credit Banks	2,000,000.00	2,000,000.00	5.380%	430,400.00	2,430,400.00
3133EN3S7	12/07/22	12/07/27	Federal Farm Credit Banks	3,000,000.00	2,995,920.00	3.780%	562,500.00	3,562,500.00
3134H1GH0	10/30/23	12/30/27	Federal Home Loan Mortgage Corp	1,500,000.00	1,488,900.00	5.201%	312,500.00	1,812,500.00
3130AYPJ9	01/29/24	01/26/28	Federal Home Loan Banks	2,000,000.00	2,000,000.00	4.500%	359,500.00	2,359,500.00
3130AUQA5	02/02/23	02/02/28	Federal Home Loan Banks	2,500,000.00	2,500,000.00	4.050%	506,250.00	3,006,250.00
3130AYVC7	02/13/24	02/09/28	Federal Farm Credit Banks	2,000,000.00	2,000,000.00	4.625%	370,000.00	2,370,000.00
3130AUW59	03/08/23	02/17/28	Federal Home Loan Banks	1,500,000.00	1,480,500.00	4.240%	318,000.00	1,818,000.00
3133EP3Z6	02/28/24	02/28/28	Federal Farm Credit Banks	2,000,000.00	1,997,320.00	4.375%	350,000.00	2,350,000.00
3130B0EE5	04/23/24	03/06/28	Federal Home Loan Banks	2,000,000.00	1,985,960.00	5.000%	384,000.00	2,384,000.00
313382GT4	11/15/23	03/10/28	Federal Home Loan Banks	2,500,000.00	2,333,600.00	4.720%	337,500.00	2,837,500.00
3133EPDC6	03/13/23	03/13/28	Federal Farm Credit Banks	1,000,000.00	1,000,000.00	5.350%	267,500.00	1,267,500.00
3133EPFU4	04/12/23	04/12/28	Federal Farm Credit Banks	2,500,000.00	2,496,600.00	3.530%	437,500.00	2,937,500.00
3130AVK50	04/24/23	04/24/28	Federal Home Loan Banks	1,500,000.00	1,500,000.00	5.000%	375,000.00	1,875,000.00
3130ALZW7	12/14/23	04/28/28	Federal Home Loan Banks	1,000,000.00	895,070.00	4.362%	76,500.00	1,076,500.00
3130AVZQ8	04/12/23	05/17/28	Federal Home Loan Banks	1,880,000.00	1,871,070.00	5.150%	460,600.00	2,340,600.00
3133EPMA0	06/09/23	06/09/28	Federal Farm Credit Banks	1,500,000.00	1,500,000.00	4.690%	351,750.00	1,851,750.00
3134H1GL1	10/18/23	07/18/28	Federal Home Loan Mortgage Corp	2,500,000.00	2,493,750.00	5.002%	593,750.00	3,093,750.00
3134H1GL1	11/01/23	07/18/28	Federal Home Loan Mortgage Corp	2,000,000.00	1,982,760.00	5.210%	475,000.00	2,475,000.00
3134GYXX5	09/12/23	07/26/28	Federal Home Loan Mortgage Corp	1,750,000.00	1,747,375.00	5.650%	494,375.00	2,244,375.00
3133EPTA3	09/07/23	08/14/28	Federal Farm Credit Banks	1,000,000.00	1,000,000.00	5.108%	255,500.00	1,255,500.00
3134H1BP7	10/13/23	09/11/28	Federal Home Loan Mortgage Corp	1,000,000.00	995,750.00	5.148%	252,500.00	1,252,500.00
3134H1BP7	09/11/23	09/11/28	Federal Home Loan Mortgage Corp	3,000,000.00	2,974,500.00	5.245%	757,500.00	3,757,500.00
3134H1CM3	11/17/23	09/25/28	Federal Home Loan Mortgage Corp	1,500,000.00	1,477,875.00	4.843%	327,750.00	1,827,750.00
3130B0PR4	04/02/24	10/02/28	Federal Home Loan Banks	2,000,000.00	2,000,000.00	5.000%	450,000.00	2,450,000.00
3130AP6J9	12/06/23	10/05/28	Federal Home Loan Banks	2,000,000.00	1,745,060.00	4.300%	135,000.00	2,135,000.00
3130APSR7	01/08/24	11/16/28	Federal Farm Credit Banks	1,500,000.00	1,342,500.00	4.107%	127,500.00	1,627,500.00
3130APTC9	01/19/24	11/22/28	Federal Home Loan Banks	1,000,000.00	896,600.00	4.193%	90,000.00	1,090,000.00
3130B0M89	03/28/24	12/28/28	Federal Home Loan Banks	3,000,000.00	2,949,000.00	4.402%	570,000.00	3,570,000.00
3130AYE51	01/08/24	01/02/29	Federal Home Loan Banks	2,500,000.00	2,501,250.00	4.947%	623,958.34	3,123,958.34
3130AYCV6	01/11/24	01/03/29	Federal Home Loan Banks	2,700,000.00	2,700,000.00	5.000%	675,000.00	3,375,000.00
3135GAM81	02/01/24	01/17/29	Federal National Mortgage Assoc	2,500,000.00	2,500,000.00	5.000%	624,305.56	3,124,305.56
3130B14U8	04/24/24	04/27/29	Federal Home Loan Banks	1,500,000.00	1,500,000.00	5.250%	393,093.75	1,893,093.75
3130AYJR8	02/20/24	01/17/29	Federal Home Loan Banks	2,000,000.00	1,990,000.00	4.714%	460,000.00	2,460,000.00
3130AYRG3	02/05/24	02/05/29	Federal Home Loan Banks	2,500,000.00	2,500,000.00	4.400%	550,000.00	3,050,000.00
3130AYWQ5	02/20/24	02/07/29	Federal Home Loan Banks	2,500,000.00	2,497,500.00	4.572%	568,118.05	3,068,118.05
3134H1SK0	02/09/24	02/09/29	Federal Home Loan Mortgage Corp	2,500,000.00	2,483,575.00	4.375%	546,875.00	3,046,875.00
<b>Total federal investments</b>				<b>\$ 344,778,000.00</b>	<b>\$ 343,476,052.04</b>	<b>1.888%</b>	<b>\$ 28,683,763.40</b>	<b>\$ 373,461,763.40</b>

CUSIP	Settlement	Maturity	Issuer	Par	Invested	Yield	Interest expected	Return
<b>Supranationals</b>								
459056HV2	08/29/19	08/28/24	International Bank for Recon & Devel	2,000,000.00	2,006,920.00	1.428%	149,916.67	2,149,916.67
45818WCW4	11/03/21	10/15/24	Inter-American Development Bank	1,440,000.00	1,419,552.00	0.828%	14,443.20	1,454,443.20
45950KCR9	02/04/21	10/16/24	International Finance Corporation	2,000,000.00	2,079,800.00	0.290%	101,750.00	2,101,750.00
45905U6L3	01/14/21	11/20/25	International Bank for Recon & Devel	2,000,000.00	2,250,220.00	0.510%	303,125.00	2,303,125.00
45950VPJ9	01/25/21	01/15/26	International Finance Corporation	2,000,000.00	2,007,840.00	0.500%	57,677.78	2,057,677.78
4581X0DV7	04/23/21	04/20/26	Inter-American Development Bank	3,000,000.00	3,000,720.00	0.870%	131,031.25	3,131,031.25
45950VPY6	05/28/21	05/15/26	International Finance Corporation	2,000,000.00	2,000,000.00	0.500%	49,638.89	2,049,638.89
45906M4E8	07/31/23	06/26/28	International Bank for Recon & Devel	1,250,000.00	1,240,000.00	4.684%	281,250.00	1,531,250.00
45906M4E8	09/07/23	06/26/28	International Bank for Recon & Devel	1,700,000.00	1,686,400.00	4.500%	382,500.00	2,082,500.00
459058KW2	09/28/23	08/01/28	International Bank for Recon & Devel	2,000,000.00	1,991,960.00	4.720%	448,368.06	2,448,368.06
45818WFE1	03/01/24	03/01/29	Inter-American Development Bank	2,500,000.00	2,500,000.00	4.400%	550,000.00	3,050,000.00
<b>Total supranationals</b>				<b>\$ 21,890,000.00</b>	<b>\$ 22,183,412.00</b>	<b>1.993%</b>	<b>\$ 2,469,700.85</b>	<b>\$ 24,359,700.85</b>

City of Carlsbad investment portfolio

Investment detail

April 30, 2024

CUSIP	Settlement	Maturity	Issuer	Par	Invested	Yield	Interest expected	Return
<b>U.S. Treasury</b>								
91282CCC3	12/07/21	05/15/24	U.S. Treasury	2,000,000.00	1,978,437.50	0.697%	12,196.13	2,012,196.13
912828WJ5	10/21/22	05/15/24	U.S. Treasury	1,750,000.00	1,694,057.40	2.500%	68,597.15	1,818,597.15
9128286Z8	03/01/21	06/30/24	U.S. Treasury	2,500,000.00	2,614,215.00	0.370%	145,873.62	2,645,873.62
91282CCL3	10/21/22	07/15/24	U.S. Treasury	3,000,000.00	2,789,648.44	4.302%	19,504.08	3,019,504.08
912828YH7	01/14/21	09/30/24	U.S. Treasury	2,000,000.00	2,088,448.94	1.500%	111,263.74	2,111,263.74
9128282Y5	10/21/22	09/30/24	U.S. Treasury	2,000,000.00	1,912,187.50	4.511%	82,548.08	2,082,548.08
912828YV6	06/07/21	11/30/24	U.S. Treasury	2,000,000.00	2,073,437.50	0.436%	104,426.23	2,104,426.23
91282CDS7	10/21/22	01/15/25	U.S. Treasury	4,000,000.00	3,712,187.50	4.548%	100,516.30	4,100,516.30
912828ZC7	07/15/21	02/28/25	U.S. Treasury	2,000,000.00	2,040,312.50	0.563%	81,623.64	2,081,623.64
912828ZL7	02/19/21	04/30/25	U.S. Treasury	2,000,000.00	1,997,920.00	0.400%	31,450.28	2,031,450.28
912828ZT0	02/19/21	05/31/25	U.S. Treasury	2,000,000.00	1,987,280.00	0.400%	21,387.36	2,021,387.36
91282CEU1	10/21/22	06/15/25	U.S. Treasury	3,000,000.00	2,877,180.00	4.530%	228,586.07	3,228,586.07
91282CAM3	01/11/21	09/30/25	U.S. Treasury	2,500,000.00	2,481,332.50	0.250%	29,481.46	2,529,481.46
91282CAZ4	01/11/21	11/30/25	U.S. Treasury	2,500,000.00	2,493,350.00	0.375%	45,793.27	2,545,793.27
91282CGA3	10/17/23	12/15/25	U.S. Treasury	2,000,000.00	1,962,187.50	4.930%	199,992.72	2,199,992.72
91282CBQ3	03/01/21	02/28/26	U.S. Treasury	3,000,000.00	2,964,726.56	0.740%	74,959.24	3,074,959.24
91282CBQ3	03/02/21	02/28/26	U.S. Treasury	2,000,000.00	1,975,513.02	0.750%	49,945.65	2,049,945.65
912828U24	12/27/21	11/15/26	U.S. Treasury	2,500,000.00	2,594,531.25	1.200%	244,198.90	2,744,198.90
91282CDK4	01/14/22	11/30/26	U.S. Treasury	1,500,000.00	1,485,000.00	1.463%	91,432.01	1,591,432.01
912828Z78	05/08/23	01/31/27	U.S. Treasury	1,500,000.00	1,485,855.00	3.500%	83,970.99	1,583,970.99
91282CFB2	04/21/23	07/31/27	U.S. Treasury	2,500,000.00	2,400,000.00	3.770%	294,181.63	2,794,181.63
91282CFU0	09/08/23	10/31/27	U.S. Treasury	1,500,000.00	1,479,375.00	4.491%	278,437.50	1,778,437.50
91282CGC9	01/25/23	12/31/27	U.S. Treasury	500,000.00	508,167.05	3.570%	96,393.30	596,393.30
91282CGC9	01/31/23	12/31/27	U.S. Treasury	750,000.00	760,105.97	3.647%	144,108.25	894,108.25
91282CGC9	09/08/23	12/31/27	U.S. Treasury	1,500,000.00	1,465,195.31	4.472%	261,562.50	1,761,562.50
91282CHA2	12/14/23	04/30/28	U.S. Treasury	1,000,000.00	969,687.50	4.265%	157,452.99	1,157,452.99
9128284N7	07/17/23	05/15/28	U.S. Treasury	1,000,000.00	953,056.40	3.952%	143,750.00	1,143,750.00
<b>Total U.S. Treasury</b>				<b>\$ 54,500,000.00</b>	<b>\$ 53,743,395.34</b>	<b>2.308%</b>	<b>\$ 3,203,633.09</b>	<b>\$ 57,703,633.09</b>

CUSIP	Settlement	Maturity	Issuer	Par	Invested	Yield	Interest expected	Return
<b>Corporate notes</b>								
46625HJX9	07/31/19	05/13/24	JP Morgan Chase Bank	2,000,000.00	2,119,320.00	2.300%	346,791.67	2,346,791.67
46625HJX9	07/13/20	05/13/24	JP Morgan Chase Bank	3,000,000.00	3,331,290.00	0.700%	416,875.00	3,416,875.00
46625HJX9	12/13/21	05/13/24	JP Morgan Chase Bank	1,750,000.00	1,859,392.50	1.000%	153,307.29	1,903,307.29
06406HCV9	07/01/20	05/15/24	Bank of NY Mellon	3,000,000.00	3,316,860.00	0.560%	392,416.67	3,392,416.67
06048WQ60	12/03/21	06/03/24	Bank of America	2,500,000.00	2,500,000.00	1.000%	62,500.00	2,562,500.00
742651DP4	06/27/19	07/15/24	Private Export Funding	2,500,000.00	2,565,850.00	1.900%	309,142.36	2,809,142.36
023135AZ9	08/22/19	08/22/24	Amazon.com Inc	2,000,000.00	2,087,280.00	2.800%	279,377.78	2,279,377.78
023135AZ9	10/17/19	08/22/24	Amazon.com Inc	2,500,000.00	2,604,850.00	1.860%	339,305.56	2,839,305.56
06406RAL1	02/18/20	10/24/24	Bank of NY Mellon	3,055,000.00	3,093,737.40	1.816%	300,459.25	3,355,459.25
06368G3W5	11/15/21	11/15/24	Bank of Montreal	2,000,000.00	2,000,000.00	1.000%	60,000.00	2,060,000.00
931142DV2	01/16/20	12/15/24	Wal-Mart	2,000,000.00	2,067,790.00	1.900%	260,436.11	2,260,436.11
478160CJ1	01/15/20	01/15/25	Johnson & Johnson	1,820,000.00	1,882,380.50	1.586%	238,875.00	2,058,875.00
478160CJ1	04/08/20	01/15/25	Johnson & Johnson	3,000,000.00	3,231,960.00	0.906%	375,593.75	3,375,593.75
478160CJ1	07/13/20	01/15/25	Johnson & Johnson	1,000,000.00	1,090,640.00	0.510%	118,270.83	1,118,270.83
037833AZ3	09/10/21	02/09/25	Apple Inc	1,500,000.00	1,588,155.00	0.753%	128,020.83	1,628,020.83
66989HAP3	04/13/20	02/14/25	Novartis Capital Corp	3,310,000.00	3,379,576.20	1.300%	280,131.74	3,590,131.74
12572QAG0	06/03/20	03/15/25	CME Group Inc	2,771,000.00	3,050,981.84	0.730%	397,638.50	3,168,638.50
654106AH6	12/31/20	03/27/25	Nike Inc.	2,867,000.00	3,090,740.68	0.500%	291,669.47	3,158,669.47
341081FZ53	05/13/20	04/01/25	Flordia Power & Light	3,667,000.00	3,980,565.17	1.020%	509,193.51	4,176,193.51
78015K7H17	12/07/21	06/10/25	Royal Bank of Canada	2,000,000.00	1,989,460.00	1.304%	80,691.67	2,080,691.67
478160CN2	04/23/21	09/01/25	Johnson & Johnson	1,250,000.00	1,241,700.00	0.705%	29,944.44	1,279,944.44
742718FL8	09/20/21	10/29/25	Procter & Gamble	1,500,000.00	1,487,460.00	0.757%	33,893.75	1,533,893.75
92826CAD4	05/17/21	12/14/25	Visa Inc	1,250,000.00	1,368,500.00	0.910%	180,140.62	1,430,140.62

City of Carlsbad investment portfolio

Investment detail

April 30, 2024

CUSIP	Settlement	Maturity	Issuer	Par	Invested	Yield	Interest expected	Return
06048WK82	08/23/21	01/26/26	Bank of America	1,000,000.00	989,470.00	1.000%	33,550.00	1,033,550.00
58933YAY1	04/12/21	02/24/26	Merck & Co	1,500,000.00	1,485,750.00	0.950%	54,750.00	1,554,750.00
48128G2Q2	03/01/21	02/26/26	JP Morgan Chase Bank	2,000,000.00	2,000,000.00	0.800%	80,000.00	2,080,000.00
478160BY9	03/01/21	03/01/26	Johnson & Johnson	2,500,000.00	2,697,950.00	0.750%	306,250.00	2,806,250.00
48128G3A6	03/03/21	03/03/26	JP Morgan Chase Bank	2,000,000.00	2,000,000.00	1.000%	100,000.00	2,100,000.00
48128G3V0	06/11/21	06/11/26	JP Morgan Chase Bank	2,000,000.00	2,000,000.00	1.150%	115,000.00	2,115,000.00
06048WM64	07/12/21	06/25/26	Bank of America	3,000,000.00	2,998,500.00	1.210%	178,300.00	3,178,300.00
57629WDE7	07/22/21	07/16/26	Massmutual Global	3,750,000.00	3,784,537.50	1.010%	224,250.00	3,974,250.00
594918BR4	08/11/21	08/08/26	Microsoft	4,000,000.00	4,292,240.00	0.900%	293,040.00	4,293,040.00
48128G5A4	08/25/21	08/25/26	JP Morgan Chase Bank	2,000,000.00	2,000,000.00	1.200%	120,000.00	2,120,000.00
06048WN63	09/10/21	09/10/26	Bank of America	2,000,000.00	2,000,000.00	1.150%	115,000.00	2,115,000.00
06048WP20	09/24/21	09/24/26	Bank of America	2,000,000.00	2,000,000.00	1.250%	125,000.00	2,125,000.00
59217GBY4	01/19/22	12/18/26	Met Life Global	4,000,000.00	4,281,720.00	1.940%	678,116.67	4,678,116.67
06368GC39	12/30/21	12/30/26	Bank of Montreal (BLC)	2,450,000.00	2,450,000.00	2.000%	245,000.00	2,695,000.00
742718FV6	02/04/22	02/01/27	Procter & Gamble	2,000,000.00	2,010,459.28	1.331%	189,683.33	2,189,683.33
742718FV6	05/11/23	02/01/27	Procter & Gamble	1,000,000.00	935,367.00	3.620%	76,000.00	1,076,000.00
48128G6F2	02/25/22	02/25/27	JP Morgan Chase Bank	5,000,000.00	5,000,000.00	2.550%	197,283.33	5,197,283.33
478160CE2	04/18/22	03/03/27	Johnson & Johnson	1,750,000.00	1,757,538.77	2.850%	251,671.87	2,001,671.87
742718FG9	07/08/22	03/25/27	Procter & Gamble	2,500,000.00	2,456,475.00	3.200%	329,972.22	2,829,972.22
64952WEQ2	06/23/23	04/07/27	New York Life Global	1,500,000.00	1,428,750.00	4.630%	195,000.00	1,695,000.00
64952WEQ2	07/18/23	04/07/27	New York Life Global	2,000,000.00	1,908,020.00	4.610%	260,000.00	2,260,000.00
06048WW63	06/23/22	06/22/27	Bank of America	3,000,000.00	3,000,000.00	5.000%	750,000.00	3,750,000.00
194162AN3	05/09/23	08/15/27	Colgate-Palmolive	2,000,000.00	1,997,600.00	3.694%	223,408.33	2,223,408.33
81257VAA9	03/10/23	10/01/27	Seattle Children Hosp	1,000,000.00	852,445.33	5.000%	222,581.34	1,222,581.34
78014RHK9	10/18/22	10/18/27	Royal Bank of Canada	2,500,000.00	2,500,000.00	5.700%	712,500.00	3,212,500.00
592179KF1	10/17/23	01/06/28	Met Life Global	1,000,000.00	983,540.00	5.050%	227,250.00	1,227,250.00
78014RKF6	01/18/23	01/18/28	Royal Bank of Canada	2,500,000.00	2,500,000.00	5.450%	691,090.22	3,191,090.22
742718FZ7	11/01/23	01/26/28	Procter & Gamble	2,000,000.00	1,922,140.00	4.979%	355,500.00	2,355,500.00
48130CDL6	11/03/23	11/03/28	JP Morgan Chase Bank	1,800,000.00	1,800,000.00	6.150%	553,500.00	2,353,500.00
771196BW1	12/22/23	12/13/28	Roche Holdings Inc	2,000,000.00	1,787,220.00	4.330%	193,000.00	2,193,000.00
6944PLZ21	01/12/24	01/11/29	Pacific Life Global	1,000,000.00	1,006,500.00	4.752%	245,000.00	1,245,000.00
742718GF0	02/20/24	01/29/29	Procter & Gamble	2,000,000.00	1,984,175.26	4.530%	435,241.67	2,435,241.67
771196CJ9	03/28/24	03/08/29	Roche Holdings Inc	3,000,000.00	3,019,380.00	4.640%	718,500.00	3,718,500.00
<b>Total corporate notes</b>				<b>\$ 125,990,000.00</b>	<b>\$ 128,758,267.43</b>	<b>2.105%</b>	<b>\$ 15,080,114.77</b>	<b>\$ 141,070,114.77</b>

CUSIP	Settlement	Maturity	Issuer	Par	Invested	Yield	Interest expected	Return
<b>Certificate of deposit</b>								
29367RKT2	05/16/19	05/16/24	Enterprise Bank	246,000.00	246,000.00	2.600%	31,980.00	277,980.00
27002YEN2	05/24/19	05/24/24	Eagle Bank	249,000.00	249,000.00	2.500%	31,125.00	280,125.00
336460CQ1	06/28/19	06/28/24	First State Bank Dequeen	249,000.00	249,000.00	2.300%	28,635.00	277,635.00
14042RMN8	07/31/19	07/31/24	Capital One	247,000.00	247,000.00	2.250%	27,787.50	274,787.50
938828BM1	08/30/19	08/30/24	Washington Federal	249,000.00	249,000.00	2.000%	24,900.00	273,900.00
29278TLH1	09/13/19	09/13/24	Enerbank Usa	249,000.00	249,000.00	1.750%	21,787.50	270,787.50
15118RSC2	09/18/19	09/30/24	Celtic Bank	249,000.00	249,000.00	1.700%	20,956.25	269,956.25
75472RAN1	11/26/19	11/26/24	Raymond James Bank NA	247,000.00	247,000.00	1.850%	22,872.54	269,872.54
61690URM4	01/09/20	01/09/25	Morgan Stanley Bank NA	247,000.00	247,000.00	1.900%	23,490.72	270,490.72
07815AAZ0	02/27/20	02/27/25	Bell Bank Corp	249,000.00	249,000.00	1.600%	19,941.88	268,941.88
17037TEN3	03/13/20	03/13/25	Choice Financial Group	248,000.00	248,000.00	1.100%	13,647.47	261,647.47
02554BDA6	03/13/20	03/13/25	American Eagle bank	249,000.00	249,000.00	1.100%	13,702.54	262,702.54
73319FAF6	03/18/20	03/18/25	Poppy Bank	249,000.00	249,000.00	1.100%	13,702.54	262,702.54
835104BZ2	03/19/20	03/19/25	Somerset Trust	249,000.00	249,000.00	1.000%	12,456.88	261,456.88
45083ANS7	03/20/20	03/20/25	Iberia Bank	248,000.00	248,000.00	1.000%	12,406.79	260,406.79
072727BF6	03/27/20	03/27/25	Baycoast Bank	248,000.00	248,000.00	0.950%	11,786.45	259,786.45
02519TAZ9	03/27/20	03/27/25	American Commerce Bank	249,000.00	249,000.00	0.950%	11,834.03	260,834.03
14042TDD6	04/08/20	04/08/25	Capital One	248,000.00	248,000.00	1.600%	19,850.88	267,850.88

# City of Carlsbad investment portfolio

## Investment detail

April 30, 2024

CUSIP	Settlement	Maturity	Issuer	Par	Invested	Yield	Interest expected	Return
33847E3H8	05/15/20	05/15/25	Flagstar Bank	248,000.00	248,000.00	0.850%	10,545.77	258,545.77
29260MBF1	05/15/20	05/15/25	Encore Bank	249,000.00	249,000.00	0.800%	9,965.41	258,965.41
40473OCR2	05/26/20	05/27/25	Haddon Savings Bank	248,000.00	248,000.00	0.750%	9,310.19	257,310.19
43719LAE5	05/29/20	05/29/25	Home Loan Inv Bank	249,000.00	249,000.00	0.800%	9,965.41	258,965.41
69506YRT8	05/29/20	05/29/25	Pacific Western Bank	249,000.00	249,000.00	0.700%	8,719.77	257,719.77
56102AAJ5	05/29/20	05/29/25	Malaga Bank	249,000.00	249,000.00	0.700%	8,719.87	257,719.87
86128QCF3	06/10/20	06/10/25	Stockman Bank	249,000.00	249,000.00	0.600%	7,474.10	256,474.10
740367MA2	07/17/20	07/17/25	Preferred Bank	249,000.00	249,000.00	0.500%	6,228.46	255,228.46
89235MJZ5	07/16/20	07/28/25	Toyota Financial Savings Bank	249,000.00	249,000.00	0.650%	8,096.93	257,096.93
211163KQ2	07/29/20	07/29/25	Continental Bank	249,000.00	249,000.00	0.500%	6,228.46	255,228.46
02007GXF5	08/09/22	08/04/25	Ally Bank	201,000.00	201,000.00	3.400%	20,427.10	221,427.10
549104RV1	08/14/20	08/14/25	Luana Savings Bank	249,000.00	249,000.00	0.450%	5,605.57	254,605.57
32022RNT0	08/19/20	08/19/25	1st Financial Bank	249,000.00	249,000.00	0.450%	5,605.82	254,605.82
31944MBB0	08/20/20	08/20/25	1st Carolina Bank	249,000.00	249,000.00	0.450%	5,605.82	254,605.82
664122AF5	08/20/20	08/20/25	Northeast Community Bank	249,000.00	249,000.00	0.450%	5,605.82	254,605.82
228212AQ9	09/04/20	09/04/25	Crown Bank	249,000.00	249,000.00	0.400%	4,982.62	253,982.62
59013KKJ4	09/15/20	09/15/25	Merrick	249,000.00	249,000.00	0.400%	4,982.62	253,982.62
2027506P5	10/22/20	09/25/25	Commonwealth Bus Bank	249,000.00	249,000.00	0.400%	4,908.94	253,908.94
51507LBY9	09/29/20	09/29/25	Landmark Community	249,000.00	249,000.00	0.400%	4,982.58	253,982.58
538036LQ5	10/22/20	10/08/25	Live Oak Bank	249,000.00	249,000.00	0.400%	4,944.42	253,944.42
560390AS5	10/15/20	10/15/25	Maine Comm Bank	249,000.00	249,000.00	0.350%	4,359.94	253,359.94
33625CDS5	10/16/20	10/16/25	First Security Bank Wash	249,000.00	249,000.00	0.350%	4,359.94	253,359.94
780684AJ5	11/06/20	10/23/25	Royal Savings Bank	249,000.00	249,000.00	0.400%	4,944.42	253,944.42
33744AAW9	11/18/20	11/18/25	First US Bank	249,000.00	249,000.00	0.400%	4,982.62	253,982.62
88413QCU0	12/18/20	12/18/25	Third Federal Savings and Loan	249,000.00	249,000.00	0.450%	5,605.56	254,605.56
91330ACR6	12/18/20	12/18/25	Unity Bank	249,000.00	248,377.50	0.400%	4,982.72	253,982.72
08016PDV8	12/23/20	12/23/25	Belmont Savings Bank	249,000.00	248,377.50	0.400%	4,982.62	253,982.62
634116CW5	12/28/20	12/23/25	National Bank of NY City	249,000.00	248,688.75	0.400%	4,968.98	253,968.98
882214AA7	01/08/21	12/23/25	Texas Bank Henderson	249,000.00	249,000.00	0.450%	5,556.70	254,556.70
06424KBH2	01/08/21	01/08/26	Bank of Santa Clarita	249,000.00	248,688.75	0.400%	4,982.62	253,982.62
38522ABP0	01/08/21	01/08/26	Grand Bank Tulsa	249,000.00	248,688.75	0.400%	4,982.62	253,982.62
20143PEH9	01/26/21	01/26/26	Commercial Bank	249,000.00	248,751.00	0.471%	5,605.82	254,605.82
15258RAV9	01/27/21	01/27/26	Central Bank Storm Lake	249,000.00	248,751.00	0.471%	5,605.82	254,605.82
43786UAJ2	02/18/21	01/29/26	Hometown Bk of Alabama	249,000.00	249,000.00	0.400%	4,928.04	253,928.04
909242AN9	02/26/21	02/26/26	United Rep Bk Omaha	249,000.00	249,000.00	0.400%	4,982.61	253,982.61
12527CDV1	03/03/21	03/03/26	CFG Community Bk	249,000.00	249,000.00	0.400%	4,982.73	253,982.73
110087AS2	03/10/21	03/10/26	Bristol Morgan Bank	249,000.00	249,000.00	0.450%	5,605.82	254,605.82
87164XA30	09/03/21	09/03/26	Syncrony Bank	249,000.00	249,000.00	0.900%	11,205.00	260,205.00
90348JS92	09/09/21	09/09/26	UBS Bank USA	249,000.00	249,000.00	0.950%	11,834.03	260,834.03
795451BH5	04/05/22	02/23/27	Sallie May Bank	247,000.00	242,902.27	2.564%	26,574.50	273,574.50
598580AM0	03/08/23	03/08/27	Mifflinburg Bank and Trust Company	249,000.00	249,000.00	4.650%	46,345.77	295,345.77
64034KBF7	03/09/22	03/09/27	Nelnet Bank Inc	247,000.00	247,000.00	1.950%	24,095.69	271,095.69
27004PCN1	03/09/22	03/09/27	Eaglemark Savings	247,000.00	247,000.00	2.000%	24,713.53	271,713.53
07371CN21	03/16/22	03/10/27	Beal Bank NV	247,000.00	247,000.00	1.800%	22,169.09	269,169.09
07371AB28	03/16/22	03/10/27	Beal Bank TX	247,000.00	247,000.00	1.800%	22,169.09	269,169.09
02589ABW1	03/23/22	03/23/27	American Exp Bank	247,000.00	247,000.00	2.200%	27,184.89	274,184.89
31938QW34	02/15/22	04/15/27	First Business Bank	245,000.00	245,000.00	3.900%	33,790.69	278,790.69
254673D94	05/18/22	05/19/27	Discover Bank	246,000.00	246,000.00	3.200%	39,403.14	285,403.14
910286GS6	07/14/23	07/14/27	United Fidelity Bank	249,000.00	249,000.00	4.600%	45,847.38	294,847.38
78577TMR3	11/06/23	08/06/27	Saco & Biddeford Savings Institution	244,000.00	244,000.00	5.000%	45,750.00	289,750.00
68405VAU3	09/15/23	09/13/27	Optum Bank	244,000.00	244,000.00	4.700%	45,872.00	289,872.00
20347MAS0	10/20/23	10/20/27	Community Bank and Trust	244,000.00	244,000.00	4.900%	47,824.00	291,824.00
37173RAJ2	12/13/23	12/13/27	Genesee Regional Bank	244,000.00	244,000.00	4.400%	42,944.00	286,944.00
34520LAY9	12/15/22	12/15/27	Forebright Bank	249,000.00	248,651.40	4.031%	49,827.34	298,827.34
84229LBJ0	12/16/22	12/16/27	Southern Bank	245,000.00	245,000.00	4.000%	49,026.84	294,026.84
32026U4X1	01/17/24	01/18/28	First Foundation Bank	245,000.00	245,000.00	4.000%	38,689.86	283,689.86
70212YBE1	02/22/23	02/22/28	Partners Bank California	245,000.00	245,000.00	3.850%	47,188.34	292,188.34

# City of Carlsbad investment portfolio

## Investment detail

April 30, 2024

CUSIP	Settlement	Maturity	Issuer	Par	Invested	Yield	Interest expected	Return
062119BH4	03/08/23	03/07/28	Bank Five Nine	249,000.00	249,000.00	4.550%	56,678.44	305,678.44
05580AW59	03/10/23	03/10/28	BMW Bank North America	244,000.00	244,000.00	4.600%	56,181.50	300,181.50
108622NK3	03/29/23	03/29/28	Bridgewater Bk	249,000.00	249,000.00	4.800%	59,825.54	308,825.54
178180GY5	03/31/23	03/31/28	City Natl Bk - Los Angeles	243,000.00	243,000.00	5.000%	60,816.56	303,816.56
914098DQ8	04/03/23	04/03/28	University Bank NA	249,000.00	249,000.00	4.800%	59,825.53	308,825.53
05600QE3	05/16/23	05/16/28	BMO Harris Bank NA	244,000.00	244,000.00	4.500%	54,960.16	298,960.16
23204HPB8	06/06/23	06/14/28	Customers Bank	244,000.00	244,000.00	4.500%	53,365.81	297,365.81
91527PCD7	06/06/23	06/21/28	Univest Bank & Trust	249,000.00	249,000.00	4.500%	56,546.88	305,546.88
501798UJ9	07/18/23	07/18/28	LCA Bank Corporation	243,000.00	243,000.00	4.500%	54,734.92	297,734.92
58404DTG6	09/19/23	09/19/28	Medallion Bank	249,000.00	249,000.00	4.600%	57,332.81	306,332.81
59936MAA4	09/25/23	09/25/28	Milford Building & Loan	244,000.00	244,000.00	4.550%	55,510.00	299,510.00
84287PJ89	10/17/23	10/17/28	Southern First Bank	244,000.00	244,000.00	4.850%	59,170.00	303,170.00
949765HZ0	11/21/23	11/21/28	Wells Fargo Bank NA	248,000.00	248,000.00	5.050%	62,898.31	310,898.31
523343AA9	12/29/23	12/29/28	Ledyark National Bank	244,000.00	244,000.00	4.050%	49,464.16	293,464.16
227563EX7	03/12/24	03/07/29	Cross River Bank	244,000.00	244,000.00	4.250%	51,736.36	295,736.36
04518XAH7	03/14/24	03/14/29	Asian Bank	244,000.00	244,000.00	4.200%	51,268.08	295,268.08
<b>Total certificate of deposit</b>				<b>\$ 22,492,000.00</b>	<b>\$ 22,484,876.92</b>	<b>2.065%</b>	<b>\$ 2,204,959.47</b>	<b>\$ 24,696,959.47</b>

CUSIP	Settlement	Maturity	Issuer	Par	Invested	Yield	Interest expected	Return
<b>Mortgage backed securities (agency)</b>								
31398E6W9	08/27/20	06/15/24	FHLM - FHR 3544 BC	3,922.85	4,110.41	0.532%	19.60	3,942.45
3137FBTA4	03/10/21	08/25/24	FHLM - FHMS K728	2,527,596.06	2,726,348.05	3.064%	16,016.10	2,543,612.16
3137F32A1	04/15/20	11/25/24	FHLM - KHG1 A1	622,467.06	667,206.88	0.999%	7,785.17	630,252.23
3137BL6J2	07/22/22	12/25/24	FHLM - FHMS K048 A1	435,673.10	431,316.36	3.425%	5,043.72	440,716.82
3137BM7B6	06/30/22	04/25/25	FHMS - K051 A1	1,891,313.08	1,876,537.19	3.299%	30,404.10	1,921,717.18
30315EAA4	07/24/20	05/25/25	FRESB - MFM	881,005.33	885,314.33	0.830%	4,164.51	885,169.84
3137BJQ71	03/15/21	05/25/25	FHLM - FHMS KPLB A	2,000,000.00	2,157,500.00	2.770%	26,832.39	2,026,832.39
30318NAA1	02/19/21	01/25/26	FRESB - 2021-SB83	1,205,670.97	1,211,332.80	0.505%	7,986.41	1,213,657.38
3137BPW21	03/25/21	03/25/26	FHLM - KHMS K055	2,500,000.00	2,700,000.00	2.673%	64,536.79	2,564,536.79
3137BP4J5	08/20/21	03/25/26	FHLM - FHMS K1R1	1,060,002.28	1,110,186.76	0.414%	26,026.79	1,086,029.07
30321CAQ5	07/23/21	04/25/26	FRESB - 2021-SB88	1,668,566.32	1,676,401.91	0.746%	14,680.49	1,683,246.81
30324QAC2	01/21/22	11/25/26	FRESB - 2022-SB94	4,181,823.62	4,201,164.56	1.500%	87,207.66	4,269,031.28
30311SAA7	04/22/22	04/25/27	FRESB - 2022-SB97	3,348,984.44	3,216,257.49	2.803%	84,965.39	3,433,949.83
30329MAA0	10/28/22	06/25/27	FRESB - 2022-SB103	1,473,543.20	1,320,128.19	4.989%	47,597.14	1,521,140.34
30329QAA1	11/18/22	09/25/27	FRESB - 2022-SB104	3,889,060.76	3,550,082.44	2.600%	169,188.93	4,058,249.69
3138L7D60	12/16/22	10/01/27	FHLM - AM6424	967,383.85	936,548.49	4.212%	55,469.92	1,022,853.77
3132XGRH1	01/27/23	11/01/27	FRESB - WN2287	2,981,001.75	2,953,986.42	3.929%	189,797.83	3,170,799.58
3132XFGC6	01/08/24	03/01/28	FHLM - WN1094	1,000,000.00	884,882.81	4.476%	26,169.32	1,026,169.32
3140LBSE4	01/09/24	03/01/28	FNMA - BS1416	1,000,000.00	877,773.44	4.300%	19,763.82	1,019,763.82
3140LJJC1	01/17/24	04/01/28	FNMA - BS7458	2,000,000.00	2,003,593.75	4.780%	184,212.96	2,184,212.96
3140LKEG4	01/09/24	05/01/28	FNMA - BS8234	1,381,540.00	1,378,841.68	4.448%	119,329.19	1,500,869.19
3132XFMP0	02/06/24	05/01/28	FHLM - WN1265	2,000,000.00	2,007,500.00	4.611%	187,142.31	2,187,142.31
30332EAA3	07/20/23	05/25/28	FRESB - 2023-SB107	2,996,477.41	2,931,330.99	4.090%	247,998.90	3,244,476.31
35564CAA5	01/11/24	06/25/28	FHLM - SLST 2018	993,007.98	953,016.13	5.366%	71,630.03	1,064,638.01
30333AAA0	08/17/23	06/25/28	FRESB - 2023-SB108	3,493,303.05	3,418,015.38	4.793%	307,249.32	3,800,552.37
3132XGYJ9	03/07/24	09/01/28	FHLM - WN2512	1,550,000.00	1,518,515.63	4.800%	141,571.44	1,691,571.44
30334CAA5	11/16/23	09/25/28	FRESB - 2023-SB111	2,749,215.18	2,687,663.00	5.284%	286,041.54	3,035,256.72
3132XGYR1	03/18/24	11/01/28	FHLM - WN2519	2,500,000.00	2,494,531.25	4.797%	259,691.49	2,759,691.49
3132XFNX2	02/13/24	11/01/28	FHLM - WN1305	2,000,000.00	1,992,031.25	4.350%	195,886.21	2,195,886.21
3132XGYU4	03/15/24	12/01/28	FHLM - WN2522	3,000,000.00	3,000,000.00	4.530%	305,404.09	3,305,404.09
3140NUFX2	01/30/24	12/01/28	FNMA - BZ0181	3,000,000.00	3,069,720.00	4.920%	338,584.99	3,338,584.99
30336BAA5	04/25/24	12/25/28	FRESB - 2024-SB113	3,500,000.00	3,470,705.00	5.217%	410,217.83	3,910,217.83
3132XGZE9	03/13/24	01/01/29	FHLM - WN2540	3,500,000.00	3,510,390.63	4.900%	397,802.35	3,897,802.35
3140NUN54	01/29/24	01/01/29	FNMA - BZ0411	2,000,000.00	1,985,220.00	4.400%	195,222.33	2,195,222.33
3140HRZ55	01/17/24	01/01/29	FNMA - BL0752	1,500,000.00	1,458,450.00	3.650%	120,969.61	1,620,969.61

# City of Carlsbad investment portfolio

## Investment detail

April 30, 2024

CUSIP	Settlement	Maturity	Issuer	Par	Invested	Yield	Interest expected	Return
3140NUUAS	03/19/24	03/01/29	FNMA - BZ0576	2,000,000.00	2,000,000.00	4.561%	214,671.83	2,214,671.83
3140NUUL1	03/13/24	03/01/29	FNMA - BZ0586	2,000,000.00	1,993,440.00	4.371%	203,322.90	2,203,322.90
<b>Total mortgage backed securities (agency)</b>				<b>\$ 75,801,558.29</b>	<b>\$ 75,260,043.21</b>	<b>3.771%</b>	<b>\$ 5,070,605.40</b>	<b>\$ 80,872,163.69</b>

### Municipal bonds

127145LE8	05/27/21	06/15/24	Cache County SD	3,250,000.00	3,505,872.50	0.400%	297,375.00	3,547,375.00
005158XL9	06/17/21	08/15/24	Ada & Canyon County School District	1,500,000.00	1,710,405.00	0.520%	237,083.33	1,737,083.33
419792ZK5	02/26/21	10/01/24	State of Hawaii	3,000,000.00	3,039,420.00	0.433%	86,549.17	3,086,549.17
419792ZK5	03/17/22	10/01/24	State of Hawaii	2,000,000.00	1,933,240.00	2.160%	40,723.78	2,040,723.78
79771FAX5	03/01/21	11/01/24	San Francisco City Public Utilities	1,000,000.00	1,004,450.00	0.600%	26,523.31	1,026,523.31
575181GX	06/02/21	12/01/24	Mason & Kitsap Counties School Distri	640,000.00	640,000.00	0.538%	12,041.64	652,041.64
023051YW9	07/19/21	02/01/25	Amarillo Independent SD	1,800,000.00	1,762,290.00	0.600%	-	1,800,000.00
882806HG0	03/22/21	02/15/25	Texas St Tech Univ	2,500,000.00	2,524,850.00	0.679%	93,800.00	2,593,800.00
91412HGE7	03/01/21	05/15/25	University of California	1,500,000.00	1,517,250.00	0.600%	55,724.13	1,555,724.13
91412HGE7	06/29/21	05/15/25	University of California	1,960,000.00	1,966,154.40	0.799%	67,111.92	2,027,111.92
625506QN3	02/02/21	06/15/25	County of Multnomah OR	2,000,000.00	2,006,040.00	0.430%	37,553.89	2,037,553.89
91412GU94	01/28/21	07/01/25	University of California	1,805,000.00	1,995,210.90	0.509%	244,645.68	2,049,645.68
20772KEW5	06/30/22	09/15/25	State of Connecticut	2,850,000.00	2,863,053.00	3.201%	476,400.00	3,326,400.00
13063DMA3	04/01/21	04/01/26	State of California	4,140,000.00	4,478,652.00	0.970%	161,300.35	4,301,300.35
13063DMA3	05/18/21	04/01/26	State of California	1,250,000.00	1,353,350.00	0.910%	342,250.56	1,592,250.56
736688MF6	09/01/21	06/15/26	Portland Community College	1,100,000.00	1,102,992.00	0.841%	122,255.56	1,222,255.56
569280EX4	12/07/21	06/15/26	Marion County School	1,880,000.00	1,885,245.20	1.374%	548,550.00	2,428,550.00
842475P82	02/11/22	07/01/26	Strhn CA ST Pub Pwr Auth	2,485,000.00	2,415,643.65	1.930%	47,357.32	2,532,357.32
797272QR5	08/12/21	08/01/26	San Diego Community College	3,000,000.00	3,209,550.00	0.860%	33,041.17	3,033,041.17
801315KR2	08/23/21	08/01/26	Santa Barbara CA USD	500,000.00	511,970.00	0.842%	81,862.08	581,862.08
798189PY6	08/23/21	08/01/26	San Jose Evergreen Community Colleg	750,000.00	799,522.50	0.842%	101,809.78	851,809.78
798170AJ5	01/06/22	08/01/26	San Jose Redevelopment	3,000,000.00	3,220,260.00	1.507%	342,742.58	3,342,742.58
6041295T9	08/10/22	08/01/26	Minnesota State	1,215,000.00	1,215,000.00	3.250%	174,512.81	1,389,512.81
79730CJK1	04/22/24	08/01/26	San Diego Pub Fin Auth Water Revenu	2,000,000.00	1,866,860.00	5.035%	86,586.50	2,086,586.50
13063DRD2	02/08/22	10/01/26	State of California	2,400,000.00	2,468,808.00	1.730%	170,415.98	2,570,415.98
419792ZN9	03/02/22	10/01/26	State of Hawaii	2,000,000.00	1,938,920.00	1.810%	264,891.67	2,264,891.67
13067WSW3	12/20/21	12/01/26	State of California	1,275,000.00	1,257,405.00	1.051%	977,643.33	2,252,643.33
13067WSW3	03/29/22	12/01/26	State of California	1,425,000.00	1,322,001.00	2.708%	84,523.29	1,509,523.29
13067WSW3	04/18/22	12/01/26	State of California	2,705,000.00	2,475,237.30	3.035%	90,565.95	2,795,565.95
016249FQ2	10/30/23	02/15/27	Alief Independent School District	1,980,000.00	1,969,209.00	5.380%	360,360.00	2,340,360.00
544646A77	06/13/22	05/01/27	Los Angeles Unified School District	3,500,000.00	3,883,600.00	3.820%	15,705.20	3,515,705.20
68608VDX9	10/13/23	05/01/27	State of Oregon	1,000,000.00	943,330.00	5.080%	132,640.00	1,132,640.00
91412HGF4	05/15/23	05/15/27	University of California	1,000,000.00	908,270.00	3.810%	52,640.00	1,052,640.00
544495VX9	08/27/23	07/01/27	Los Angeles Dept of Water & Power	1,500,000.00	1,580,685.00	4.100%	345,669.33	1,845,669.33
419794F72	06/06/23	07/01/27	State of Hawaii	1,125,000.00	1,004,962.50	4.720%	82,624.50	1,207,624.50
438701Y40	06/28/23	07/01/27	Honolulu Wastewater System Revenu	1,500,000.00	1,392,885.00	4.460%	168,412.50	1,668,412.50
796720NT3	02/22/23	08/01/27	San Bernardino Community College Di	1,500,000.00	1,328,325.00	1.480%	107,266.25	1,607,266.25
357155BA7	05/09/23	08/01/27	Fremont CA Unified School District	2,000,000.00	1,795,450.00	3.750%	94,110.34	2,094,110.34
68609TU22	08/22/23	08/01/27	Oregon State Dept of Transportation	1,585,000.00	1,394,070.90	1.354%	85,843.60	1,670,843.60
212204JH5	08/31/23	08/01/27	Contra Costa CA Community College D	1,000,000.00	909,510.00	4.720%	86,520.00	1,086,520.00
797272RP8	10/25/23	08/01/27	San Diego Community College	2,290,000.00	2,016,551.10	5.161%	149,582.80	2,439,582.80
072031AP2	08/01/23	10/01/27	Bay Area Water	1,250,000.00	1,185,562.50	4.742%	189,281.25	1,439,281.25
032556FB3	10/17/23	10/01/27	City of Anaheim	1,670,000.00	1,487,068.20	1.998%	133,466.40	1,803,466.40
68607DVD4	06/16/23	11/15/27	Oregon State Dept of Transportation	2,000,000.00	1,738,740.00	4.370%	97,560.00	2,097,560.00
13063DC48	12/14/23	02/01/28	State of California	1,440,000.00	1,289,520.00	4.500%	110,160.00	1,550,160.00
54438CYM8	12/19/23	08/01/28	Los Angeles Community College Dist	2,250,000.00	2,020,005.00	4.350%	180,675.00	2,430,675.00
802385SN5	11/17/23	08/01/28	Santa Monica Community College Dist	1,000,000.00	940,860.00	4.950%	176,350.00	1,176,350.00
798170AL0	08/09/23	08/01/28	San Jose Redevelopment	1,000,000.00	948,450.00	4.742%	189,281.25	1,189,281.25
83412PHS4	01/22/24	08/01/28	Solano County Community College Dis	2,000,000.00	1,775,780.00	4.227%	147,900.00	2,147,900.00
7994082H1	08/24/23	08/01/28	San Ramon Valley School District	1,000,000.00	861,870.00	4.850%	83,500.00	1,083,500.00



City of Carlsbad investment portfolio

Investment detail

April 30, 2024

CUSIP	Settlement	Maturity	Issuer	Par	Invested	Yield	Interest expected	Return
695802NN4	12/07/23	08/01/28	Pajaro Valley Unified School District	1,200,000.00	1,173,000.00	4.294%	257,640.00	1,457,640.00
882723B40	11/21/23	10/01/28	State of Texas	1,500,000.00	1,410,330.00	4.700%	248,325.00	1,748,325.00
882724RD1	11/21/23	10/01/28	State of Texas PFA	2,000,000.00	1,787,400.00	4.750%	227,600.00	2,227,600.00
13063DL22	11/15/23	10/01/28	State of California	1,000,000.00	860,500.00	5.008%	87,500.00	1,087,500.00
13077DQGO	02/08/24	11/01/28	California State University	2,500,000.00	2,209,350.00	4.260%	190,125.00	2,690,125.00
<b>Total municipal bonds</b>				<b>\$ 98,720,000.00</b>	<b>\$ 96,804,936.65</b>	<b>2.510%</b>	<b>\$ 9,306,579.20</b>	<b>\$ 108,026,579.20</b>

CUSIP	Settlement	Maturity	Issuer	Par	Invested	Yield	Interest expected	Return
<b>Cash and pooled investments</b>								
01WBCASH			Wells Fargo Bank - General	2,095,704.00	2,095,704.00	0.000%	-	2,095,704.00
01WBSWEEP			Wells Fargo Sweep account	9,233,807.09	9,233,807.09	5.168%	39,768.01	9,273,575.10
01WBCUSTODY			Principal - Custody	5,601,749.38	5,601,749.38	2.950%	13,770.97	5,615,520.35
01CAMP1028			CAMP	140,116,096.94	140,116,096.94	5.440%	635,192.97	140,751,289.91
01CI0502			LAIF City	211,182.37	211,182.37	4.272%	751.81	211,934.18
01CM0502			LAIF CMWD	853,582.88	853,582.88	4.272%	3,038.76	856,621.64
01PF10391			LAIF CPFA	781,913.62	781,913.62	4.272%	2,783.61	784,697.23
<b>Total cash and pooled investments</b>				<b>\$ 158,894,036.28</b>	<b>\$ 158,894,036.28</b>	<b>5.251%</b>	<b>\$ 695,306.12</b>	<b>\$ 159,589,342.40</b>

**GRAND TOTAL \$ 903,065,594.57 \$ 901,605,019.87 2.7677% \$ 66,714,662.30 \$ 969,780,256.87**

115 Trust Activity

April 30, 2024

The city's Section 115 Trust is a post-employment benefit trust that was established by City Council on September 12, 2023 (Resolution 2023-240). In connection with City Council Policy No. 86 and 98, the trust allows the city to stabilize pension cost volatility, maintain local control over the city's assets and earn a potentially higher rate of return than if the assets were kept in the General Fund. These funds are restricted and not pooled with other investment funds.

Period Ending	Contributions	Net Earnings	Distributions	Ending Balance
12/31/23	\$ 10,000,000.00	\$ 294,069.68	\$ -	\$ 10,294,069.68
01/31/24	-	(40,308.43)	-	10,253,761.25
02/29/24	-	216,565.94	-	10,470,327.19
03/31/24	-	231,767.31	-	10,702,094.50
04/30/24	-	(338,826.41)	-	10,363,268.09
Summary	\$ 10,000,000.00	\$ 363,268.09	\$ -	\$ 10,363,268.09



CITY COUNCIL  
**Staff Report**

**Meeting Date:** June 11, 2024

**To:** Mayor and City Council

**From:** Scott Chadwick, City Manager

**Staff Contact:** Katie Schroeder, Senior Accountant  
katie.schroeder@carlsbadca.gov, 442-339-5246

**Subject:** Annual levy of benefit assessments for the Buena Vista Channel Maintenance District Benefit Area No. 1 for Fiscal Year 2024-25

**District:** 1

**Recommended Action**

Adopt a resolution authorizing the annual levy of benefit assessments for the Buena Vista Channel Maintenance District Benefit Area No. 1 for fiscal year 2024-25.

**Executive Summary**

The City Council's approval is needed to levy benefit assessments for the Buena Vista Channel Maintenance District Benefit Area No. 1. This report details that there have been no changes to the original district boundary, the individual assessment cost for each parcel or to the assessment rates proposed for fiscal year 2024-25.

**Explanation & Analysis**

The Buena Vista Channel Benefit Assessment District was formed in 1989 at the request of affected property owners to provide an effective and consistent means of maintaining the channel for flood protection. The district includes 28 parcels located north of Marron Road, south of Highway 78, west of El Camino Real and east of Jefferson Street, as shown in Attachment B. Annual assessments collected from the property owners in the district are used to pay for the ongoing maintenance and administrative program costs of the channel.

The maintenance program is administered by city staff. Since 2003, this program has removed vegetation and other debris under the conditions of the approved program environmental impact report approved by the City Council in 2003 and the permits issued from the California Department of Fish and Wildlife and California Coastal Commission. The program's environmental impact report identified hand removal of the vegetation in one fifth of the northern half of the channel each year based on a five-year rotation as the preferred method of maintaining the channel. This method is preferred by the agencies because it restores flood conveyance capacity without dredging the channel bottom.

Field surveys of the channel bottom conducted in 2000, 2004, 2008, 2012 and 2018 indicate there has been no appreciable sediment buildup during this time. However, sedimentation has been observed in more recent field visits and vegetation growth within the stream impedes the

capacity of the channel to convey water, increasing the risk of flooding. Staff schedule vegetation removal each year, before the winter months, to maintain the channel as a flood conveyance corridor.

For compliance with the California Environmental Quality Act, the city prepared a supplemental environmental impact report that was certified by the City Council in 2013.

The current maintenance program requires the clearing of the vegetation on the north side of the creek in segmented intervals. This methodology was designed with input from the agencies with oversight over the aquatic resources within the channel to avoid significant impacts and the need to obtain permits for the work.

Staff have received permits from the California Coastal Commission and the California Department of Fish and Wildlife to continue maintenance activities in the channel. These permits are valid through August 2024. Staff are currently working with environmental consultants on new agreements and permits with these agencies for future channel maintenance.

Funds from the assessment were used for annual vegetation removal and environmental reporting services during fiscal year 2023-24. City staff have evaluated the existing fund balance of the district and recommend annual assessment rates be kept at a total collection amount of \$100,000, at the same parcel assessment rates as previous fiscal years. The original and current formula for leveling the assessments are based upon each owner's benefit from the maintenance of that portion of the total channel, which abuts or fronts upon the respective parcels.

There has been no change to the original district boundary and no change in the individual assessment cost for each parcel, so the City Council need only to approve the attached resolution adopting the annual benefit assessments to continue the district's operations for fiscal year 2024-25.

Adopting the attached resolution authorizing the annual levy of benefit assessments for the Buena Vista Channel Maintenance District Benefit Area No. 1 for fiscal year 2024-25 will fund the ongoing maintenance activities of the Buena Vista Channel and help prevent flooding in the area. Ongoing maintenance activities may be impacted if annual assessments are not collected from the property owners, and staff have identified no benefits to the city in not authorizing the annual levy.

### **Fiscal Analysis**

The entire maintenance program, including staff time, annual environmental reporting and vegetation removal, is funded by the benefit assessments collected from the district's adjacent property owners. The proposed fiscal year 2024-25 budget for the district is \$195,245. This amount will be funded with the annual assessments, previous interest earnings and accumulated fund balances.

The cash balance of the district at the end of fiscal year 2024-25 is estimated to be approximately \$1.30 million. This balance will be used to cover future potential annual operating deficits as well as any large-scale dredging that may be required in the future.

### **Next Steps**

With the City Council's approval, the Finance Department will submit property owner assessments for the upcoming fiscal year to the San Diego County Auditor to be included on the property tax rolls. Public Works staff will continue all necessary work and services for the ongoing maintenance and drainage of the Buena Vista Creek Channel.

### **Environmental Evaluation**

A supplemental program environmental impact report (EIR 02-03(A)), candidate findings of fact and the mitigation monitoring and reporting program were prepared for the maintenance and flood control activities of the Buena Vista Creek. The supplemental program environmental impact report was certified by the City Council on June 11, 2013, (Resolution No. 2013-136) in compliance with California Environmental Quality Act Guidelines Section 15090. This annual levy of benefit assessments is within the scope of the prior environmental documents and no further environmental documentation is required under CEQA Guidelines Section 15162.

### **Exhibits**

1. City Council resolution

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARLSBAD, CALIFORNIA, AUTHORIZING THE ANNUAL LEVY OF BENEFIT ASSESSMENTS FOR THE BUENA VISTA CHANNEL MAINTENANCE DISTRICT BENEFIT AREA NO. 1 FOR FISCAL YEAR 2024-25

WHEREAS, the City Council of the City of Carlsbad, California formed the Buena Vista Channel Maintenance District Benefit Area No. 1 in 1989 in response to a petition of affected property owners within the district and the terms and provisions of the Benefit Assessment Act of 1982 (California Government Code Section 54703 *et seq.*); and

WHEREAS, at this time the City Council is satisfied with the listing of the annual benefit assessments as submitted (Attachments A and B) for the levy of the benefit assessments and is ready to proceed to levy the annual assessments on each parcel of benefiting property within the boundaries of the district.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carlsbad, California, as follows:

1. That the above recitations are true and correct.
2. That the boundaries and parcels as approved within the Buena Vista Channel Maintenance District Benefit Area No. 1, located within the cities of Oceanside and Carlsbad, as shown in Attachment B, are still determined to be the properties benefitting from the proposed maintenance and no changes are proposed in the boundaries of the district.
3. That it is determined that the annual levy of assessment for the maintenance and/or servicing of the improvements is confirmed and levied for the next fiscal year 2024-25, as shown in Attachment A.

4. That it is further determined the applicable cost of the work and services may be greater than can conveniently be raised from a single annual assessment and the cost of the work and services can be collected over a period of years.
5. That the work of maintenance and/or servicing of improvements to be performed is generally described as follows:
  - (a) All necessary work and services for the maintenance and drainage of the Buena Vista Creek Channel between Jefferson Street and El Camino Real, including the preparation of plans and specifications; the preparation of environmental studies; the processing of required governmental and agency permits; the removal and disposal of vegetation, and other debris; the implementation of required mitigation measures; and all other works of maintenance, is to be performed within the cities of Oceanside and Carlsbad.
  - (b) The proposed work will consist of a yearly clearing program of the channel area based on the certified Program Environmental Impact Report and Supplemental Environmental Impact Report for the Buena Vista Channel.
6. That the city's Finance Department is directed to file assessments for the upcoming fiscal year and submit a final letter of fixed charge special assessments, as certified by the City Clerk's Office, to the County of San Diego Auditor by no later than the third Monday in August of 2024, or as required by the County of San Diego Auditor.
7. That the City Clerk's Office is directed to file certified copies of this resolution, including Attachments A and B, with the City Engineer of the City of Oceanside.
8. That the assessments shall be collected at the same time and in the same manner as County of San Diego taxes are collected, and all laws providing for the collection and

enforcement of County of San Diego taxes shall apply to the collection and enforcement of the assessments.

9. That the city's Finance Department is directed to issue handbills and collect assessments as necessary.
10. That the assessments as authorized above and levied will provide revenue and relate to the fiscal year commencing July 1, 2024, and ending June 30, 2025.

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Carlsbad on the \_\_ day of \_\_\_\_\_, 2024, by the following vote, to wit:

AYES:

NAYS:

ABSTAIN:

ABSENT:

---

KEITH BLACKBURN, Mayor

---

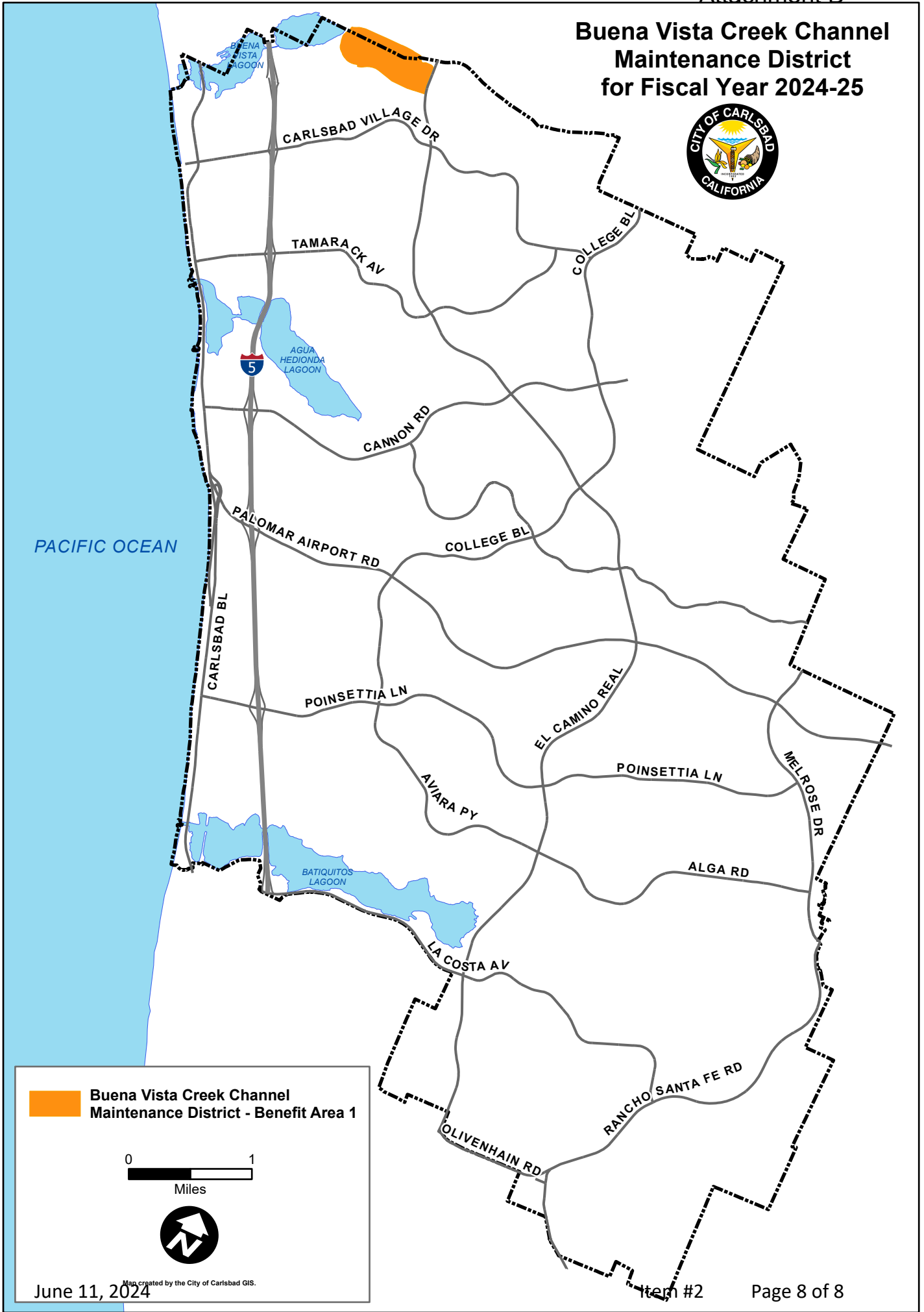
SHERRY FREISINGER, City Clerk  
(SEAL)



Buena Vista Channel Maintenance District Benefit Area No. 1  
Annual Benefit Assessments for Fiscal Year 2024-25

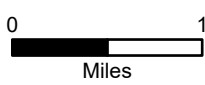
APN	Acreage	Percent	Assessment	Owner
156-301-07	1.39	5.867%	\$ 3,185.50	R P I CARLSBAD LP
156-301-08	0.72	3.039%	\$ 1,650.04	M S C L L C
156-301-09	2.37	10.004%	\$ 5,431.39	SEARS ROEBUCK & CO R P I CARLSBAD LP
156-301-12	0.33	1.393%	\$ 756.27	R P I CARLSBAD LP
156-302-05	0.28	1.182%	\$ 641.68	PLAZA CAMINO REAL
156-302-06	0.78	3.293%	\$ 1,787.55	BRIDGESTONE RETAIL OPERATIONS LLC
156-302-07	0.44	1.857%	\$ 1,008.36	WESTERN PROPERTIES THREE L L C R P I
156-302-09	4.26	17.982%	\$ 9,762.75	R P I CARLSBAD LP
156-302-10	2.20	9.287%	\$ 5,041.80	PENNEY PROPERTY SUB HOLDINGS LLC
156-302-12	0.16	0.675%	\$ 366.68	M S C L L C
156-302-15	0.93	3.926%	\$ 2,131.31	MACYS PRIMARY REAL EST INC
156-302-16	0.60	2.533%	\$ 1,375.04	MACYS PRIMARY REAL EST INC
156-302-18	0.06	0.253%	\$ 137.50	R P I CARLSBAD LP
156-302-19	0.15	0.633%	\$ 343.76	R P I CARLSBAD LP
156-302-20	0.32	1.351%	\$ 733.35	R P I CARLSBAD LP
156-302-21	0.07	0.295%	\$ 160.42	R P I CARLSBAD LP
156-302-22	0.58	2.448%	\$ 1,329.20	CHASM ENTERTAINMENT INC R P I CARLSBAD
156-302-26	0.83	3.504%	\$ 1,902.13	M S C L L C
156-302-27	1.77	7.472%	\$ 4,056.36	R P I CARLSBAD LP
156-302-30	3.35	14.141%	\$ 7,677.28	PLAZA CAMINO REAL
156-302-34	1.17	4.946%	\$ 2,685.16	R P I CARLSBAD LP
156-302-35	0.93	3.919%	\$ 2,127.47	R P I CARLSBAD LP
<b>Subtotal</b>	<b>23.69</b>	<b>100.000%</b>	<b>\$ 54,291.00</b>	
156-302-02	0.58	55.769%	\$ 818.69	CRMAD PROPERTIES L L C
156-302-03	0.22	21.154%	\$ 310.54	BAYROOTI FAMILY TRUST 01-25-20
156-302-04	0.24	23.077%	\$ 338.77	PETERSON KRISTINE PETERSON LORRAINE
<b>Subtotal</b>	<b>1.04</b>	<b>100.000%</b>	<b>\$ 1,468.00</b>	
156-301-16	19.51	60.855%	\$ 26,922.70	P K I NORTH COUNTY PLAZA L P
156-301-17	2.67	8.328%	\$ 3,684.45	CROWN JEWEL PROPERTIES L L C
165-120-56	9.88	30.817%	\$ 13,633.85	CROWN JEWEL PROPERTIES L L C
<b>Subtotal</b>	<b>32.06</b>	<b>100.0000%</b>	<b>\$ 44,241.00</b>	
<b>Total</b>	<b>56.79</b>	<b>100%</b>	<b>\$ 100,000.00</b>	

# Buena Vista Creek Channel Maintenance District for Fiscal Year 2024-25



Document Path: \\shares\GIS\_app\cbgis\products\Standard Maps\FINANCE\2024\BuenaVistaChannel\District\_8x11.pagx

 Buena Vista Creek Channel Maintenance District - Benefit Area 1



June 11, 2024

Map created by the City of Carlsbad GIS.



CITY COUNCIL  
**Staff Report**

**Meeting Date:** June 11, 2024

**To:** Mayor and City Council

**From:** Scott Chadwick, City Manager

**Staff Contact:** Katie Schroeder, Senior Accountant  
 katie.schroeder@carlsbadca.gov, 442-339-5246

**Subject:** Initiating Proceedings for the Annual Levy of Assessments within Street Lighting and Landscaping District No. 1, a Special Assessment District

**Districts:** All

**Recommended Action**

Adopt a resolution initiating the proceedings, approving the preliminary engineer's report for fiscal year 2024-25 and setting a public hearing for July 16, 2024, for the annual levy of assessments within Street Lighting and Landscaping District No. 1, a special assessment district.

**Executive Summary**

Carlsbad's Street Lighting and Landscaping District No. 1 funds the cost of operating and maintaining the city's street lighting system through assessments from each parcel in the city based on the special benefit received by each parcel.

The City Council's approval of this state-mandated report and scheduling of a public hearing is needed to initiate the proceedings for the annual levy of assessments within the district for fiscal year 2024-25 under the procedures set forth in California Streets and Highways Code Sections 22620-22641.

**Explanation & Analysis**

This district includes the Street Tree Improvement Zone and the Median Landscaping Improvement Zone.

- The Street Tree Improvement Zone is not citywide; it includes only the properties within the city that have street trees within the public right-of-way areas. Its maintenance program provides scheduled tree trimming, treatment of damaged trees, and emergency response to fallen trees within the public right of way.
- The Median Improvement Zone funds the cost of maintaining the street medians throughout the city. This improvement zone includes plant and tree maintenance care and structural replacement of the medians when necessary.

(Another district, Street Lighting and Landscaping District No. 2, assesses fees that pay for the maintenance and replacement costs of streetlights, street trees and medians only within that district.)

The district was formed under the terms of California Streets and Highways Code Section 22500, known as the Landscaping and Lighting Act of 1972. This law requires a report by an engineer for each fiscal year for which assessments are to be levied and collected.

This report is to contain:

- a) Plans and specifications for the improvements.
- b) An estimate of the costs of the improvements.
- c) A diagram of the assessment district.
- d) An assessment of the estimated costs of the improvements.
- e) If bonds or notes will be issued, an estimate of their principal amount.

The report can be found as Attachment A to Exhibit 1.

A single-family residential parcel that benefits from the Street Lighting Improvement Zone, Street Tree Improvement Zone and Median Landscaping Improvement Zone will continue to have an anticipated assessment of \$70.44 for fiscal year 2024-25.

**Street Lighting and Landscaping District No. 1  
proposed assessments for  
the average single-family parcel**

<b>Improvement zone</b>	<b>Average assessments fiscal year 2024-25</b>
Street lighting	\$ 26.00
Street tree	36.10
Median landscaping	8.34
<b>Total</b>	<b>\$ 70.44</b>

The rates have remained the same for the last 28 fiscal years because the district was formed without an allowable rate inflator. In addition, Proposition 218, a state law that placed restrictions on local government financing, would require a notice and ballot to be sent to each property owner who is to be assessed, followed by a public hearing, before assessment rates could be increased.

Along with holding the public hearing, the City Council’s adoption of the annual assessments is required for the district to continue to levy and collect assessments from property owners.

Staff will present a summarized report on the maintenance and operations of the district, which are detailed in the preliminary engineer's report in Attachment A to Exhibit 1, at the public hearing scheduled on July 16, 2024.

## Fiscal Analysis

The actual total to be collected from property assessments is \$1,570,022. A further funding breakdown of the three zones follows:

<b>Funding source</b>	<b>Street lighting</b>	<b>Street trees</b>	<b>Medians</b>	<b>Total</b>
Assessment collection	\$ 744,928	\$ 472,456	\$ 352,638	\$ 1,570,022
General benefit (General Fund)	172,395	-	-	172,395
Contributions from District #2	84,451	83,555	219,538	387,544
Miscellaneous revenue & interest earnings	90,908	6,700	8,300	105,908
Transfer from the General Fund	-	500,000	1,000,000	1,500,000
Amount from/(to) fund reserves	120,856	(1,156)	53,164	172,864
<b>Total funding sources</b>	<b>\$ 1,213,538</b>	<b>\$ 1,061,555</b>	<b>\$ 1,633,640</b>	<b>\$ 3,908,733</b>
<b>Total cost estimate</b>	<b>\$ 1,213,538</b>	<b>\$ 1,061,555</b>	<b>\$ 1,633,640</b>	<b>\$ 3,908,733</b>

The fiscal year 2024-25 Street Lighting and Landscaping District No. 1 total budget for the three zones is projected to be \$3,908,733. It is anticipated that these budgets will be approved by the City Council with the city's fiscal year 2024-25 Adopted Budget on June 18, 2024.

The Street Lighting Improvement Fund is projected to receive \$90,908 in miscellaneous revenue and interest earnings. This amount includes the city's General Fund contribution of \$29,008 to cover the operations and maintenance costs for the city street lights adjacent to city properties, as the city-owned parcels are non-assessable on the County of San Diego tax rolls. It also includes interest earned on cash reserves of \$61,900.

The city's Street Lighting and Landscaping District No. 2 will contribute \$387,544 to cover the cost of maintaining the improvements within that district. These contributions are made because all costs for the city streetlights, street trees and medians are charged through Street Lighting and Landscaping District No. 1. The contribution from District No. 2 is made to reimburse District No. 1 for those streetlight, street tree and median landscaping costs that are attributable to District No. 2.

The city's General Fund will also contribute \$172,395 to the Street Lighting Improvement Fund as "general benefit" assessments, as further described in the attached report. Any share of benefits received from an improvement that does not provide a special benefit to the properties being assessed is considered a general benefit provided by the improvements. The cost of the general benefit is contributed by the city from the General Fund. The city has

determined that there is no general benefit in the Street Tree Improvement Fund and the Median Landscaping Improvement Fund.

Total revenues and accumulated fund reserves in the Median Landscaping Improvement Fund and Street Trees Improvement Fund will not be sufficient to cover anticipated costs for the upcoming fiscal year. Beginning in fiscal year 2004-05, the General Fund began transferring funds to the Median Landscaping Improvement Fund to cover the fund's annual deficit. The Fiscal Year 2024-25 Operating Budget, which is to be presented to the City Council on June 18, 2024 for final approval, includes another transfer from the General Fund to the Median Landscaping Improvement Fund in the amount of \$1,000,000.

Similarly, fiscal year 2024-25 is the 15<sup>th</sup> year in which a transfer from the General Fund to the Street Trees Improvement Fund will be required. The budget also includes a transfer of \$500,000 from the General Fund to the Street Trees Improvement Fund for fiscal year 2024-25.

### **Next Steps**

With the City Council's approval, the Finance Department will work with the city's contracted assessment engineer to complete the final report for fiscal year 2024-25 to be presented at the public hearing for the adoption of the annual levy of assessments to be held on July 16, 2024.

### **Environmental Evaluation**

The recommended 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 in the environment or a reasonably foreseeable indirect physical change in the environment.

### **Exhibits**

1. City Council resolution

**RESOLUTION NO.**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARLSBAD, CALIFORNIA, INITIATING THE PROCEEDINGS, APPROVING THE PRELIMINARY ENGINEER'S REPORT FOR FISCAL YEAR 2024-25 AND SETTING A PUBLIC HEARING FOR JULY 16, 2024, FOR THE ANNUAL LEVY OF ASSESSMENTS WITHIN STREET LIGHTING AND LANDSCAPING DISTRICT NO. 1, A SPECIAL ASSESSMENT DISTRICT

WHEREAS, the City Council of the City of Carlsbad, California previously formed a special assessment district pursuant to the terms of the Landscaping and Lighting Act of 1972 (California Streets and Highways Code Section 22500 *et seq.*), known and designated as City of Carlsbad Street Lighting and Landscaping District No. 1; and

WHEREAS, the district is an existing assessment district in which assessments are not proposed to be increased as defined by Article XIID of the California Constitution (Proposition 218) and the Proposition 218 Omnibus Implementation Act (California Government Code Section 53750 *et seq.*), and is therefore exempt from the Proposition 218 procedures and requirements pursuant to California Constitution Article XIID Section 5, subdivision (a); and

WHEREAS, the City Council wishes to initiate proceedings to provide for the annual levy of assessments for fiscal year 2024-25 to provide for the annual costs for maintenance of improvements, defined as existing street lighting, median landscaping and street trees within the district; and

WHEREAS, a preliminary engineer's report has been prepared and is presented to the City Council and is attached as Attachment A, as required by law, and the City Council desires to continue with the proceedings for the annual levy; and

WHEREAS, the improvements to be maintained shall consist of all originally designated and authorized improvements, as well as certain new and additional improvements; and

WHEREAS, the City Council has carefully examined and reviewed the engineer's report as presented, and is satisfied with each and all of the items and documents as set forth within it, and is

satisfied that the assessments, on a preliminary basis, have been distributed in accordance with the benefits received from the improvements to be maintained, as set forth in the engineer's report.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carlsbad, California, as follows:

1. That the above recitations are true and correct.
2. That the public interest and convenience require, and it is the intention of this legislative body to levy and collect assessments to pay the annual costs and expenses for the maintenance and/or servicing of the improvements for City of Carlsbad Street Lighting and Landscaping District No. 1, with the improvements generally described as follows: the maintenance of certain street lighting improvements, street trees, and median landscaping improvements, as set forth and described in the engineer's report. The proposed new improvements to be maintained and serviced caused generally by new development within the district are described as follows: the maintenance of certain additional street lighting improvements and additional landscaping improvements, including replacement of street trees and median landscaping improvements, all as set forth and described in the engineer's report.
3. That the improvements are of direct benefit to the properties within the boundaries of the district, which the legislative body previously declared to be the area benefited by the improvements, as identified and referenced in the boundary map previously approved by the City Council, a copy of which is on file in the office of the City Clerk and open for public inspection, and which is designated by the name of the district.
4. That the improvements are referred to in the Harris & Associates preliminary engineer's report, and Harris & Associates is directed to complete and file the engineer's report generally containing the following:
  - A. Plans and specifications describing the general nature, location and extent of the improvements within the district;



B. A diagram for the district, showing the area and properties proposed to be assessed;

C. An estimate of the cost of the maintenance and/or servicing of the improvements for the district for the fiscal year commencing July 1, 2024, and ending June 30, 2025; and

D. An assessment of the estimated costs of the maintenance and/or servicing, assessing the net amount upon all assessable lots and/or parcels within the district in proportion to the benefits received.

5. That the engineer's report, as presented, is approved on a preliminary basis, and is ordered to be filed in the office of the City Clerk as a permanent record and to remain open to public inspection. Reference is made to the engineer's report for a full and detailed description of the improvements to be maintained, the boundaries of the district and any zones within it, and the proposed assessments upon assessable lots and parcels of land within the district. All Street Lighting Improvement Zone, Street Tree Improvement Zone and Median Landscaping Improvement Zone assessments are to remain the same as the previous year and all new assessments added to the tax roll will be calculated at the same unit rates as the previous year.
6. Notice is hereby given that a public hearing is scheduled for 5 p.m. at the City Council Chambers located at 1200 Carlsbad Village Drive in Carlsbad, California, on the following date:

**Tuesday, July 16, 2024**

At that time this legislative body will hear protests or objections in reference to the annual levy of assessments and to any other matters contained in this resolution. Any persons who wish to object to the proceedings or the annual levy should file a written

protest with the City Clerk prior to the time set for the public hearing. If there is a majority protest against the levy of an annual assessment that is increased from any previous year, the proposed increase in the assessment shall be abandoned. A majority protest exists if, upon the conclusion of the hearing, written protests filed and not withdrawn, represent property owners owning more than 50% of the assessable area of land within the district.

7. That the City Clerk is authorized and directed to give notice as required by law by causing a copy of this Resolution to be published in a newspaper of general circulation within the City of Carlsbad not less than 10 days prior to the date set for the public hearing.
8. For any and all information relating to these proceedings, including information relating to protest procedure, your attention is directed to the persons designated below:

CITY OF CARLSBAD, CITY CLERK  
1200 CARLSBAD VILLAGE DRIVE, CARLSBAD, CA 92008

and

ANNA TAN-GATUE, PROJECT MANAGER  
HARRIS & ASSOCIATES  
TELEPHONE: (800) 827-4901 EXT. 2344

Owners of property within the district may mail written protests to the following address:

CITY OF CARLSBAD, CITY CLERK  
1200 CARLSBAD VILLAGE DRIVE, CARLSBAD, CA 92008

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Carlsbad on the \_\_\_ day of \_\_\_\_\_, 2024, by the following vote, to wit:

AYES:

NAYS:

ABSTAIN:

ABSENT:

---

KEITH BLACKBURN, Mayor

---

SHERRY FREISINGER, City Clerk

(SEAL)

# CITY OF CARLSBAD

## PRELIMINARY ENGINEER'S REPORT FISCAL YEAR 2024-25 STREET LIGHTING AND LANDSCAPING DISTRICT NO. 1

May 21, 2024

PREPARED BY



**Harris & Associates**

Anna Tan-Gatue, P.E.  
R.I.E. 14356 Exp. 06/30/25  
[www.WeAreHarris.com](http://www.WeAreHarris.com)



# TABLE OF CONTENTS

Introduction .....1  
Part 1 – Street Lighting Improvement Zone .....3  
Part 2 – Street Tree Improvement Zone.....8  
Part 3 – Median Landscaping Improvement Zone .....12  
Exhibit A – Parcels no longer in LLD No. 1 .....16

# INTRODUCTION

This report constitutes the Engineer's Report for City of Carlsbad ("city") Street Lighting and Landscaping District No. 1 ("Assessment District") and was prepared at the Direction of the City Council pursuant to the requirements of the Landscaping and Lighting Act of 1972, being Division 15, Part 2 of the Streets and Highways Code of the State of California, commencing with Section 22500 ("Act").

The report applies to Fiscal Year 2024-25 commencing July 1, 2024, and ending on June 30, 2025 ("Fiscal Year"). The report has been prepared in three parts corresponding to the three special improvement zones within the Assessment District; Street Lighting, Street Trees and Median Landscaping. Pursuant to the requirements of the Act, each part contains the following four components:

1. **PLANS AND SPECIFICATIONS FOR THE IMPROVEMENTS.** The plans and specifications describe the general nature, location and extent of the improvements to be maintained.
2. **A DIAGRAM FOR THE ASSESSMENT DISTRICT.** The diagram shows the exterior boundaries of the Assessment District, the boundaries of the specified improvement zone within the Assessment District, and the lines and dimensions of each lot or parcel within the District. Each lot or parcel is identified by a distinctive number or letter. The lines and dimensions of each lot conform to those shown on the San Diego County Assessor's maps. For purposes of clarity, only a generalized diagram is included within the report. The detailed assessment diagram is on file at the city's City Clerk's Office.
3. **AN ESTIMATE OF THE COSTS OF THE IMPROVEMENTS.** The estimate of costs of the improvements contains estimates for the following:
  - a. The total cost of maintaining and servicing the improvements for the specified improvement zone including all incidental expenses for the fiscal year.
  - b. The amount of any surplus or deficit in the improvement fund to be carried over from the preceding fiscal year.
  - c. The amount of any contributions to be made from sources other than assessments levied pursuant to the Assessment District.
  - d. The amount, if any, of the annual installment for the fiscal year where the City Council has ordered an assessment for the estimated cost of any improvements to be levied and collected in annual installments.
  - e. The net amount to be assessed upon assessable lands within the Assessment District, being the total improvement costs referred to in sub-section a, increased or decreased, as the case may be, by any of the amounts referred to in sub-sections b, c or d.
4. **AN ASSESSMENT OF THE ESTIMATED COSTS OF THE IMPROVEMENTS.** The assessment shall refer to the new fiscal year and shall do all of the following:
  - a. State the net amount to be assessed upon the assessable lands within the Assessment District.

- b. Describe each assessable lot or parcel of land within the Assessment District. Due to the large number of parcels within the Assessment District, the city uses the assessor's parcel number from San Diego County records assessment rolls for a description of the lots. A copy of the assessment roll including such description is kept on file at the city's Finance Department.
- c. Assess the net amount upon all assessable lots or parcels of land within the Assessment District by apportioning that amount among the several lots or parcels in proportion to the estimated benefits to be received by each lot or parcel from the improvements.

# PART 1 – STREET LIGHTING IMPROVEMENT ZONE

## PLANS AND SPECIFICATIONS

The improvement work consists of maintenance and servicing of the 7,383 street lights within the boundaries of the Assessment District including all supporting poles, mast arms, pull boxes, wiring, conduits and other appurtenances. The total number of street lights maintained and serviced includes approximately 266 streetlights that were repaired during the previous Fiscal Year. The general location of the street light improvements are as shown on the city’s full-scale map titled “Street Lighting Improvement Zone and Lighting Facilities Location Diagram for Fiscal Year 2024-25” on file at the city’s City Clerk’s Office. A reduced copy of the map is included as Figure 1 in this report.

## DIAGRAM OF THE ASSESSMENT DISTRICT

The diagram of the Assessment District is as shown on the city’s full scale map titled “Street Lighting Improvement Zone and Lighting Facilities Location Diagram for Fiscal Year 2024-25” on file at the city’s City Clerk’s Office. A reduced copy of the map is included as Figure 1 in this report. The lines and dimensions of each lot or parcel within the Street Lighting Improvement Zone and the distinctive assessor’s parcel number are shown on the San Diego County Assessor’s map which is also on file at the city’s City Clerk’s Office.

## ESTIMATED COST OF THE IMPROVEMENTS

The estimated total cost of maintaining and servicing the city’s inventory of public street lighting improvements is \$1,213,538.

The estimated total cost includes the furnishing of all services and materials for the ordinary and usual operation, maintenance and servicing of installed streetlights and the provision of electric current. For budgetary purposes, the costs are segregated into two categories of Personnel, and Maintenance and Operations. These two categories include the following services and expenditures:

City staff assigned to Street Lighting services, city administration (updating expenditures and segregation of the assessments), engineering and legal expenses, coordination between residents and city staff for the maintenance of city street lights, providing expertise to city inspectors during inspection of lighting systems, coordinating underground service alert mark-outs for various city departments, performing mark-outs for street light systems, maintaining as-built records of city street light system for future maintenance, updating of the street lighting mapping and inventory database, performing routine night surveillance, checking proposed improvement plans for conformance with city standards regarding street lights, coordinating with Planning, Transportation, Traffic and Engineer's of Work to ensure that departmental needs are met, the provision of electrical current and the cost for purchase of capital equipment and new street light facilities.

The following table shows the breakdown of the estimated total costs into the two budgetary categories.



**TOTAL ESTIMATED FY 2024-25  
 STREET LIGHTING MAINTENANCE & SERVICE COSTS**

Personnel	\$245,357
Maintenance & Operations	\$968,180
<b>Total Cost Estimate</b>	<b>\$1,213,538</b>

\* amounts are shown in whole numbers and total may differ slightly due to rounding

The net assessable amount to be levied upon the assessable lands within the Assessment District is \$1,213,538. This amount is derived by subtracting the amounts of the current improvement fund surplus and contributions from other funding sources from the total cost estimate. The following table shows how the net assessable amount is derived:

**FY 2024-25  
 NET ASSESSABLE AMOUNT – STREET LIGHTING MAINTENANCE**

Total Cost Estimate	\$1,213,538
Less:	
Contribution for Services to Public Parcels	\$29,008
Contribution from LLD No. 2	\$84,451
General Benefit Contribution	\$172,395
Interest Earned	\$61,900
Misc Revenues	\$0
Projected Fund Balance from Previous Fiscal Year	\$2,545,617
Plus:	
Estimated Fund Reserve at end of Fiscal Year	\$2,424,762
<b>Net Assessable Amount</b>	<b>\$ 744,928</b>

\* amounts are shown in whole numbers and total may differ slightly due to rounding

The contribution for services to public parcels has been estimated at \$29,008. This contribution is made since public parcels are non-assessable on the San Diego County tax rolls. The city's General Fund will contribute \$201,403 (\$172,395 general benefit contribution plus \$29,008 public parcel contribution).

Any share of the benefits received from an improvement that does not provide a special benefit to the assessed properties is considered to be a general benefit provided by the improvements. The cost of such general benefit is not to be assessed to the properties in the Assessment District, but instead is contributed by the city from the city’s General Fund. For street lighting the city has determined that general benefit is derived exclusively along the city’s arterial roads. The amount of general benefit is established by multiplying the number of arterial street lights by the difference between the average annual cost to maintain a light on an arterial street and a local street. The table on the following page shows the calculation of the cost estimate for general benefit for Street Lights.

**COST ESTIMATE FOR GENERAL BENEFIT  
 STREET LIGHT SUMMARY PER SAN DIEGO GAS & ELECTRIC CO.**

Lamp Size (Watts)	Lamp Type	Number Lights	Monthly Rate	Monthly Amount	Annual Amount	Annual Cost per Light	General Benefit
-------------------	-----------	---------------	--------------	----------------	---------------	-----------------------	-----------------

Local Lights:

40	IND	4,231	\$3.37	\$14,258.47	\$171,101.64	\$40.44	\$0.00
40	LED	684	\$3.23	\$2,209.32	\$26,511.84	\$38.76	\$0.00
Subtotal-1		4,915			\$197,613.48		\$0.00

Lights over 40 Watts

70	LED	101	\$5.73	\$578.73	\$6,944.76	\$68.76	\$3,030.00
85	IND	13	\$7.14	\$92.82	\$1,113.84	\$85.68	\$588.12
85	LED	31	\$7.01	\$217.31	\$2,607.72	\$84.12	\$1,406.16
100	IND	686	\$8.40	\$5,762.40	\$69,148.80	\$100.80	\$41,406.96
100	LED	129	\$8.27	\$1,066.83	\$12,801.96	\$99.24	\$7,801.92
111	LED	813	\$9.38	\$7,625.94	\$91,511.28	\$112.56	\$59,999.40
120	LED	668	\$9.95	\$6,646.60	\$79,759.20	\$119.40	\$53,867.52
150	IND	14	\$12.58	\$176.12	\$2,113.44	\$150.96	\$1,547.28
250	IND	13	\$20.98	\$272.74	\$3,272.88	\$251.76	\$2,747.16
Subtotal-2		2,468			\$269,273.88		\$172,394.52

**Total** **7,383** **\$466,887.36** **\$172,394.52**

**General Benefit =** **\$172,395**

FY 2024-25 Lighting Budget Amount \$1,213,538

FY 2024-25 Public Parcel Contribution \$29,008

**Total Est. Cost Less Public Parcel Contribution\*** **\$1,184,530**

General Benefit Percentage	14.55%
----------------------------	--------

\* Based on preliminary budget estimates

## AN ASSESSMENT OF THE ESTIMATED COSTS OF THE IMPROVEMENTS

The lighting and the orderly circulation of traffic directly benefit the developments within the District. The improvements and annexation into the Street Lighting Zone are required for the approval of, and as a consequence of, new development, and thus benefit the respective developments. The lighting is of benefit to abutting parcels as it provides increased property protection, personal safety, visibility, traffic safety, and enhances those areas fronting upon the illuminated street.

All of the parcels within the Assessment District are located within the City of Carlsbad and are approved developments or are in the final stages of obtaining approval for a proposed development. As a condition of approval, the developer is required by the city to provide certain standard street lighting for the entire area within the development and pay the energy costs for the initial 18-month period. The units in a development are assessed the following fiscal year after the street lights are energized.

Two Zones of benefit have been created within the citywide Street Lighting Zone as follows:

Zone 1 – City owned and maintained street lights

Zone 2 – Undeveloped property – non-benefiting, not assessed

Zone 1 consists of the following eight sub-codes.

- CODE A1\* Street lights at intersections only (residential)
- CODE B1\* Street lights at intersections and mid-block (residential)
- CODE C1\* Street light spacing at current city engineering standards (residential)
- CODE D1\* City owned street lights on surrounding streets, private lighting within the development (single-family residential, only adjacent city lights will be calculated for code assessment cost)
- CODE E2\*\* Street light spacing at current city standard, condos and apartment buildings, ten units and above
- CODE F2\*\* Street light spacing at current city standard, commercial and industrial parcels
- CODE G2\*\* Special lighting and spacing standard, downtown redevelopment area
- CODE H1\*\*\* Street light spacing at current city standard, time shares only

\* The unit rate of assessment for these codes was based on equal shares of cost of maintenance and operation of the total lights within each code at the time of formation.

\*\* The unit rate of assessment for these codes at the time of formation was based on the share of cost of maintenance and operation of total lights as determined by front footage percentage of each parcel in relation to total footage within each code.

\*\*\*The unit rate of assessment for this code at the time of formation was based on a flat rate per unit.

The method of assessment for codes within Zone 1 is based on units as shown in the following table. In the case of codes A1, B1, C1, and D1, a residential dwelling is equal to one benefit unit. In Code E2 condominium dwelling units or apartment buildings with ten units and above are assigned units based on the front footage of these developments. In Code F2 commercial and industrial parcels are assigned units based on the front footage of these developments. Code G2 includes the downtown redevelopment area and units in this code are also based on front footage. Code H1 only includes time share units, which are all assigned the same cost per unit.

**METHOD OF ASSESSMENT FOR STREET LIGHTING**

Street Lighting Code	Benefit Unit
A1, B1, C1, D1	Residential dwelling unit = one benefit unit
E2, F2, G2	Commercial, residential and redevelopment area = one front foot of street frontage = one benefit unit
H1	Time shares = \$0.20 per weekly unit

The Street Lighting Zone assessments will not increase in Fiscal Year 2024-25 and will remain at the same unit rates as assessed in the last 28 fiscal years. All new assessors’ parcels, which by petition of the property owner(s) have been added to the Street Lighting Zone, will be calculated at the same unit rates as used in the last 28 fiscal years.

The rate per assessment unit for Fiscal Year 2024-25 in each of the eight codes is shown in the following table.

**STREET LIGHTING ASSESSMENT UNIT RATES**

Street Lighting Code	Rate per Unit
A1	\$14.84 / Unit
B1	\$23.94 / Unit
C1	\$26.00 / Unit
D1	\$6.90 / Unit
H1	\$0.20 / Unit
E2	\$0.372765 / Foot
F2	\$0.580858 / Foot
G2	\$2.690464 / Foot

For specific assessment on each parcel, reference is made to the Assessment Roll on file in the city’s Finance Department, which is incorporated herein by this reference as though set forth in full.

## PART 2 – STREET TREE IMPROVEMENT ZONE

### PLANS AND SPECIFICATIONS

The existing number of trees within the public right of way that the city has maintenance responsibility for is approximately 6,958 trees. The work consists of maintenance to all the city accepted and inventoried trees within the public right-of-ways. Tree maintenance includes planting, canopy pruning, root pruning, removing and replacing. The district annually responds to approximately 2,450 street tree requests/work orders and provides storm or other emergency assistance as necessary. The district also funds a Block Pruning Program where every tree within the district is inspected/pruned on a 4 – 4 ½ year cycle and selective genus (e.g. Eucalyptus, Ficus, Pyrus, Palms (all species), Podocarpus and Platanus) are also pruned on a supplemental 2 - 2 ¼ year cycle. The general location of the street tree improvements are as shown on the city’s full-scale map titled “Street Tree Improvement Zone Location Diagram for Fiscal Year 2024-25” on file at the city’s City Clerk’s Office. A reduced copy of the map is included as Figure 2 in this report.

### DIAGRAM OF THE ASSESSMENT DISTRICT

The diagram of the Assessment District is as shown on the city’s full-scale map titled “Street Tree Improvement Zone Location Diagram for Fiscal Year 2024-25” on file at the city’s City Clerk’s Office. A reduced copy of the map is included as Figure 2 in this report. The lines and dimensions of each lot or parcel within the Street Tree Improvement Zone and the distinctive assessor’s parcel number are shown on the San Diego County Assessor’s map which is also on file at the city’s City Clerk’s Office.

### ESTIMATE OF THE COST OF THE IMPROVEMENTS

The estimated total cost of maintaining and servicing the city’s inventory of public street tree improvements is \$1,061,555.

The estimated total cost includes the furnishing of all services and materials for the ordinary and usual maintenance and servicing of street trees. For budgetary purposes, the costs are segregated into two categories of Personnel and Maintenance and Operations. These two categories include the following services and expenditures:

City staff assigned to Street Tree services, city administration (updating expenditures and segregation of the assessments), engineering and legal expenses, coordination between citizens and city staff for the maintenance of city street trees, providing expertise to city inspectors during inspection of the trees, maintaining as-built records of city street tree system for future maintenance, updating of the street tree mapping and inventory database, checking proposed improvement plans for conformance with city standards regarding street trees, coordinating with Planning, Transportation, Traffic, Park Maintenance and Engineers of Work to ensure that departmental needs are met, the provision of supplies such as pesticides, fertilizer, and water, and the cost for purchase of capital equipment and new/replacement street trees.

The following table shows the breakdown of the estimated total costs into the two budgetary categories.

**TOTAL ESTIMATED FY 2024-25  
 STREET TREE MAINTENANCE & SERVICE COSTS**

Personnel	\$349,062
Maintenance & Operations	\$712,492
<b>Total Cost Estimate</b>	<b>\$1,061,555</b>

\* amounts are shown in whole numbers and total may differ slightly due to rounding

The net assessable amount to be levied upon the assessable lands within the Assessment District is \$472,456. This amount is derived by subtracting the amounts of the current improvement fund surplus and contributions from other funding sources from the total cost estimate. The following table shows how the net assessable amount is derived:

**FY 2024-25  
 NET ASSESSABLE AMOUNT – STREET TREE MAINTENANCE**

Total Cost Estimate	\$1,061,555
Less:	
Contribution from LLD No. 2	\$83,555
Interest Earned	\$6,700
Projected Fund Balance from Previous Fiscal Year	\$264,438
General Fund Transfer	\$500,000
Plus:	
Estimated Fund Reserve at end of Fiscal Year	\$265,595
<b>Net Assessable Amount</b>	<b>\$472,456</b>

\* amounts are shown in whole numbers and total may differ slightly due to rounding

Any share of the benefits received from an improvement that does not provide a special benefit to the assessed properties is considered to be a general benefit provided by the improvements. The cost of such general benefit is not to be assessed to the properties in the Assessment District, but instead is contributed by the city from the city’s General Fund. For street trees, the city has determined that there is no general benefit.

**AN ASSESSMENT OF THE ESTIMATED COSTS OF THE IMPROVEMENTS**

The existing number of trees within the public right of way that the city only has maintenance responsibility for is approximately 6,958 trees.

Street trees that are in the street right-of-way are generally located between the curb and sidewalk and/or property line in the areas of the city as shown in Figure 2. Each property within the Street Tree Improvement Zone receives approximately the same degree of benefit to their property. Therefore, staff established a benefit formula in which each zoned parcel is given an equivalent dwelling unit (EDU) based on the average size of a single-family residential lot in the City of Carlsbad (7,500 square feet or 0.17 acres). Thus, each single-family parcel is given an EDU of 1.0, while most other parcels, as shown on the following table, are given assessments based on acreage to establish an EDU value based on the following formula: Acreage of parcel divided by 0.17 acres = EDUs. This formula was approved by City Council at the June 6, 1989 regular meeting.

**STREET TREE BENEFIT UNITS AND LAND USE CODES**

BEN. UNITS	L.U. CODE	LAND USE DESCRIPTION	BEN. UNITS	L.U. CODE	LAND USE DESCRIPTION
Formula	00	Unzoned	1.0	50	Vacant irrigated
			1.0	51	Citrus
.1/DU	07	Timeshare	1.0	52	Avocados
.1/DU	09	Mobile home	1.0	53	Vines
1.0	10	Vacant residential	1.0	54	Misc. trees
1.0	11	Single-family residence	1.0	55	Livestock
.5/DU	12	Duplex or double	1.0	56	Poultry
.1/DU	13	Res. 2-4 units/2 houses	1.0	57	Misc. irrigated crops
.1/DU	14	Res. 5-15 units	1.0	58	Growing houses
.1/DU	15	Res. 16-60 units	1.0	59	Special/misc. irrigated
.1/DU	16	Res. 61 units and up			
.1/DU	17	Condominium	1.0	61	Non-irrigated 1-10 AC
.1/DU	18	Co-op	1.0	62	Non-irrigated 11-40 AC
.1/DU	19	Misc. residential	1.0	63	Non-irrigated 41-160 AC
			1.0	64	Non-irrigated 161-360 AC
Formula	20	Vacant commercial	1.0	65	Non-irrigated 361 & up AC
Formula	21	1-3 story misc. store bldgs.			
Formula	22	4 story & up office/store	0.0	70	Vacant institutional
Formula	23	Regional shopping ctr.	0.0	71	Church
Formula	24	Community shopping ctr.	0.0	72	Church parking/related
Formula	25	Neighborhood shopping ctr.	0.0	73	Cemetery
Formula	26	Hotel, motel	0.0	74	Mausoleum
Formula	27	Service station	0.0	75	Mortuary
Formula	28	Med., dental, animal hospital			
Formula	29	Con. Hospital, rest home	Formula	77	Hospital
			Formula	79	Spec./misc. institutional
Formula	30	Office condominiums			
Formula	31	Parking lot, garage, used cars	Formula	80	Vacant recreational
Formula	32	Trailer park	Formula	81	Meeting hall, gym
Formula	33	Theater	Formula	82	Golf course
Formula	34	Bowling alley	Formula	83	Marine, dock
Formula	35	Restaurant	Formula	84	Recreational camps
Formula	36	Car wash	0.0	85	Non-tax recreational
Formula	37	Large chain grocery/drug	0.0	86	Open space easements
Formula	38	Auto sales/service agency	0.0	87	Agr. Preserve (no contract)
Formula	39	Misc. comm., radio stn., bank	0.0	88	Agr. Preserve (contract)
			Formula	89	Spec./misc. recreational
Formula	40	Vacant industrial			
Formula	41	Factory – light manufacturer	0.0	90	Vacant tax. Govt. property
Formula	42	Factory – heavy manufacturer			
Formula	43	Warehouse – proc. Or stor.			
Formula	44	Bulk storage (tanks, etc.)			
Formula	45	Extractive & mining			
Formula	46	Small automotive garage			
Formula	47	Industrial condos			
Formula	49	Spec./misc. industrial			

**Formula:** If acres < .20, then Benefit Units (BU) = 1.0, otherwise BU = 5.9 x Acres (i.e. Acres/0.17)

The Street Tree Improvement Zone assessments will not increase in Fiscal Year 2024-25 and will remain at the same unit rate of \$36.10 per EDU as assessed in the last 28 fiscal years. All new assessor's parcels, that by petition of the property owner(s) have been added to the Street Tree Improvement Zone, will be calculated at the same unit rate as used in the last 28 fiscal years.

This unit assessment is applied to 14,640 parcels in the Street Tree Improvement Zone. The total number of EDUs for these parcels amounts to approximately 13,088.73 EDUs. The revenue generated by these parcels amounts to \$472,456.06. For the specific assessment on each parcel, reference is made to the Assessment Roll at the city's Finance Department, which is incorporated herein by this reference as though set forth in full.



# PART 3 – MEDIAN LANDSCAPING IMPROVEMENT ZONE

## PLANS AND SPECIFICATIONS

The Street Median program provides landscape maintenance and litter collection to all city-controlled medians, parkways and downtown village landscaped areas. It includes maintenance on approximately 68 acres of landscaped medians and 8 acres of parkways, flower baskets, planter boxes and other landscaped pockets. Maintenance includes trash pick-up, weed control, pruning, planting, pesticide/fertilizer application, removals, replanting, irrigation-including repairs and adjustments, and hardscape cleaning. Contractual operations provide for the routine maintenance of each of the described areas. The general location of the median landscaping improvements are as shown on the city’s full scale map titled “Street Median Improvement Zone and Median Facilities Location Diagram for Fiscal Year 2024-25” on file at the city’s City Clerk’s Office. A reduced copy of the map is included as Figure 3 in this report.

## DIAGRAM OF THE ASSESSMENT DISTRICT

The diagram of the Assessment District is as shown on the city’s full scale map titled “Street Median Improvement Zone and Median Facilities Location Diagram for Fiscal Year 2024-25” on file at the city’s City Clerk’s Office. A reduced copy of the map is included as Figure 3 in this report. The lines and dimensions of each lot or parcel within Median Landscaping Improvement Zone and the distinctive assessor’s parcel number are shown on the San Diego County Assessor’s map which is also on file at the city’s City Clerk’s Office.

## ESTIMATE OF THE COST OF THE IMPROVEMENTS:

The estimated total cost of maintaining and servicing the city’s inventory of public street median improvements is \$1,633,640.

The estimated total cost includes the furnishing of all services and materials for the ordinary and usual maintenance and servicing of the median landscaping. For budgetary purposes, the costs are segregated into two categories of Personnel and Maintenance and Operations. These two categories include the following services and expenditures:

City staff assigned to Median Landscaping services, city administration (updating expenditures and segregation of the assessments), engineering and legal expenses, coordination between citizens and city staff for the maintenance of city medians, providing expertise to city inspectors during inspection of the medians, maintaining as-built records of city street median system for future maintenance, updating of the median mapping and inventory database, checking proposed improvement plans for conformance with city standards regarding medians, coordinating with Planning, Transportation, Traffic, Parks Maintenance and Engineer’s of Work to ensure that departmental needs are met, the provision of supplies such as pesticides, fertilizer, and water, and the cost for purchase of capital equipment and refurbishment of the medians.

The following table shows the breakdown of the estimated total costs into the two budgetary categories.

**TOTAL ESTIMATED FY 2024-25  
 MEDIAN LANDSCAPING MAINTENANCE & SERVICE COSTS**

Personnel	\$336,865
Maintenance & Operations	\$1,296,775
<b>Total Cost Estimate</b>	<b>\$1,633,640</b>

The net assessable amount to be levied upon the assessable lands within the Assessment District is \$352,638. This amount is derived by subtracting the amounts of the current improvement fund surplus and contributions from other funding sources from the total cost estimate. The following table shows how the net assessable amount is derived:

**FY 2024-25  
 NET ASSESSABLE AMOUNT – MEDIAN MAINTENANCE**

Total Cost Estimate	\$1,633,640
Less:	
Contribution from LLD No. 2	\$219,538
Interest Earned	\$8,300
Projected Fund Balance from Previous Fiscal Year	\$243,211
General Fund Transfer	\$1,000,000
Plus:	
Estimated Fund Reserve at end of Fiscal Year	\$190,047
<b>Net Assessable Amount</b>	<b>\$352,638</b>

Any share of the benefits received from an improvement that does not provide a special benefit to the assessed properties is considered to be a general benefit provided by the improvements. The cost of such general benefit is not to be assessed to the properties in the Assessment District, but instead is contributed by the city from the city’s General Fund. For median landscaping, the city has determined that there is no general benefit.

**AN ASSESSMENT OF THE ESTIMATED COSTS OF THE IMPROVEMENTS**

This service generally benefits all parcels and residents within the city boundaries. Thus, all parcels in the city boundary share in the cost of median maintenance using the same EDU formula as in effect for the Street Tree Improvement Zone. City staff established the benefit formula in which each zoned parcel is given an EDU based on the average size of a single-family residential lot in the City of Carlsbad (7,500 square feet or 0.17 acres). Thus, each single-family parcel is given an EDU of 1.0, while most other parcels, as shown on the following table, are given assessments based on acreage to establish an EDU value based on the following formula: Acreage of parcel divided by 0.17 acres = EDUs. This formula was approved by City Council at the June 6, 1989 regular meeting.

**LANDSCAPE MAINTENANCE BENEFIT UNITS AND LAND USE CODES**

BEN. UNITS	L.U. CODE	LAND USE DESCRIPTION	BEN. UNITS	L.U. CODE	LAND USE DESCRIPTION
Formula	00	Unzoned	1.0	50	Vacant irrigated
			1.0	51	Citrus
.1/DU	07	Timeshare	1.0	52	Avocados
.1/DU	09	Mobile home	1.0	53	Vines
1.0	10	Vacant residential	1.0	54	Misc. trees
1.0	11	Single-family residence	1.0	55	Livestock
.5/DU	12	Duplex or double	1.0	56	Poultry
.1/DU	13	Res. 2-4 units/2 houses	1.0	57	Misc. irrigated crops
.1/DU	14	Res. 5-15 units	1.0	58	Growing houses
.1/DU	15	Res. 16-60 units	1.0	59	Special/misc. irrigated
.1/DU	16	Res. 61 units and up			
.1/DU	17	Condominium	1.0	61	Non-irrigated 1-10 AC
.1/DU	18	Co-op	1.0	62	Non-irrigated 11-40 AC
.1/DU	19	Misc. residential	1.0	63	Non-irrigated 41-160 AC
			1.0	64	Non-irrigated 161-360 AC
Formula	20	Vacant commercial	1.0	65	Non-irrigated 361 & up AC
Formula	21	1-3 story misc. store bldgs.			
Formula	22	4 story & up office/store	0.0	70	Vacant institutional
Formula	23	Regional shopping ctr.	0.0	71	Church
Formula	24	Community shopping ctr.	0.0	72	Church parking/related
Formula	25	Neighborhood shopping ctr.	0.0	73	Cemetery
Formula	26	Hotel, motel	0.0	74	Mausoleum
Formula	27	Service station	0.0	75	Mortuary
Formula	28	Med., dental, animal hospital			
Formula	29	Con. Hospital, rest home	Formula	77	Hospital
			Formula	79	Spec./misc. institutional
Formula	30	Office condominiums			
Formula	31	Parking lot, garage, used cars	Formula	80	Vacant recreational
Formula	32	Trailer park	Formula	81	Meeting hall, gym
Formula	33	Theater	Formula	82	Golf course
Formula	34	Bowling alley	Formula	83	Marine, dock
Formula	35	Restaurant	Formula	84	Recreational camps
Formula	36	Car wash	0.0	85	Non-tax recreational
Formula	37	Large chain grocery/drug	0.0	86	Open space easements
Formula	38	Auto sales/service agency	0.0	87	Agr. Preserve (no contract)
Formula	39	Misc. comm., radio stn., bank	0.0	88	Agr. Preserve (contract)
			Formula	89	Spec./misc. recreational
Formula	40	Vacant industrial			
Formula	41	Factory – light manufacturer	0.0	90	Vacant tax. Govt. property
Formula	42	Factory – heavy manufacturer			
Formula	43	Warehouse – proc. Or stor.			
Formula	44	Bulk storage (tanks, etc.)			
Formula	45	Extractive & mining			
Formula	46	Small automotive garage			
Formula	47	Industrial condos			
Formula	49	Spec./misc. industrial			

**Formula:** If acres < .20, then Benefit Units (BU) = 1.0, otherwise BU = 5.9 x Acres (i.e. Acres/0.17)

The Median Landscaping Improvement Zone assessments will not increase in Fiscal Year 2024-25 and will remain at the same unit rate of \$8.34 per EDU as assessed in the last 28 fiscal years. All new assessors' parcels that have been added within the city boundaries are automatically added to the Median Landscaping Improvement Zone and will be calculated at the same unit rate as used in the last 28 fiscal years.

This unit assessment is applied to 50,716 parcels in the Median Landscaping Improvement Zone. The total number of EDUs for these parcels amounts to approximately 42,327.56 EDUs. The revenue generated by these parcels amounts to \$352,638.24. For the specific assessment on each parcel, reference is made to the Assessment Roll on file at the city's Finance Department, which is incorporated herein by this reference as though set forth in full.

# EXHIBIT A – PARCELS NO LONGER IN LLD NO. 1

Exhibit A contains a list the parcels that were incorporated into Street Lighting and Landscaping District No. 2 and are therefore being exempted from this Street Lighting and Landscaping District No. 1. These parcels were previously assessed for median benefit.



**Harris & Associates**

[www.WeAreHarris.com](http://www.WeAreHarris.com)

Anna Tan-Gatue, PE

**Project Manager**

[Anna.Tan-Gatue@WeAreHarris.com](mailto:Anna.Tan-Gatue@WeAreHarris.com)

P: 949-536-2507

City of Carlsbad  
 Street Lighting and Landscape District No. 1  
 Preliminary Annual Engineer's Report - FY 2024-25  
 Parcels no longer in District No. 1

<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>
1670404501	1670404539	1670404577	1670406213	1670406251	1670406403
1670404502	1670404540	1670404578	1670406214	1670406252	1670406404
1670404503	1670404541	1670404579	1670406215	1670406253	1670406405
1670404504	1670404542	1670404580	1670406216	1670406254	1670406406
1670404505	1670404543	1670404581	1670406217	1670406255	1670406407
1670404506	1670404544	1670404582	1670406218	1670406256	1670406408
1670404507	1670404545	1670404583	1670406219	1670406257	1670406409
1670404508	1670404546	1670404584	1670406220	1670406258	1670406410
1670404509	1670404547	1670404585	1670406221	1670406259	1670406411
1670404510	1670404548	1670404586	1670406222	1670406260	1670406412
1670404511	1670404549	1670404587	1670406223	1670406261	1670406413
1670404512	1670404550	1670404588	1670406224	1670406262	1670406414
1670404513	1670404551	1670404700	1670406225	1670406263	1670406415
1670404514	1670404552	1670404800	1670406226	1670406264	1670406416
1670404515	1670404553	1670404900	1670406227	1670406265	1670406417
1670404516	1670404554	1670405000	1670406228	1670406266	1670406418
1670404517	1670404555	1670405100	1670406229	1670406267	1670406419
1670404518	1670404556	1670405300	1670406230	1670406268	1670406420
1670404519	1670404557	1670405400	1670406231	1670406269	1670406421
1670404520	1670404558	1670405500	1670406232	1670406270	1670406422
1670404521	1670404559	1670405600	1670406233	1670406271	1670406423
1670404522	1670404560	1670405700	1670406234	1670406272	1670406424
1670404523	1670404561	1670405800	1670406235	1670406273	1670406425
1670404524	1670404562	1670405900	1670406236	1670406274	1670406426
1670404525	1670404563	1670406000	1670406237	1670406275	1670406427
1670404526	1670404564	1670406100	1670406238	1670406276	1670406428
1670404527	1670404565	1670406201	1670406239	1670406277	1670406429
1670404528	1670404566	1670406202	1670406240	1670406278	1670406430
1670404529	1670404567	1670406203	1670406241	1670406279	1670406431
1670404530	1670404568	1670406204	1670406242	1670406280	1670406432
1670404531	1670404569	1670406205	1670406243	1670406281	1670406433
1670404532	1670404570	1670406206	1670406244	1670406282	1670406434
1670404533	1670404571	1670406207	1670406245	1670406283	1670406435
1670404534	1670404572	1670406208	1670406246	1670406284	1670406436
1670404535	1670404573	1670406209	1670406247	1670406285	1670406437
1670404536	1670404574	1670406210	1670406248	1670406286	1670406438
1670404537	1670404575	1670406211	1670406249	1670406401	1670406439
1670404538	1670404576	1670406212	1670406250	1670406402	1670406440

City of Carlsbad  
 Street Lighting and Landscape District No. 1  
 Preliminary Annual Engineer's Report - FY 2024-25  
 Parcels no longer in District No. 1

<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>
1670406441	1670411400	1670415200	1680411401	1680411515	1680411705
1670406442	1670411500	1670415300	1680411402	1680411516	1680411706
1670406443	1670411600	1670415400	1680411403	1680411517	1680411707
1670406444	1670411700	1670415500	1680411404	1680411518	1680411708
1670406445	1670411800	1670415600	1680411405	1680411519	1680411709
1670406446	1670411900	1670415700	1680411406	1680411520	1680411710
1670406447	1670412000	1670415800	1680411407	1680411521	1680411711
1670406448	1670412100	1670415900	1680411408	1680411522	1680411712
1670406449	1670412200	1670416000	1680411409	1680411523	1680411801
1670406450	1670412300	1670416100	1680411410	1680411524	1680411802
1670406451	1670412400	1670416200	1680411411	1680411601	1680411803
1670406452	1670412500	1670416300	1680411412	1680411602	1680411804
1670406453	1670412600	1670416400	1680411413	1680411603	1680411805
1670406454	1670412700	1671011900	1680411414	1680411604	1680411806
1670406455	1670412800	1680411301	1680411415	1680411605	1680411807
1670406456	1670412900	1680411302	1680411416	1680411606	1680411808
1670406457	1670413000	1680411303	1680411417	1680411607	1680411809
1670406458	1670413100	1680411304	1680411418	1680411608	1680505400
1670406459	1670413200	1680411305	1680411419	1680411609	1682805100
1670406460	1670413300	1680411306	1680411420	1680411610	1682805200
1670406461	1670413400	1680411307	1680411421	1680411611	1682805300
1670406462	1670413500	1680411308	1680411422	1680411612	1682805400
1670406463	1670413600	1680411309	1680411423	1680411613	1682805500
1670406464	1670413700	1680411310	1680411424	1680411614	1682805600
1670406500	1670413800	1680411311	1680411501	1680411615	1682805700
1670410100	1670413900	1680411312	1680411502	1680411616	1682805800
1670410200	1670414000	1680411313	1680411503	1680411617	1682805900
1670410300	1670414100	1680411314	1680411504	1680411618	1682806000
1670410400	1670414200	1680411315	1680411505	1680411619	1682806100
1670410500	1670414300	1680411316	1680411506	1680411620	1682806200
1670410600	1670414400	1680411317	1680411507	1680411621	1682806300
1670410700	1670414500	1680411318	1680411508	1680411622	1682806400
1670410800	1670414600	1680411319	1680411509	1680411623	1682806500
1670410900	1670414700	1680411320	1680411510	1680411624	1682806600
1670411000	1670414800	1680411321	1680411511	1680411701	1682806700
1670411100	1670414900	1680411322	1680411512	1680411702	1683100500
1670411200	1670415000	1680411323	1680411513	1680411703	1683100600
1670411300	1670415100	1680411324	1680411514	1680411704	1683100700

<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>
1683100800	1683203600	1683213000	1683302200	1683313100	1683316900
1683110200	1683203700	1683213100	1683302300	1683313200	1683317000
1683110300	1683203800	1683213200	1683302400	1683313300	1683317100
1683200100	1683203900	1683213300	1683302500	1683313400	1683317200
1683200200	1683204000	1683213400	1683302600	1683313500	1683317300
1683200300	1683204100	1683213500	1683302700	1683313600	1683317400
1683200400	1683204200	1683213600	1683302900	1683313700	1683317500
1683200500	1683204300	1683213700	1683303000	1683313800	1683317600
1683200600	1683204400	1683213800	1683310100	1683313900	1683317700
1683200700	1683210100	1683213900	1683310200	1683314000	1683317800
1683200800	1683210200	1683214000	1683310300	1683314100	1683317900
1683200900	1683210300	1683214100	1683310400	1683314200	1683318000
1683201000	1683210400	1683214200	1683310500	1683314300	1683318100
1683201100	1683210500	1683214300	1683310600	1683314400	1683318200
1683201200	1683210600	1683214400	1683310700	1683314500	1683318300
1683201300	1683210700	1683214500	1683310800	1683314600	1683318400
1683201400	1683210800	1683214600	1683310900	1683314700	1683318500
1683201500	1683210900	1683300100	1683311000	1683314800	1683318600
1683201600	1683211000	1683300200	1683311100	1683314900	1683318700
1683201700	1683211100	1683300300	1683311200	1683315000	1683318800
1683201800	1683211200	1683300400	1683311300	1683315100	1683318900
1683201900	1683211300	1683300500	1683311400	1683315200	1683319000
1683202000	1683211400	1683300600	1683311500	1683315300	1683319100
1683202100	1683211500	1683300700	1683311600	1683315400	1683319300
1683202200	1683211600	1683300800	1683311700	1683315500	1683319400
1683202300	1683211700	1683300900	1683311800	1683315600	1683319600
1683202400	1683211800	1683301000	1683311900	1683315700	1683400201
1683202500	1683211900	1683301100	1683312000	1683315800	1683400202
1683202600	1683212000	1683301200	1683312100	1683315900	1683400203
1683202700	1683212100	1683301300	1683312200	1683316000	1683400204
1683202800	1683212200	1683301400	1683312300	1683316100	1683400205
1683202900	1683212300	1683301500	1683312400	1683316200	1683400206
1683203000	1683212400	1683301600	1683312500	1683316300	1683400207
1683203100	1683212500	1683301700	1683312600	1683316400	1683400208
1683203200	1683212600	1683301800	1683312700	1683316500	1683400209
1683203300	1683212700	1683301900	1683312800	1683316600	1683400210
1683203400	1683212800	1683302000	1683312900	1683316700	1683400211
1683203500	1683212900	1683302100	1683313000	1683316800	1683400212



<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>
1683400213	1683410505	1683410625	1683410812	1683502900	1683522000
1683400214	1683410506	1683410626	1683410813	1683503000	1683522100
1683400215	1683410507	1683410627	1683410814	1683503100	1683522200
1683400216	1683410508	1683410701	1683410815	1683503200	1683522300
1683400217	1683410509	1683410702	1683410816	1683503300	1683522400
1683400218	1683410510	1683410703	1683410817	1683503400	1683522500
1683400219	1683410511	1683410704	1683410818	1683503500	1683522600
1683400220	1683410512	1683410705	1683410819	1683503600	1683522700
1683400221	1683410513	1683410706	1683410820	1683503700	1683522800
1683400301	1683410514	1683410707	1683410821	1683510100	1683522900
1683400302	1683410515	1683410708	1683500100	1683510200	1683523000
1683400303	1683410516	1683410709	1683500200	1683510300	1683523100
1683400304	1683410517	1683410710	1683500300	1683510400	1683523200
1683400305	1683410518	1683410711	1683500400	1683510500	1683523300
1683400306	1683410601	1683410712	1683500500	1683510600	1683523400
1683400307	1683410602	1683410713	1683500600	1683510700	1683523500
1683400308	1683410603	1683410714	1683500700	1683510800	1683523600
1683400309	1683410604	1683410715	1683500800	1683510900	1683523700
1683400310	1683410605	1683410716	1683500900	1683511000	1683523800
1683400311	1683410606	1683410717	1683501000	1683520100	1683523900
1683400312	1683410607	1683410718	1683501100	1683520200	1683524000
1683400313	1683410608	1683410719	1683501200	1683520300	1683524100
1683400314	1683410609	1683410720	1683501300	1683520400	1683524200
1683400315	1683410610	1683410721	1683501400	1683520500	1683524300
1683400316	1683410611	1683410722	1683501500	1683520600	1683524400
1683400317	1683410612	1683410723	1683501600	1683520700	1683530100
1683400318	1683410613	1683410724	1683501700	1683520800	1683530200
1683400319	1683410614	1683410801	1683501800	1683520900	1683530300
1683400320	1683410615	1683410802	1683501900	1683521000	1683530400
1683400321	1683410616	1683410803	1683502000	1683521100	1683530500
1683400322	1683410617	1683410804	1683502100	1683521200	1683530600
1683400323	1683410618	1683410805	1683502200	1683521300	1683530700
1683400324	1683410619	1683410806	1683502300	1683521400	1683530800
1683410400	1683410620	1683410807	1683502400	1683521500	1683530900
1683410501	1683410621	1683410808	1683502500	1683521600	1683531000
1683410502	1683410622	1683410809	1683502600	1683521700	1683531100
1683410503	1683410623	1683410810	1683502700	1683521800	1683531200
1683410504	1683410624	1683410811	1683502800	1683521900	1683531300

<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>
1683531400	1683601017	1683601127	1683700600	1683704400	1683708200
1683531500	1683601018	1683601128	1683700700	1683704500	1683708300
1683531600	1683601019	1683601129	1683700800	1683704600	1683708400
1683531700	1683601020	1683601130	1683700900	1683704700	1683708500
1683531800	1683601021	1683601131	1683701000	1683704800	1683708600
1683531900	1683601022	1683601132	1683701100	1683704900	1683708700
1683532000	1683601023	1683601133	1683701200	1683705000	1683708800
1683532100	1683601024	1683601134	1683701300	1683705100	1683708900
1683532200	1683601025	1683601135	1683701400	1683705200	1683709000
1683532300	1683601026	1683601136	1683701500	1683705300	1683709100
1683532400	1683601027	1683601137	1683701600	1683705400	1683709400
1683532500	1683601028	1683601138	1683701700	1683705500	1683709500
1683532600	1683601101	1683601139	1683701800	1683705600	1683710100
1683532700	1683601102	1683601140	1683701900	1683705700	1683710200
1683532800	1683601103	1683601141	1683702000	1683705800	1683710300
1683532900	1683601104	1683601142	1683702100	1683705900	1683710400
1683533000	1683601105	1683601143	1683702200	1683706000	1683710500
1683533100	1683601106	1683601144	1683702300	1683706100	1683710600
1683600100	1683601107	1683601145	1683702400	1683706200	1683710700
1683600500	1683601108	1683601146	1683702500	1683706300	1683710800
1683600600	1683601109	1683601147	1683702600	1683706400	1683710900
1683600700	1683601110	1683601148	1683702700	1683706500	1683711000
1683601001	1683601111	1683601149	1683702800	1683706600	1683711100
1683601002	1683601112	1683601150	1683702900	1683706700	1683711300
1683601003	1683601113	1683601151	1683703000	1683706800	1683711400
1683601004	1683601114	1683601152	1683703100	1683706900	1683711500
1683601005	1683601115	1683601153	1683703200	1683707000	1683711600
1683601006	1683601116	1683601154	1683703300	1683707100	1683711700
1683601007	1683601117	1683601155	1683703400	1683707200	1683711800
1683601008	1683601118	1683601156	1683703500	1683707300	1683711900
1683601009	1683601119	1683601700	1683703600	1683707400	1683712000
1683601010	1683601120	1683601800	1683703700	1683707500	1683712100
1683601011	1683601121	1683601900	1683703800	1683707600	1683712200
1683601012	1683601122	1683610200	1683703900	1683707700	1683712300
1683601013	1683601123	1683610300	1683704000	1683707800	1683712400
1683601014	1683601124	1683700300	1683704100	1683707900	1683712500
1683601015	1683601125	1683700400	1683704200	1683708000	1683712600
1683601016	1683601126	1683700500	1683704300	1683708100	1683712700

<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>
1683712800	1683716600	1683722500	1683726300	1683731000	1683734800
1683712900	1683716700	1683722600	1683726400	1683731100	1683734900
1683713000	1683717200	1683722700	1683726500	1683731200	1683735000
1683713100	1683717300	1683722800	1683726600	1683731300	1683735100
1683713200	1683717400	1683722900	1683726700	1683731400	1683735200
1683713300	1683717500	1683723000	1683726800	1683731500	1683735300
1683713400	1683717600	1683723100	1683726900	1683731600	1683735400
1683713500	1683717700	1683723200	1683727000	1683731700	1683735500
1683713600	1683717800	1683723300	1683727100	1683731800	1683735600
1683713700	1683717900	1683723400	1683727200	1683731900	1683735700
1683713800	1683718000	1683723500	1683727300	1683732000	1683735800
1683713900	1683718100	1683723600	1683727400	1683732100	1683735900
1683714000	1683718200	1683723700	1683727500	1683732200	1683736100
1683714100	1683718300	1683723800	1683727600	1683732300	1683736200
1683714200	1683718400	1683723900	1683727700	1683732400	1683736300
1683714300	1683720100	1683724000	1683727800	1683732500	1683736400
1683714400	1683720200	1683724100	1683727900	1683732600	1683736500
1683714500	1683720300	1683724200	1683728000	1683732700	1683736600
1683714600	1683720400	1683724300	1683728100	1683732800	1683736700
1683714700	1683720500	1683724400	1683728200	1683732900	1683736800
1683714800	1683720600	1683724500	1683728300	1683733000	1683736900
1683714900	1683720700	1683724600	1683728400	1683733100	1683737000
1683715000	1683720800	1683724700	1683728500	1683733200	1683737100
1683715100	1683720900	1683724800	1683728600	1683733300	1683737200
1683715200	1683721000	1683724900	1683728700	1683733400	1683737300
1683715300	1683721100	1683725000	1683728800	1683733500	1683737400
1683715400	1683721200	1683725100	1683728900	1683733600	1683737500
1683715500	1683721300	1683725200	1683729000	1683733700	1683737600
1683715600	1683721400	1683725300	1683729100	1683733800	1683737700
1683715700	1683721500	1683725400	1683730100	1683733900	1683737800
1683715800	1683721600	1683725500	1683730200	1683734000	1683800100
1683715900	1683721700	1683725600	1683730300	1683734100	1683800200
1683716000	1683721800	1683725700	1683730400	1683734200	1683800300
1683716100	1683721900	1683725800	1683730500	1683734300	1683800400
1683716200	1683722000	1683725900	1683730600	1683734400	1683800500
1683716300	1683722200	1683726000	1683730700	1683734500	1683800600
1683716400	1683722300	1683726100	1683730800	1683734600	1683800700
1683716500	1683722400	1683726200	1683730900	1683734700	1683800800

<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>
1683800900	2071020400	2081802800	2081813100	2081822800	2081832400
1683801000	2071020500	2081802900	2081813200	2081822900	2081832500
1683801100	2071020600	2081803000	2081813300	2081823000	2081832600
1683801200	2071020700	2081803100	2081813400	2081823100	2081832700
1683801300	2071020800	2081803200	2081813500	2081823200	2081832800
1683801400	2071020900	2081803300	2081813600	2081823300	2081832900
1683801500	2071021000	2081803400	2081813700	2081823400	2081833000
1683801600	2071021100	2081803500	2081813800	2081823500	2081833100
1683801700	2071021200	2081810100	2081813900	2081823600	2081833200
1683802000	2071021300	2081810200	2081814000	2081823700	2081833300
1683802200	2080104200	2081810300	2081814100	2081823800	2081840100
1683802300	2081800100	2081810400	2081820100	2081823900	2081840300
1683802400	2081800200	2081810500	2081820200	2081824000	2081840400
1683802500	2081800300	2081810600	2081820300	2081824100	2081840500
1683802600	2081800400	2081810700	2081820400	2081824200	2081840600
1683802700	2081800500	2081810800	2081820500	2081830100	2081840700
1683802800	2081800600	2081810900	2081820600	2081830200	2081840800
1683802900	2081800700	2081811000	2081820700	2081830300	2081850100
1683803000	2081800800	2081811100	2081820800	2081830400	2081850200
1683803100	2081800900	2081811200	2081820900	2081830500	2081850400
1683803200	2081801000	2081811300	2081821000	2081830600	2081850600
1683803300	2081801100	2081811400	2081821100	2081830700	2081850700
1683803400	2081801200	2081811500	2081821200	2081830800	2081850900
1683803500	2081801300	2081811600	2081821300	2081830900	2081860100
1683803600	2081801400	2081811700	2081821400	2081831000	2081860200
1683803700	2081801500	2081811800	2081821500	2081831100	2081860300
1683803800	2081801600	2081811900	2081821600	2081831200	2081860400
1683803900	2081801700	2081812000	2081821700	2081831300	2081860500
1683804000	2081801800	2081812100	2081821800	2081831400	2081860600
1683804100	2081801900	2081812200	2081821900	2081831500	2081860700
1683804200	2081802000	2081812300	2081822000	2081831600	2081900100
1683804300	2081802100	2081812400	2081822100	2081831700	2081900200
1683804400	2081802200	2081812500	2081822200	2081831800	2081900300
1683804500	2081802300	2081812600	2081822300	2081831900	2081900400
1683804600	2081802400	2081812700	2081822400	2081832000	2081900500
2071020100	2081802500	2081812800	2081822500	2081832100	2081900600
2071020200	2081802600	2081812900	2081822600	2081832200	2081900700
2071020300	2081802700	2081813000	2081822700	2081832300	2081900800

<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>
2081900900	2081904700	2081913400	2081921900	2081925700	2081929500
2081901000	2081904800	2081913500	2081922000	2081925800	2081929600
2081901100	2081904900	2081913600	2081922100	2081925900	2081929700
2081901200	2081905000	2081913700	2081922200	2081926000	2081930100
2081901300	2081905100	2081913800	2081922300	2081926100	2081930200
2081901400	2081910100	2081913900	2081922400	2081926200	2081930300
2081901500	2081910200	2081914000	2081922500	2081926300	2081930400
2081901600	2081910300	2081914100	2081922600	2081926400	2081930500
2081901700	2081910400	2081914200	2081922700	2081926500	2081930600
2081901800	2081910500	2081914300	2081922800	2081926600	2081930700
2081901900	2081910600	2081914400	2081922900	2081926700	2081930800
2081902000	2081910700	2081914500	2081923000	2081926800	2081930900
2081902100	2081910800	2081914600	2081923100	2081926900	2081931000
2081902200	2081910900	2081914700	2081923200	2081927000	2081931100
2081902300	2081911000	2081914800	2081923300	2081927100	2081931200
2081902400	2081911100	2081914900	2081923400	2081927200	2081931300
2081902500	2081911200	2081915000	2081923500	2081927300	2081931400
2081902600	2081911300	2081915100	2081923600	2081927400	2081931500
2081902700	2081911400	2081915200	2081923700	2081927500	2081931600
2081902800	2081911500	2081915300	2081923800	2081927600	2081931700
2081902900	2081911600	2081920100	2081923900	2081927700	2081931800
2081903000	2081911700	2081920200	2081924000	2081927800	2081931900
2081903100	2081911800	2081920300	2081924100	2081927900	2081932000
2081903200	2081911900	2081920400	2081924200	2081928000	2081932100
2081903300	2081912000	2081920500	2081924300	2081928100	2081932200
2081903400	2081912100	2081920600	2081924400	2081928200	2081932300
2081903500	2081912200	2081920700	2081924500	2081928300	2081932400
2081903600	2081912300	2081920800	2081924600	2081928400	2081932500
2081903700	2081912400	2081920900	2081924700	2081928500	2081932600
2081903800	2081912500	2081921000	2081924800	2081928600	2081932700
2081903900	2081912600	2081921100	2081924900	2081928700	2081932800
2081904000	2081912700	2081921200	2081925000	2081928800	2081932900
2081904100	2081912800	2081921300	2081925100	2081928900	2081933000
2081904200	2081912900	2081921400	2081925200	2081929000	2081933100
2081904300	2081913000	2081921500	2081925300	2081929100	2081933200
2081904400	2081913100	2081921600	2081925400	2081929200	2081933300
2081904500	2081913200	2081921700	2081925500	2081929300	2081933400
2081904600	2081913300	2081921800	2081925600	2081929400	2081933500

<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>
2081933600	2081942300	2081946100	2131100100	2131123904	2131125003
2081933700	2081942400	2081946200	2131100400	2131123905	2131125004
2081933800	2081942500	2081950100	2131100700	2131124101	2131125101
2081933900	2081942600	2081950200	2131100800	2131124102	2131125102
2081934000	2081942700	2081950300	2131100900	2131124103	2131125103
2081934100	2081942800	2081950500	2131101000	2131124104	2131125104
2081934200	2081942900	2081950600	2131101100	2131124105	2131125301
2081934300	2081943000	2081950700	2131101200	2131124201	2131125302
2081934400	2081943100	2081950800	2131101500	2131124202	2131125303
2081934500	2081943200	2081950900	2131101600	2131124203	2131125304
2081934600	2081943300	2081951000	2131110100	2131124301	2131125401
2081934700	2081943400	2081951100	2131110800	2131124302	2131125402
2081934800	2081943500	2091200100	2131110900	2131124303	2131125403
2081934900	2081943600	2091200200	2131111000	2131124304	2131125404
2081935000	2081943700	2091200300	2131111100	2131124305	2131125501
2081935100	2081943800	2091200400	2131111200	2131124306	2131125502
2081940100	2081943900	2091200500	2131111300	2131124401	2131125503
2081940200	2081944000	2091200600	2131121100	2131124402	2131125504
2081940300	2081944100	2091200700	2131121200	2131124404	2131125601
2081940400	2081944200	2091200800	2131121300	2131124405	2131125602
2081940500	2081944300	2091201000	2131121400	2131124601	2131125603
2081940600	2081944400	2091201200	2131121500	2131124602	2131125604
2081940700	2081944500	2091201300	2131121600	2131124603	2131125605
2081940800	2081944600	2091201400	2131121700	2131124604	2131125606
2081940900	2081944700	2091202000	2131121900	2131124701	2131125607
2081941000	2081944800	2091202100	2131122000	2131124702	2131125701
2081941100	2081944900	2091202200	2131122100	2131124703	2131125702
2081941200	2081945000	2091202300	2131122200	2131124704	2131125703
2081941300	2081945100	2091202400	2131122400	2131124801	2131125704
2081941400	2081945200	2091202600	2131122600	2131124802	2131125801
2081941500	2081945300	2091202700	2131122700	2131124803	2131125802
2081941600	2081945400	2091202800	2131122900	2131124804	2131125803
2081941700	2081945500	2091202900	2131123500	2131124901	2131125804
2081941800	2081945600	2091203000	2131123600	2131124902	2131125901
2081941900	2081945700	2091210100	2131123800	2131124903	2131125902
2081942000	2081945800	2091210200	2131123901	2131124904	2131125903
2081942100	2081945900	2091210300	2131123902	2131125001	2131126101
2081942200	2081946000	2091210400	2131123903	2131125002	2131126102

<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>
2131126103	2131302200	2131306000	2131403400	2131413500	2131500900
2131126104	2131302300	2131306100	2131403500	2131413600	2131501000
2131126105	2131302400	2131306200	2131403600	2131413700	2131501100
2131126106	2131302500	2131306300	2131403700	2131413800	2131501200
2131126201	2131302600	2131306400	2131410100	2131413900	2131501300
2131126202	2131302700	2131400100	2131410200	2131414000	2131501400
2131126203	2131302800	2131400200	2131410300	2131414100	2131501500
2131200900	2131302900	2131400300	2131410400	2131414200	2131501600
2131201000	2131303000	2131400400	2131410500	2131414300	2131501700
2131210200	2131303100	2131400500	2131410600	2131414400	2131501800
2131210400	2131303200	2131400600	2131410700	2131414500	2131501900
2131210500	2131303300	2131400700	2131410800	2131414600	2131502000
2131210600	2131303400	2131400800	2131410900	2131414700	2131502100
2131220700	2131303500	2131400900	2131411000	2131414800	2131502200
2131221500	2131303600	2131401000	2131411100	2131414900	2131502300
2131221800	2131303700	2131401100	2131411200	2131415000	2131502400
2131221900	2131303800	2131401200	2131411300	2131415100	2131502500
2131300100	2131303900	2131401300	2131411400	2131415200	2131502600
2131300200	2131304000	2131401400	2131411500	2131415300	2131502700
2131300300	2131304100	2131401500	2131411600	2131415400	2131502800
2131300400	2131304200	2131401600	2131411700	2131415500	2131502900
2131300500	2131304300	2131401700	2131411800	2131415600	2131503000
2131300600	2131304400	2131401800	2131411900	2131415700	2131503100
2131300700	2131304500	2131401900	2131412000	2131415800	2131503200
2131300800	2131304600	2131402000	2131412100	2131415900	2131503300
2131300900	2131304700	2131402100	2131412200	2131416000	2131503400
2131301000	2131304800	2131402200	2131412300	2131416100	2131503500
2131301100	2131304900	2131402300	2131412400	2131416200	2131503600
2131301200	2131305000	2131402400	2131412500	2131416300	2131503700
2131301300	2131305100	2131402500	2131412600	2131416400	2131503800
2131301400	2131305200	2131402600	2131412700	2131500100	2131503900
2131301500	2131305300	2131402700	2131412800	2131500200	2131504000
2131301600	2131305400	2131402800	2131412900	2131500300	2131504100
2131301700	2131305500	2131402900	2131413000	2131500400	2131504200
2131301800	2131305600	2131403000	2131413100	2131500500	2131510100
2131301900	2131305700	2131403100	2131413200	2131500600	2131510200
2131302000	2131305800	2131403200	2131413300	2131500700	2131510300
2131302100	2131305900	2131403300	2131413400	2131500800	2131510400

City of Carlsbad  
 Street Lighting and Landscape District No. 1  
 Preliminary Annual Engineer's Report - FY 2024-25  
 Parcels no longer in District No. 1

<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>
2131510500	2131514300	2131610200	2131622500	2131702800	2131711200
2131510600	2131514400	2131610300	2131622600	2131702900	2131711300
2131510700	2131514500	2131610400	2131622700	2131703000	2131711400
2131510800	2131514600	2131610500	2131622800	2131703100	2131711500
2131510900	2131514700	2131610600	2131622900	2131703200	2131711600
2131511000	2131514800	2131610700	2131623000	2131703300	2131711700
2131511100	2131514900	2131610800	2131623100	2131703400	2131711800
2131511200	2131515000	2131610900	2131623200	2131703500	2131711900
2131511300	2131515100	2131611000	2131623300	2131703600	2131712000
2131511400	2131515200	2131611100	2131623400	2131703700	2131712100
2131511500	2131515300	2131611200	2131623500	2131703800	2131712200
2131511600	2131515400	2131611300	2131700100	2131703900	2131712300
2131511700	2131515500	2131611400	2131700200	2131704000	2131712400
2131511800	2131600100	2131611500	2131700300	2131704100	2131712500
2131511900	2131600200	2131620100	2131700400	2131704200	2131712600
2131512000	2131600300	2131620200	2131700500	2131704300	2131712700
2131512100	2131600400	2131620300	2131700600	2131704400	2131712800
2131512200	2131600500	2131620400	2131700700	2131704500	2131712900
2131512300	2131600600	2131620500	2131700800	2131704600	2131713000
2131512400	2131600700	2131620600	2131700900	2131704700	2131713100
2131512500	2131600800	2131620700	2131701000	2131704800	2131713200
2131512600	2131600900	2131620800	2131701100	2131704900	2131713300
2131512700	2131601000	2131620900	2131701200	2131705000	2131713400
2131512800	2131601100	2131621000	2131701300	2131705100	2131800100
2131512900	2131601200	2131621100	2131701400	2131705200	2131800200
2131513000	2131601300	2131621200	2131701500	2131705300	2131800300
2131513100	2131601400	2131621300	2131701600	2131705400	2131800400
2131513200	2131601500	2131621400	2131701700	2131710100	2131800500
2131513300	2131601600	2131621500	2131701800	2131710200	2131800600
2131513400	2131601700	2131621600	2131701900	2131710300	2131800700
2131513500	2131601800	2131621700	2131702000	2131710400	2131800800
2131513600	2131601900	2131621800	2131702100	2131710500	2131800900
2131513700	2131602000	2131621900	2131702200	2131710600	2131801000
2131513800	2131602100	2131622000	2131702300	2131710700	2131801100
2131513900	2131602200	2131622100	2131702400	2131710800	2131801200
2131514000	2131602300	2131622200	2131702500	2131710900	2131801300
2131514100	2131602400	2131622300	2131702600	2131711000	2131801400
2131514200	2131610100	2131622400	2131702700	2131711100	2131801500



<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>
2131801600	2131812100	2131815900	2131900430	2131900518	2131911600
2131801700	2131812200	2131816000	2131900431	2131900519	2131912500
2131801800	2131812300	2131816100	2131900432	2131900520	2131912600
2131801900	2131812400	2131816200	2131900433	2131900521	2131912700
2131802000	2131812500	2131816300	2131900434	2131900522	2132000100
2131802100	2131812600	2131816400	2131900435	2131900523	2132000200
2131802200	2131812700	2131816500	2131900436	2131900524	2132000300
2131802300	2131812800	2131900200	2131900437	2131900525	2132000400
2131802400	2131812900	2131900300	2131900438	2131900526	2132000500
2131802500	2131813000	2131900401	2131900439	2131900527	2132000600
2131802600	2131813100	2131900402	2131900440	2131900528	2132000700
2131802700	2131813200	2131900403	2131900441	2131900529	2132000800
2131802800	2131813300	2131900404	2131900442	2131900530	2132000900
2131802900	2131813400	2131900405	2131900443	2131900531	2132001000
2131803000	2131813500	2131900406	2131900444	2131900532	2132001100
2131803100	2131813600	2131900407	2131900445	2131900533	2132001200
2131803200	2131813700	2131900408	2131900446	2131900534	2132001300
2131803300	2131813800	2131900409	2131900447	2131900535	2132001400
2131810100	2131813900	2131900410	2131900448	2131900536	2132001500
2131810200	2131814000	2131900411	2131900449	2131900537	2132001600
2131810300	2131814100	2131900412	2131900450	2131900538	2132001700
2131810400	2131814200	2131900413	2131900501	2131900539	2132001800
2131810500	2131814300	2131900414	2131900502	2131900540	2132001900
2131810600	2131814400	2131900415	2131900503	2131900541	2132002000
2131810700	2131814500	2131900416	2131900504	2131900542	2132002100
2131810800	2131814600	2131900417	2131900505	2131900543	2132002200
2131810900	2131814700	2131900418	2131900506	2131900544	2132002300
2131811000	2131814800	2131900419	2131900507	2131900545	2132002400
2131811100	2131814900	2131900420	2131900508	2131900546	2132002500
2131811200	2131815000	2131900421	2131900509	2131900547	2132002600
2131811300	2131815100	2131900422	2131900510	2131900548	2132010100
2131811400	2131815200	2131900423	2131900511	2131900549	2132010200
2131811500	2131815300	2131900424	2131900512	2131900550	2132010300
2131811600	2131815400	2131900425	2131900513	2131910900	2132010400
2131811700	2131815500	2131900426	2131900514	2131911000	2132010500
2131811800	2131815600	2131900427	2131900515	2131911100	2132010600
2131811900	2131815700	2131900428	2131900516	2131911400	2132010700
2131812000	2131815800	2131900429	2131900517	2131911500	2132010800

City of Carlsbad  
 Street Lighting and Landscape District No. 1  
 Preliminary Annual Engineer's Report - FY 2024-25  
 Parcels no longer in District No. 1

<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>
2132010900	2132100300	2132121400	2132211200	2132215100	2132312300
2132011000	2132100400	2132200100	2132211300	2132215300	2132312400
2132011100	2132100500	2132200200	2132211400	2132300100	2132312500
2132011200	2132100600	2132200300	2132211500	2132300200	2132312600
2132011300	2132100700	2132200400	2132211600	2132300300	2132320100
2132011400	2132100800	2132200500	2132211700	2132300400	2132320200
2132011500	2132100900	2132200600	2132211800	2132300500	2132320300
2132011600	2132101000	2132200700	2132211900	2132300600	2132320400
2132011700	2132101100	2132200800	2132212000	2132300700	2132320500
2132011800	2132101200	2132200900	2132212200	2132300800	2132320600
2132011900	2132110100	2132201000	2132212300	2132300900	2132320700
2132012000	2132110200	2132201100	2132212400	2132301000	2132320900
2132012100	2132110300	2132201200	2132212500	2132301100	2132321000
2132012200	2132110400	2132201300	2132212600	2132301200	2132321100
2132020100	2132110500	2132201400	2132212700	2132301300	2132321200
2132020200	2132110600	2132201500	2132212800	2132301400	2132321300
2132020300	2132110700	2132201600	2132212900	2132310100	2132321400
2132020400	2132110800	2132201700	2132213000	2132310200	2132321500
2132020500	2132110900	2132201800	2132213100	2132310300	2132321600
2132020600	2132111000	2132201900	2132213200	2132310400	2132321800
2132020700	2132111100	2132202000	2132213300	2132310500	2132321900
2132020800	2132111200	2132202100	2132213400	2132310600	2132330100
2132020900	2132111300	2132202200	2132213500	2132310700	2132330200
2132021000	2132111400	2132202300	2132213600	2132310800	2132330300
2132021100	2132111500	2132202400	2132213700	2132310900	2132330400
2132021200	2132120100	2132202500	2132213800	2132311000	2132330500
2132021300	2132120200	2132202600	2132213900	2132311100	2132330600
2132021400	2132120300	2132210100	2132214000	2132311200	2132330700
2132021500	2132120400	2132210200	2132214100	2132311300	2132330800
2132021600	2132120500	2132210300	2132214200	2132311400	2132330900
2132021700	2132120600	2132210400	2132214300	2132311500	2132331000
2132021800	2132120700	2132210500	2132214400	2132311600	2132331100
2132021900	2132120800	2132210600	2132214500	2132311700	2132331200
2132022000	2132120900	2132210700	2132214600	2132311800	2132331300
2132022100	2132121000	2132210800	2132214700	2132311900	2132331400
2132022200	2132121100	2132210900	2132214800	2132312000	2132331500
2132100100	2132121200	2132211000	2132214900	2132312100	2132331600
2132100200	2132121300	2132211100	2132215000	2132312200	2132331700

<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>
2132331800	2132402400	2132412600	2132424000	2132500100	2132601100
2132331900	2132402500	2132412700	2132424100	2132500200	2132601200
2132332000	2132402600	2132412800	2132424200	2132500300	2132610500
2132332100	2132402700	2132420100	2132430100	2132500400	2132610600
2132332200	2132402800	2132420200	2132430200	2132500500	2132611400
2132332300	2132402900	2132420300	2132430300	2132500600	2132611501
2132332400	2132403000	2132420400	2132430400	2132500700	2132611502
2132332500	2132403100	2132420500	2132430500	2132500800	2132611503
2132332600	2132403200	2132420600	2132430600	2132500900	2132611504
2132332700	2132403300	2132420700	2132430700	2132501000	2132611505
2132332800	2132403400	2132420800	2132430800	2132501100	2132611506
2132332900	2132403500	2132420900	2132430900	2132501200	2132611507
2132333000	2132403600	2132421000	2132431000	2132501300	2132611508
2132333100	2132410100	2132421100	2132431100	2132501400	2132611509
2132333200	2132410200	2132421200	2132431200	2132501500	2132611510
2132400100	2132410300	2132421300	2132431300	2132501600	2132611511
2132400200	2132410400	2132421400	2132431400	2132501700	2132611512
2132400300	2132410500	2132421500	2132431500	2132501800	2132611513
2132400400	2132410600	2132421600	2132431600	2132501900	2132611514
2132400500	2132410700	2132421900	2132431700	2132502000	2132611700
2132400600	2132410800	2132422000	2132431800	2132502100	2132611800
2132400700	2132410900	2132422100	2132431900	2132502200	2132611900
2132400800	2132411000	2132422200	2132432000	2132502300	2132612000
2132400900	2132411100	2132422300	2132432100	2132502400	2132612100
2132401000	2132411200	2132422400	2132432200	2132502500	2132612200
2132401100	2132411300	2132422500	2132432300	2132502600	2132612300
2132401200	2132411400	2132422600	2132432400	2132502700	2132612400
2132401300	2132411500	2132422700	2132432500	2132502800	2132612500
2132401400	2132411600	2132422800	2132432600	2132502900	2132621201
2132401500	2132411700	2132423100	2132432700	2132503000	2132621202
2132401600	2132411800	2132423200	2132432800	2132600101	2132621203
2132401700	2132411900	2132423300	2132432900	2132600102	2132621204
2132401800	2132412000	2132423400	2132433000	2132600103	2132621205
2132401900	2132412100	2132423500	2132433100	2132600104	2132621301
2132402000	2132412200	2132423600	2132433200	2132600105	2132621302
2132402100	2132412300	2132423700	2132433300	2132600107	2132621303
2132402200	2132412400	2132423800	2132433400	2132600109	2132621304
2132402300	2132412500	2132423900	2132433500	2132601000	2132621305

City of Carlsbad  
 Street Lighting and Landscape District No. 1  
 Preliminary Annual Engineer's Report - FY 2024-25  
 Parcels no longer in District No. 1

<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>
2132621306	2132621423	2132622229	2132622267	2132622308	2132632700
2132621307	2132621424	2132622230	2132622268	2132622309	2132700100
2132621308	2132621425	2132622231	2132622269	2132622310	2132700200
2132621309	2132621426	2132622232	2132622270	2132622311	2132700300
2132621310	2132621427	2132622233	2132622271	2132622312	2132700400
2132621311	2132621500	2132622234	2132622272	2132622313	2132700500
2132621312	2132621600	2132622235	2132622273	2132622314	2132700600
2132621313	2132621700	2132622236	2132622274	2132622315	2132700700
2132621314	2132621900	2132622237	2132622275	2132622316	2132700800
2132621315	2132622100	2132622238	2132622276	2132622317	2132700900
2132621316	2132622201	2132622239	2132622277	2132622318	2132701000
2132621317	2132622202	2132622240	2132622278	2132622319	2132701100
2132621318	2132622203	2132622241	2132622279	2132622320	2132701200
2132621319	2132622204	2132622242	2132622280	2132622321	2132701300
2132621320	2132622205	2132622243	2132622281	2132622322	2132701400
2132621321	2132622206	2132622244	2132622282	2132622323	2132701500
2132621401	2132622207	2132622245	2132622283	2132622324	2132701600
2132621402	2132622208	2132622246	2132622284	2132622325	2132701700
2132621403	2132622209	2132622247	2132622285	2132622326	2132701800
2132621404	2132622210	2132622248	2132622286	2132622327	2132701900
2132621405	2132622211	2132622249	2132622287	2132622328	2132702000
2132621406	2132622212	2132622250	2132622288	2132622400	2132702100
2132621407	2132622213	2132622251	2132622289	2132622500	2132710100
2132621408	2132622214	2132622252	2132622290	2132622600	2132710200
2132621409	2132622215	2132622253	2132622291	2132630900	2132710300
2132621410	2132622216	2132622254	2132622292	2132631000	2132710400
2132621411	2132622217	2132622255	2132622293	2132631100	2132710500
2132621412	2132622218	2132622256	2132622294	2132631201	2132710600
2132621413	2132622219	2132622257	2132622295	2132631202	2132710700
2132621414	2132622220	2132622258	2132622296	2132631300	2132710800
2132621415	2132622221	2132622259	2132622297	2132631400	2132710900
2132621416	2132622222	2132622260	2132622301	2132631500	2132711000
2132621417	2132622223	2132622261	2132622302	2132631600	2132711100
2132621418	2132622224	2132622262	2132622303	2132631900	2132711200
2132621419	2132622225	2132622263	2132622304	2132632000	2132711300
2132621420	2132622226	2132622264	2132622305	2132632100	2132711400
2132621421	2132622227	2132622265	2132622306	2132632200	2132711500
2132621422	2132622228	2132622266	2132622307	2132632300	2132711600

<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>
2132711700	2132722300	2132803500	2132822000	2132901300	2132910500
2132711800	2132722400	2132803600	2132830100	2132901400	2132910600
2132711900	2132722500	2132803700	2132830200	2132901500	2132910700
2132712000	2132722600	2132803800	2132830300	2132901600	2132910800
2132712100	2132800100	2132803900	2132830400	2132901700	2132910900
2132712200	2132800200	2132804000	2132830500	2132901800	2132911000
2132712300	2132800300	2132804100	2132830600	2132901900	2132911100
2132712400	2132800400	2132810100	2132830700	2132902000	2132911200
2132712500	2132800500	2132810200	2132830800	2132902100	2132911300
2132712600	2132800600	2132810300	2132830900	2132902200	2132911400
2132712700	2132800700	2132810400	2132831000	2132902300	2132911500
2132712800	2132800800	2132810500	2132831100	2132902400	2132911600
2132712900	2132800900	2132810600	2132831200	2132902500	2132911700
2132713000	2132801000	2132810700	2132831300	2132902600	2132911800
2132713100	2132801100	2132810800	2132831400	2132902700	2132911900
2132713200	2132801200	2132810900	2132831500	2132902800	2132912000
2132720100	2132801300	2132811000	2132831600	2132902900	2132912100
2132720200	2132801400	2132811100	2132831700	2132903000	2132912200
2132720300	2132801500	2132811200	2132831800	2132903100	2132912300
2132720400	2132801600	2132820100	2132831900	2132903200	2132912400
2132720500	2132801700	2132820200	2132832000	2132903300	2132912500
2132720600	2132801800	2132820300	2132832100	2132903400	2132912600
2132720700	2132801900	2132820400	2132832200	2132903500	2132912700
2132720800	2132802000	2132820500	2132832300	2132903600	2132912800
2132720900	2132802100	2132820600	2132832400	2132903700	2132912900
2132721000	2132802200	2132820700	2132832500	2132903800	2132913000
2132721100	2132802300	2132820800	2132900100	2132903900	2132913100
2132721200	2132802400	2132820900	2132900200	2132904000	2132913200
2132721300	2132802500	2132821000	2132900300	2132904100	2132913300
2132721400	2132802600	2132821100	2132900400	2132904200	2132913400
2132721500	2132802700	2132821200	2132900500	2132904300	2132913500
2132721600	2132802800	2132821300	2132900600	2132904400	2132913600
2132721700	2132802900	2132821400	2132900700	2132904500	2132913700
2132721800	2132803000	2132821500	2132900800	2132904600	2132913800
2132721900	2132803100	2132821600	2132900900	2132910100	2132920100
2132722000	2132803200	2132821700	2132901000	2132910200	2132920200
2132722100	2132803300	2132821800	2132901100	2132910300	2132920300
2132722200	2132803400	2132821900	2132901200	2132910400	2132920400

<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>
2132920500	2133001100	2133100213	2146201408	2146310200	2146402100
2132920600	2133001201	2133100214	2146201409	2146310300	2146402200
2132920700	2133001202	2133100301	2146201410	2146310400	2146402300
2132920800	2133001203	2133100302	2146201411	2146310600	2146402400
2132920900	2133001204	2133100303	2146201412	2146310700	2146402500
2132921000	2133001300	2133100304	2146201413	2146310800	2146402600
2132921100	2133001400	2133100401	2146201414	2146310900	2146402700
2132921200	2133001600	2133100402	2146201415	2146311000	2146402800
2132921300	2133001700	2133100403	2146201416	2146311100	2146402900
2132921400	2133100101	2133100500	2146201417	2146311200	2146403000
2132921500	2133100102	2133100600	2146201418	2146311300	2146410100
2132921600	2133100103	2133100700	2146201419	2146311400	2146410200
2132921700	2133100104	2133100800	2146201420	2146311500	2146410300
2132921800	2133100105	2133100900	2146201421	2146311600	2146410400
2132921900	2133100106	2133101000	2146201422	2146311700	2146410500
2132922000	2133100107	2133101100	2146201423	2146311800	2146410600
2132922100	2133100108	2133101200	2146201424	2146311900	2146410700
2132922200	2133100109	2133101300	2146201500	2146312200	2146410800
2132922300	2133100110	2146200100	2146300100	2146400100	2146410900
2132922400	2133100111	2146200200	2146300200	2146400200	2146411000
2132922500	2133100112	2146200300	2146300300	2146400300	2146411100
2132922600	2133100113	2146200400	2146300400	2146400400	2146411200
2132922700	2133100114	2146200500	2146300500	2146400500	2146411300
2132922800	2133100115	2146200600	2146300600	2146400600	2146411400
2132922900	2133100116	2146200700	2146300700	2146400700	2146411500
2132923000	2133100117	2146200800	2146300800	2146400800	2146411600
2132923100	2133100201	2146200900	2146300900	2146400900	2146411700
2132923200	2133100202	2146201000	2146301000	2146401000	2146411800
2133000100	2133100203	2146201100	2146301100	2146401100	2146411900
2133000200	2133100204	2146201200	2146301200	2146401200	2146412000
2133000300	2133100205	2146201300	2146301300	2146401300	2146412100
2133000400	2133100206	2146201401	2146301400	2146401400	2146412200
2133000500	2133100207	2146201402	2146301500	2146401500	2146412300
2133000600	2133100208	2146201403	2146301600	2146401600	2146412400
2133000700	2133100209	2146201404	2146301700	2146401700	2146412500
2133000800	2133100210	2146201405	2146301800	2146401800	2146412600
2133000900	2133100211	2146201406	2146301900	2146401900	2146420100
2133001000	2133100212	2146201407	2146310100	2146402000	2146420200

City of Carlsbad  
 Street Lighting and Landscape District No. 1  
 Preliminary Annual Engineer's Report - FY 2024-25  
 Parcels no longer in District No. 1

<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>
2146420300	2146430700	2146434500	2146441900	2210150715	2218810200
2146420400	2146430800	2146434600	2146442000	2210150716	2218810600
2146420500	2146430900	2146434700	2146442100	2210150717	2218811100
2146420600	2146431000	2146434800	2146442200	2210150718	2218811200
2146420700	2146431100	2146434900	2146442300	2210150719	2218811300
2146420800	2146431200	2146435000	2146442400	2210150720	2218811400
2146420900	2146431300	2146435100	2146442500	2210150721	2218811500
2146421000	2146431400	2146435200	2146442600	2210150722	2218811600
2146421100	2146431500	2146435300	2146442700	2210150723	2218811700
2146421200	2146431600	2146435400	2146442800	2210150724	2218811800
2146421300	2146431700	2146435500	2146442900	2210150725	2230507300
2146421400	2146431800	2146435600	2146443000	2210150726	2230510100
2146421500	2146431900	2146435700	2146443100	2210150727	2230510200
2146421600	2146432000	2146435800	2146443200	2210150728	2230510300
2146421700	2146432100	2146435900	2146443300	2210150800	2230510400
2146421800	2146432200	2146436000	2210140100	2218800700	2230510500
2146421900	2146432300	2146436100	2210140200	2218800800	2230510600
2146422000	2146432400	2146436200	2210140300	2218800900	2230510700
2146422100	2146432500	2146436300	2210140400	2218801000	2230510800
2146422200	2146432600	2146436400	2210140500	2218801300	2230510900
2146422300	2146432700	2146440100	2210140600	2218801400	2230511000
2146422400	2146432800	2146440200	2210140700	2218801500	2230511100
2146422500	2146432900	2146440300	2210150100	2218801600	2230511200
2146422600	2146433000	2146440400	2210150500	2218801701	2230511300
2146422700	2146433100	2146440500	2210150701	2218801702	2230511400
2146422800	2146433200	2146440600	2210150702	2218801703	2230511500
2146422900	2146433300	2146440700	2210150703	2218801704	2230511600
2146423000	2146433400	2146440800	2210150704	2218801705	2230511700
2146423200	2146433500	2146440900	2210150705	2218801706	2230511800
2146423300	2146433600	2146441000	2210150706	2218801707	2230511900
2146423400	2146433700	2146441100	2210150707	2218801708	2230512000
2146423500	2146433800	2146441200	2210150708	2218801709	2230512100
2146430100	2146433900	2146441300	2210150709	2218801710	2230512200
2146430200	2146434000	2146441400	2210150710	2218801711	2230512300
2146430300	2146434100	2146441500	2210150711	2218801712	2230512400
2146430400	2146434200	2146441600	2210150712	2218801713	2230512500
2146430500	2146434300	2146441700	2210150713	2218801800	2230512600
2146430600	2146434400	2146441800	2210150714	2218810100	2230512700

City of Carlsbad  
 Street Lighting and Landscape District No. 1  
 Preliminary Annual Engineer's Report - FY 2024-25  
 Parcels no longer in District No. 1

<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>
2230512800	2230522500	2230526300	2230611800	2236100200	2236104300
2230512900	2230522600	2230526400	2230611900	2236100600	2236104400
2230513000	2230522700	2230526500	2230612000	2236100700	2236104500
2230513100	2230522800	2230526600	2230612100	2236100800	2236104600
2230513200	2230522900	2230526700	2230612200	2236100900	2236104700
2230513300	2230523000	2230526800	2230612300	2236101000	2236104800
2230513400	2230523100	2230530100	2230612400	2236101100	2236104900
2230513500	2230523200	2230530200	2230612500	2236101200	2236105000
2230513600	2230523300	2230530300	2230612600	2236101300	2236105100
2230513700	2230523400	2230530400	2230612700	2236101400	2236105200
2230513800	2230523500	2230530500	2230612800	2236101500	2236110100
2230513900	2230523600	2230530600	2230612900	2236101600	2236110200
2230514000	2230523700	2230530700	2230613000	2236101700	2236110300
2230514100	2230523800	2230530800	2230613100	2236101800	2236110400
2230520100	2230523900	2230530900	2230613200	2236101900	2236110500
2230520200	2230524000	2230531000	2230613300	2236102000	2236110600
2230520300	2230524100	2230531100	2230613400	2236102100	2236110700
2230520400	2230524200	2230531200	2230613500	2236102200	2236110800
2230520500	2230524300	2230531300	2230613600	2236102300	2236110900
2230520600	2230524400	2230531400	2230613700	2236102400	2236111000
2230520700	2230524500	2230531500	2230613800	2236102500	2236111100
2230520800	2230524600	2230531600	2230613900	2236102600	2236111200
2230520900	2230524700	2230531700	2230614000	2236102700	2236111300
2230521000	2230524800	2230610300	2230614100	2236102800	2236111400
2230521100	2230524900	2230610400	2230614200	2236102900	2236111500
2230521200	2230525000	2230610500	2230614300	2236103000	2236111600
2230521300	2230525100	2230610600	2230614400	2236103100	2236111700
2230521400	2230525200	2230610700	2230614500	2236103200	2236111800
2230521500	2230525300	2230610800	2230614600	2236103300	2236111900
2230521600	2230525400	2230610900	2230614700	2236103400	2236112000
2230521700	2230525500	2230611000	2230614800	2236103500	2236112100
2230521800	2230525600	2230611100	2230614900	2236103600	2236112200
2230521900	2230525700	2230611200	2230615000	2236103700	2236112300
2230522000	2230525800	2230611300	2230615100	2236103800	2236112400
2230522100	2230525900	2230611400	2230615200	2236103900	2236112500
2230522200	2230526000	2230611500	2230615300	2236104000	2236112600
2230522300	2230526100	2230611600	2230615400	2236104100	2236112700
2230522400	2230526200	2230611700	2236100100	2236104200	2236112800



<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>
2236112900	2236130600	2236142600	2236600200	2236620800	2236632100
2236113000	2236130700	2236142700	2236600300	2236620900	2236632200
2236113100	2236130800	2236142800	2236600400	2236621000	2236632300
2236120100	2236130900	2236142900	2236600500	2236621100	2236632400
2236120200	2236131000	2236143000	2236600600	2236621200	2236632500
2236120300	2236131100	2236143100	2236600700	2236621300	2236632600
2236120400	2236131200	2236143200	2236600800	2236621400	2236632700
2236120500	2236131300	2236143300	2236600900	2236621500	2236632800
2236120600	2236131400	2236143400	2236601000	2236621600	2236632900
2236120700	2236131500	2236143500	2236610100	2236621700	2236633000
2236120800	2236131600	2236143600	2236610200	2236621800	2236633100
2236120900	2236131700	2236143700	2236610300	2236621900	2236633200
2236121000	2236131800	2236143800	2236610400	2236622000	2236633300
2236121100	2236140100	2236143900	2236610500	2236622100	2236633400
2236121200	2236140200	2236144000	2236610600	2236622200	2236633500
2236121300	2236140300	2236144100	2236610700	2236622300	2236633600
2236121400	2236140400	2236144200	2236610800	2236622400	2236700100
2236121500	2236140500	2236160500	2236610900	2236622500	2236700200
2236121600	2236140600	2236170100	2236611000	2236630100	2236700300
2236121700	2236140700	2236170400	2236611100	2236630200	2236700400
2236121800	2236140800	2236170500	2236611200	2236630300	2236700500
2236121900	2236140900	2236171100	2236611300	2236630400	2236700600
2236122000	2236141000	2236171200	2236611400	2236630500	2236700700
2236122100	2236141100	2236171300	2236611500	2236630600	2236700800
2236122200	2236141200	2236171400	2236611600	2236630700	2236700900
2236122300	2236141300	2236171500	2236611700	2236630800	2236701000
2236122400	2236141400	2236171600	2236611800	2236630900	2236701100
2236122500	2236141500	2236171700	2236611900	2236631000	2236701200
2236122600	2236141600	2236171800	2236612000	2236631100	2236701300
2236122700	2236141700	2236171900	2236612100	2236631200	2236701400
2236122800	2236141800	2236172000	2236612200	2236631300	2236701500
2236122900	2236141900	2236172100	2236620100	2236631400	2236701600
2236123000	2236142000	2236172200	2236620200	2236631500	2236701700
2236130100	2236142100	2236172300	2236620300	2236631600	2236701800
2236130200	2236142200	2236172600	2236620400	2236631700	2236701900
2236130300	2236142300	2236172700	2236620500	2236631800	2236702000
2236130400	2236142400	2236172800	2236620600	2236631900	2236702100
2236130500	2236142500	2236600100	2236620700	2236632000	2236702200

City of Carlsbad  
 Street Lighting and Landscape District No. 1  
 Preliminary Annual Engineer's Report - FY 2024-25  
 Parcels no longer in District No. 1

<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>
2236702300	2236713300	2236731400	2236803600	2236900600	2236912300
2236702400	2236713400	2236731500	2236803700	2236900700	2236912400
2236702500	2236713500	2236731600	2236803800	2236900800	2236912500
2236702600	2236713600	2236800100	2236803900	2236900900	2236912600
2236702700	2236713700	2236800200	2236804000	2236901000	2236912700
2236702800	2236713800	2236800300	2236804100	2236901100	2236912800
2236710100	2236720100	2236800400	2236804200	2236901200	2236912900
2236710200	2236720200	2236800500	2236804300	2236901300	2236913000
2236710300	2236720300	2236800600	2236804400	2236901400	2236913100
2236710400	2236720400	2236800700	2236804500	2236901500	2236913200
2236710500	2236720500	2236800800	2236804600	2236901600	2236913300
2236710600	2236720600	2236800900	2236804700	2236901700	2236913400
2236710700	2236720700	2236801000	2236804800	2236901800	2236920100
2236710800	2236720800	2236801100	2236810100	2236901900	2236920200
2236710900	2236720900	2236801200	2236810200	2236902000	2236920300
2236711000	2236721000	2236801300	2236810300	2236902100	2236920400
2236711100	2236721100	2236801400	2236810400	2236910100	2236920500
2236711200	2236721200	2236801500	2236810500	2236910200	2236920600
2236711300	2236721300	2236801600	2236810600	2236910300	2236920700
2236711400	2236721400	2236801700	2236810700	2236910400	2236920800
2236711500	2236721500	2236801800	2236810800	2236910500	2236920900
2236711600	2236721600	2236801900	2236810900	2236910600	2236921000
2236711700	2236721700	2236802000	2236811000	2236910700	2236921100
2236711800	2236721800	2236802100	2236811100	2236910800	2236921200
2236711900	2236721900	2236802200	2236811200	2236910900	2236921300
2236712000	2236722000	2236802300	2236811300	2236911000	2236921400
2236712100	2236730100	2236802400	2236811400	2236911100	2236921500
2236712200	2236730200	2236802500	2236811500	2236911200	2236921600
2236712300	2236730300	2236802600	2236811600	2236911300	2236921700
2236712400	2236730400	2236802700	2236811700	2236911400	2236921800
2236712500	2236730500	2236802800	2236811800	2236911500	2236921900
2236712600	2236730600	2236802900	2236811900	2236911600	2236922000
2236712700	2236730700	2236803000	2236812000	2236911700	2236922100
2236712800	2236730800	2236803100	2236900100	2236911800	2236922200
2236712900	2236730900	2236803200	2236900200	2236911900	2236922300
2236713000	2236731000	2236803300	2236900300	2236912000	2236922400
2236713100	2236731100	2236803400	2236900400	2236912100	2236922500
2236713200	2236731200	2236803500	2236900500	2236912200	2236922600

City of Carlsbad  
 Street Lighting and Landscape District No. 1  
 Preliminary Annual Engineer's Report - FY 2024-25  
 Parcels no longer in District No. 1

<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>
2236922700	2237220800	2237232000	2237251100	2237271102	2237271904
2236922900	2237220900	2237232100	2237251200	2237271103	2237271905
2236923000	2237221000	2237232200	2237251300	2237271104	2237271906
2236923100	2237221100	2237232300	2237251400	2237271105	2237271907
2236930100	2237221200	2237232400	2237251500	2237271106	2237271908
2236930200	2237221300	2237232500	2237251600	2237271107	2237271909
2236930300	2237221400	2237232600	2237251700	2237271108	2237271910
2236930400	2237221500	2237232700	2237251800	2237271109	2237272301
2236930500	2237221600	2237232800	2237260100	2237271110	2237272302
2236930600	2237221700	2237232900	2237260200	2237271111	2237272303
2236930700	2237221800	2237240100	2237260300	2237271201	2237272304
2236930800	2237221900	2237240200	2237260400	2237271202	2237272305
2236930900	2237222000	2237240300	2237260500	2237271203	2237272306
2236931000	2237222100	2237240400	2237260600	2237271501	2237272307
2236931100	2237222200	2237240500	2237260700	2237271502	2237272400
2236931200	2237222300	2237240600	2237260800	2237271503	2237272500
2236931300	2237222400	2237240700	2237260900	2237271504	2237272600
2236931400	2237222500	2237240800	2237261000	2237271505	2237800100
2236931500	2237222600	2237240900	2237261100	2237271506	2237800200
2236931600	2237230100	2237241000	2237261200	2237271507	2237800300
2236931700	2237230200	2237241100	2237261300	2237271508	2237800400
2236931900	2237230300	2237241200	2237261400	2237271509	2237800500
2236932000	2237230400	2237241300	2237261500	2237271510	2237800600
2236932100	2237230500	2237241400	2237261600	2237271511	2237800700
2237201000	2237230600	2237241500	2237261700	2237271512	2237800800
2237201400	2237230700	2237241600	2237261800	2237271601	2237800900
2237201500	2237230800	2237241700	2237261900	2237271602	2237801000
2237201800	2237230900	2237241800	2237262000	2237271603	2237801100
2237202100	2237231000	2237250100	2237262100	2237271604	2237801200
2237210500	2237231100	2237250200	2237262200	2237271605	2237801300
2237210600	2237231200	2237250300	2237262300	2237271606	2237801400
2237220100	2237231300	2237250400	2237262400	2237271607	2237801500
2237220200	2237231400	2237250500	2237262500	2237271608	2237801600
2237220300	2237231500	2237250600	2237262600	2237271609	2237801700
2237220400	2237231600	2237250700	2237262700	2237271610	2237801800
2237220500	2237231700	2237250800	2237262800	2237271901	2237801900
2237220600	2237231800	2237250900	2237270800	2237271902	2237802000
2237220700	2237231900	2237251000	2237271101	2237271903	2237802100

City of Carlsbad  
 Street Lighting and Landscape District No. 1  
 Preliminary Annual Engineer's Report - FY 2024-25  
 Parcels no longer in District No. 1

<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>
2237802200	2237822100	2237902100	2237913800	2237940300	2238111100
2237802300	2237822200	2237910100	2237913900	2237940400	2238111200
2237802400	2237822300	2237910200	2237914000	2237940500	2238111300
2237802500	2237822400	2237910300	2237914100	2237940600	2238111400
2237802600	2237822500	2237910400	2237914200	2237940700	2238111500
2237802700	2237822600	2237910500	2237914300	2237940800	2238111600
2237802800	2237822700	2237910600	2237920100	2237940900	2238111700
2237802900	2237822800	2237910700	2237920200	2237941000	2238111800
2237803000	2237822900	2237910800	2237920300	2237941100	2238111900
2237810100	2237823000	2237910900	2237920400	2237941200	2238112000
2237810200	2237823100	2237911000	2237920500	2237941300	2238112100
2237810300	2237823200	2237911100	2237920600	2237941400	2238112200
2237810400	2237823300	2237911200	2237920700	2237941500	2238112300
2237810500	2237823400	2237911300	2237920800	2237941600	2238112400
2237810600	2237823500	2237911400	2237920900	2237941700	2238112500
2237810700	2237823600	2237911500	2237921000	2237941800	2238112600
2237810800	2237823700	2237911600	2237921100	2237941900	2238112700
2237810900	2237823800	2237911700	2237921200	2237942000	2238112800
2237820100	2237900100	2237911800	2237921300	2237942100	2238112900
2237820200	2237900200	2237911900	2237921400	2237942200	2238113000
2237820300	2237900300	2237912000	2237921500	2237942300	2238113100
2237820400	2237900400	2237912100	2237921600	2238100100	2238113200
2237820500	2237900500	2237912200	2237921700	2238100200	2238113300
2237820600	2237900600	2237912300	2237921800	2238101400	2238113400
2237820700	2237900700	2237912400	2237930100	2238101500	2238113500
2237820800	2237900800	2237912500	2237930200	2238101600	2238113600
2237820900	2237900900	2237912600	2237930300	2238102500	2238113700
2237821000	2237901000	2237912700	2237930400	2238102600	2238113800
2237821100	2237901100	2237912800	2237930500	2238110100	2238113900
2237821200	2237901200	2237912900	2237930600	2238110200	2238114000
2237821300	2237901300	2237913000	2237930700	2238110300	2238114100
2237821400	2237901400	2237913100	2237930800	2238110400	2238114200
2237821500	2237901500	2237913200	2237930900	2238110500	2238114300
2237821600	2237901600	2237913300	2237931000	2238110600	2238114400
2237821700	2237901700	2237913400	2237931100	2238110700	2238114500
2237821800	2237901800	2237913500	2237931200	2238110800	2238114600
2237821900	2237901900	2237913600	2237940100	2238110900	2238114700
2237822000	2237902000	2237913700	2237940200	2238111000	2238114800

<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>
2238114900	2238303400	2238313000	2238410400	2238414200	2238423500
2238120100	2238303500	2238313100	2238410500	2238414300	2238423600
2238120200	2238303600	2238313200	2238410600	2238414400	2238423700
2238120300	2238303700	2238313300	2238410700	2238414500	2238423800
2238120400	2238303800	2238313400	2238410800	2238420100	2238430100
2238300100	2238303900	2238313500	2238410900	2238420200	2238430200
2238300200	2238304000	2238313600	2238411000	2238420300	2238430300
2238300300	2238304100	2238313700	2238411100	2238420400	2238430400
2238300400	2238304200	2238313800	2238411200	2238420500	2238430500
2238300500	2238310100	2238313900	2238411300	2238420600	2238430600
2238300600	2238310200	2238314000	2238411400	2238420700	2238430700
2238300700	2238310300	2238314100	2238411500	2238420800	2238430800
2238300800	2238310400	2238400100	2238411600	2238420900	2238430900
2238300900	2238310500	2238400200	2238411700	2238421000	2238431300
2238301000	2238310600	2238400300	2238411800	2238421100	2238431400
2238301100	2238310700	2238400400	2238411900	2238421200	2238431500
2238301200	2238310800	2238400500	2238412000	2238421300	2238431600
2238301300	2238310900	2238400600	2238412100	2238421400	2238431700
2238301400	2238311000	2238400700	2238412200	2238421500	2238431800
2238301500	2238311100	2238400800	2238412300	2238421600	2238431900
2238301600	2238311200	2238400900	2238412400	2238421700	2238500100
2238301700	2238311300	2238401000	2238412500	2238421800	2238500200
2238301800	2238311400	2238401100	2238412600	2238421900	2238500300
2238301900	2238311500	2238401200	2238412700	2238422000	2238500400
2238302000	2238311600	2238401300	2238412800	2238422100	2238500500
2238302100	2238311700	2238401400	2238412900	2238422200	2238500600
2238302200	2238311800	2238401500	2238413000	2238422300	2238500700
2238302300	2238311900	2238401600	2238413100	2238422400	2238500800
2238302400	2238312000	2238401700	2238413200	2238422500	2238500900
2238302500	2238312100	2238401800	2238413300	2238422600	2238501000
2238302600	2238312200	2238401900	2238413400	2238422700	2238501100
2238302700	2238312300	2238402000	2238413500	2238422800	2238501200
2238302800	2238312400	2238402100	2238413600	2238422900	2238501300
2238302900	2238312500	2238402200	2238413700	2238423000	2238501400
2238303000	2238312600	2238402300	2238413800	2238423100	2238501500
2238303100	2238312700	2238410100	2238413900	2238423200	2238501600
2238303200	2238312800	2238410200	2238414000	2238423300	2238501700
2238303300	2238312900	2238410300	2238414100	2238423400	2238501800

<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>	<u>PARCELNUM</u>
2238501900	2238511700				
2238502000	2238511800				
2238502100	2238511900				
2238502200	2238512000				
2238502300	2238512100				
2238502400	2238512200				
2238502500	2238512300				
2238502600	2238512400				
2238502700	2238512500				
2238502800	2238512600				
2238502900	2238512700				
2238503000	2238520100				
2238503100	2238520200				
2238503200	2238520300				
2238503300	2238520400				
2238503400	2238520500				
2238503500	2238520600				
2238503600	2238520700				
2238503700	2238520800				
2238503800	2238520900				
2238503900	2238521000				
2238504000	2238521100				
2238510100	2238521200				
2238510200	2238521300				
2238510300	2238521400				
2238510400	2238521500				
2238510500	2238521600				
2238510600	2238521700				
2238510700	2238521800				
2238510800					
2238510900					
2238511000					
2238511100					
2238511200					
2238511300					
2238511400					
2238511500					
2238511600					



CITY COUNCIL  
**Staff Report**

**Meeting Date:** June 11, 2024

**To:** Mayor and City Council

**From:** Scott Chadwick, City Manager

**Staff Contact:** Katie Schroeder, Senior Accountant  
 katie.schroeder@carlsbadca.gov, 442-339-5246

**Subject:** Initiating Proceedings for the Annual Levy of Assessments within Street Lighting and Landscaping District No. 2, a Special Assessment District

**Districts:** 2, 3, 4

**Recommended Action**

Adopt a resolution initiating the proceedings, approving the preliminary engineer's report for fiscal year 2024-25 and setting a public hearing for July 16, 2024, for the annual levy of assessments within Street Lighting and Landscaping District No. 2, a special assessment district.

**Executive Summary**

Carlsbad's Street Lighting and Landscaping District No. 2 assesses fees that pay for the maintenance and replacement costs of streetlights, street trees and medians within the district.

The City Council's approval of this state-mandated report and the scheduling of a public hearing is needed to initiate the proceedings for the annual levy of assessments within the district for fiscal year 2024-25, under the procedures set forth in California Streets and Highways Code Sections 22620-22641.

**Explanation & Analysis**

The district covers sixteen developments in Carlsbad. Each development is considered a zone and each zone has its own assessment based on the costs for that area of the city. (Another district, Street Lighting and Landscaping District No. 1, assesses fees that help pay for streetlights, street trees and medians in the other developed parts of the city.)

California Streets and Highways Code Section 22622 requires that the City Council order an engineer to prepare and file a report each fiscal year for which assessments are to be levied and collected.

This report is to contain:

- a) Plans and specifications for the improvements.
- b) An estimate of the costs of the improvements.
- c) A diagram of the assessment district.
- d) An assessment of the estimated costs of the improvements.
- e) If bonds or notes will be issued, an estimate of their principal amount.

The report can be found as Attachment A to Exhibit 1.

A maximum and actual assessment rate is calculated for each of the 16 zones each year. The maximum actual assessment rate is the maximum annual rate that can be assessed on a parcel and is calculated by adding all the costs of maintenance and replacements, assuming the city fully maintains the improvements in each zone.

Several zones maintain a portion of their improvements through their homeowners' associations. The calculated cost of maintaining any improvement that will be borne by a homeowner's association has been subtracted from the maximum annual assessment to determine the actual annual assessment. The actual annual assessment is the amount that will be charged to each property owner on their annual property tax statement.

If the city determines a homeowner's association is not maintaining the improvements to the city's standard, the city has the authority to take over this task and charge the property owner as much as the maximum annual assessment to recover the city's cost of maintaining the improvements.

The assessments can increase a maximum amount annually by the increase in the consumer price index. The change in the San Diego County consumer price index from March 2023 to March 2024 was 3.6%, which is reflected in the maximum assessment rates for fiscal year 2024-25.

As shown in the table on the following page, the proposed annual assessment rates for a single-family residential parcel range from \$5.20 to \$204.28 per parcel. These assessments vary between developments depending on the density of each development, the amount of improvement and the types of improvements being maintained in each development.

All of the increases in rates are due to increased lighting maintenance and operation costs.



<b>Development zone</b>	<b>Maximum annual assessment rate FY 2024-25</b>	<b>Actual annual assessment rate FY 2023-24</b>	<b>Proposed annual assessment rate FY 2024-25</b>
Calavera Hills II	\$286.80	\$136.11	\$140.73
Kelly Ranch	\$173.87	\$142.56	\$147.00
The Oaks South	\$608.93	\$4.89	\$5.20
Thompson/Tabata	\$321.05	\$178.16	\$184.62
Palomar Forum/ Carlsbad Raceway (no residential)	\$237.78	\$121.44	\$125.55
Bressi Ranch	\$315.79	\$61.64	\$65.42
La Costa Greens	\$567.00	\$59.36	\$61.22
La Costa Ridge	\$100.06	\$33.65	\$34.60
Oaks North Industrial (no residential)	\$76.13	\$54.32	\$76.13
Robertson Ranch East	\$346.75	\$175.51	\$181.46
Oaks North Residential	\$483.91	\$9.08	\$9.67
La Costa Town Square	\$588.03	\$197.18	\$204.28
Fair Oaks Valley <sup>1</sup>	\$624.85	\$0.00	\$0.00
Quarry Creek	\$164.96	\$17.56	\$18.24
Robertson Ranch West	\$371.07	\$117.27	\$130.75
Marja Acres <sup>2</sup>	\$68.58	\$0.00	\$0.00

1) No assessment, homeowners association is maintaining all improvements

2) No assessment for FY 2024-25 because the development is still under construction

### **Fiscal Analysis**

The collection of assessments will cover all maintenance, operation and future replacement costs for the district.

The total assessments for the 16 zones in the district are projected to be \$820,090. The assessment rates in each zone of the district have been set so that the maintenance, operations, and replacement costs will be funded entirely through the property owners who benefit from the improvements. Of the total projected assessments \$392,041 will be spent on maintenance operations and \$428,049 will be set aside for future replacement of improvements.

### **Next Steps**

With the City Council's approval, the Finance Department will work with the assessment engineer to complete the final report for fiscal year 2024-25, which is to be presented at the public hearing for the adoption of the annual levy of assessments to be held on July 16, 2024.

### **Environmental Evaluation**

The recommended 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 in the environment or a reasonably foreseeable indirect physical change in the environment.

### **Exhibits**

1. City Council resolution

**RESOLUTION NO.**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARLSBAD, CALIFORNIA, INITIATING THE PROCEEDINGS, APPROVING THE PRELIMINARY ENGINEER'S REPORT FOR FISCAL YEAR 2024-25 AND SETTING A PUBLIC HEARING FOR JULY 16, 2024, FOR THE ANNUAL LEVY OF ASSESSMENTS WITHIN STREET LIGHTING AND LANDSCAPING DISTRICT NO. 2, A SPECIAL ASSESSMENT DISTRICT

WHEREAS, the City Council of the City of Carlsbad, California, previously formed a special assessment district pursuant to the terms of the Landscaping and Lighting Act of 1972 (California Streets and Highways Code Section 22500 *et seq.*), known and designated as Street Lighting and Landscaping District No. 2; and

WHEREAS, the Street Lighting and Landscaping District No. 2 assessment is increasing a maximum amount in accordance with the increase in the consumer price index, but such increase is not considered a "new or increased assessment" under California Government Code Section 54954.6 as the assessment does not exceed an assessment formula or range which was previously specified in a public notice for a public hearing and voters of the district approved a maximum annual increase by the consumer price index (CPI) for All Urban Consumers for the San Diego County area, as determined by the rate published in March of each year; and

WHEREAS, the district is an existing assessment district in which assessments are not proposed to be increased as defined by Article XIID of the California Constitution (Proposition 218) and the Proposition 218 Omnibus Implementation Act (California Government Code Section 53750 *et seq.*), and is therefore exempt from the Proposition 218 procedures and requirements pursuant to California Constitution Article XIID Section 5, subdivision (a); and

WHEREAS, the City Council wishes to initiate proceedings to provide for the annual levy of assessments for fiscal year 2024-25 to provide for the annual costs for maintenance of improvements, defined as existing street lighting, median landscaping and street trees, within the district; and

WHEREAS, a preliminary engineer's report has been prepared and is presented to the City Council and is attached as Attachment A, as required by law, and the City Council desires to continue with the proceedings for the annual levy; and

WHEREAS, the improvements to be maintained shall consist of all originally designated and authorized improvements, as well as certain new and additional improvements; and

WHEREAS, the City Council has carefully examined and reviewed the engineer's report as presented, and is satisfied with each and all of the items and documents as set forth within it, and is satisfied that the assessments, on a preliminary basis, have been distributed in accordance with the benefits received from the improvements to be maintained, as set forth in the engineer's report.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carlsbad, California, as follows:

1. That the above recitations are true and correct.
2. That the public interest and convenience require, and it is the intention of this legislative body to levy and collect assessments to pay the annual costs and expenses for the maintenance and/or servicing of the improvements for Street Lighting and Landscaping District No. 2, with the improvements generally described as follows: the maintenance of certain street lighting improvements, street trees, and median landscaping improvements, as set forth and described in the engineer's report. The proposed new improvements to be maintained and serviced caused generally by new development within the district are described as follows: the maintenance of certain additional street lighting improvements and additional landscaping improvements, including replacement of street trees and median landscaping improvements, all as set forth and described in the engineer's report.
3. That the improvements are of direct benefit to the properties within the boundaries of the district, which the legislative body previously declared to be the area benefited by the improvements, as identified and referenced in the boundary map previously

approved by the City Council, a copy of which is on file in the office of the City Clerk and open for public inspection, and which is designated by the name of this district.

4. That the improvements are referred to in the Harris & Associates preliminary engineer's report, and Harris & Associates is directed to complete and file the engineer's report generally containing the following:
  - A. Plans and specifications describing the general nature, location and extent of the improvements within the district;
  - B. A diagram for the district, showing the area and properties proposed to be assessed;
  - C. An estimate of the cost of the maintenance and/or servicing of the improvements for the district for the Fiscal Year commencing July 1, 2024, and ending June 30, 2025; and
  - D. An assessment of the estimated costs of the maintenance and/or servicing, assessing the net amount upon all assessable lots and/or parcels within the district in proportion to the benefits received.
5. That the engineer's report, as presented, is approved on a preliminary basis, and is ordered to be filed in the office of the City Clerk as a permanent record and to remain open to public inspection. Reference is made to the engineer's report for a full and detailed description of the improvements to be maintained, the boundaries of the district and any zones within it, and the proposed assessments upon assessable lots and parcels of land within the district.
6. That the Street Lighting and Landscaping District No. 2 assessment maximum increase in accordance with the increase in the consumer price index is not considered a "new or increased assessment" under California Government Code Section 54954.6. Further, the

district is an existing assessment district in which assessments are not proposed to be increased as defined by Article XIID of the California Constitution (Proposition 218) and the Proposition 218 Omnibus Implementation Act.

7. Notice is hereby given that a public hearing is scheduled for 5 p.m. at the City Council Chambers located at 1200 Carlsbad Village Drive in Carlsbad, California, on the following date:

**Tuesday, July 16, 2024**

At that time this legislative body will hear protests or objections in reference to the annual levy of assessments and to any other matters contained in this resolution. Any persons who wish to object to the proceedings or the annual levy should file a written protest with the City Clerk prior to the time set for the public hearing. If there is a majority protest against the levy of an annual assessment that is increased from the previous year, the proposed increase in the assessments shall be abandoned. A majority protest exists if, upon the conclusion of the hearing, written protests filed and not withdrawn, represent property owners owning more than 50% of the assessable area of land within the district.

8. That the City Clerk is authorized and directed to give notice as required by law by causing a copy of this resolution to be published in a newspaper of general circulation within the City of Carlsbad, not less than 10 days prior to the date set for the public hearing.

9. For any and all information relating to these proceedings, including information relating to protest procedure, your attention is directed to the persons designated below:

CITY OF CARLSBAD, CITY CLERK  
1200 CARLSBAD VILLAGE DRIVE, CARLSBAD, CA 92008

and

ANNA TAN-GATUE, PROJECT MANAGER  
HARRIS & ASSOCIATES  
TELEPHONE: (800) 827-4901 EXT. 2344

Owners of property within the district may mail written protests to the following  
address:

CITY OF CARLSBAD, CITY CLERK  
1200 CARLSBAD VILLAGE DRIVE, CARLSBAD, CA 92008

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of  
Carlsbad on the \_\_\_ day of \_\_\_\_\_, 2024, by the following vote, to wit:

AYES:

NAYS:

ABSTAIN:

ABSENT:

---

KEITH BLACKBURN, Mayor

---

SHERRY FREISINGER, City Clerk  
(SEAL)

# CITY OF CARLSBAD

## PRELIMINARY ENGINEER'S REPORT FISCAL YEAR 2024-25 STREET LIGHTING AND LANDSCAPING DISTRICT NO. 2

May 22, 2024

PREPARED BY



**Harris & Associates**

Anna Tan-Gatue, P.E.  
R.I.E. No. 4356 Exp. 06/30/25  
[www.WeAreHarris.com](http://www.WeAreHarris.com)





# TABLE OF CONTENTS

Statement of Assessment Engineer.....1  
Part A – Plans and Specifications.....3  
Part B – Estimate of Costs.....6  
Part C – Method of Apportionment .....11  
Part D – Assessment Roll .....29  
Part E – Assessment Diagram .....29

# STATEMENT OF ASSESSMENT ENGINEER

**FISCAL YEAR 2024-25  
ENGINEER'S REPORT PREPARED PURSUANT  
TO THE PROVISIONS OF THE  
LANDSCAPING AND LIGHTING ACT OF 1972  
SECTION 22500 THROUGH 22679  
OF THE CALIFORNIA STREETS AND HIGHWAYS CODE,  
ARTICLE XIID OF THE CALIFORNIA CONSTITUTION, AND  
THE PROPOSITION 218 OMNIBUS IMPLEMENTATION ACT  
(GOVERNMENT CODE SECTION 53750 ET SEQ.)**

Pursuant to Landscaping and Lighting Act of 1972 (Part 2 of Division 15 of the Streets and Highways Code) (the "1972 Act"), Article XIID of the California Constitution ("Article XIID") and the Proposition 218 Omnibus Implementation Act (Government Code Section 53750 and following) (the "Implementation Act" and together with the 1972 Act and Article XIID, the "Assessment Law") and in accordance with the Resolution of Initiation, adopted by the City Council of the City of Carlsbad, State of California, in connection with the proceedings for:

## **STREET LIGHTING AND LANDSCAPING DISTRICT NO. 2**

Hereinafter referred to as the "Maintenance District" or "District", I, Anna Tan-Gatue, P.E., the authorized representative of Harris & Associates, the duly appointed ASSESSMENT ENGINEER, submit herewith the "Report" consisting of five (5) parts as follows:

### **PART A – PLANS AND SPECIFICATIONS**

Contains a description of the improvements that are to be maintained or serviced by the District.

### **PART B – ESTIMATE OF COST**

Identifies the estimated cost of the services or maintenance to be provided by the District, including incidental costs and expenses in connection therewith.

### **PART C – METHOD OF APPORTIONMENT**

Describes the basis on which the costs have been apportioned to each parcel of land within the Maintenance District, in proportion to the estimated special benefits to be received by such lots and parcels from the improvements to be maintained and serviced.

### **PART D – ASSESSMENT ROLL**

Identifies the maximum assessment to be levied on each lot or parcel of land within the Maintenance District to receive special benefits from the improvements to be maintained and serviced.

## PART E – ASSESSMENT DIAGRAM

Contains a Diagram of the Maintenance District Boundaries showing the exterior boundaries of the Maintenance District, the boundaries of any zones within the Maintenance District and the lines and dimensions of each lot or parcel of land within the Maintenance District.

## PART A – PLANS AND SPECIFICATIONS

The improvements, which have been constructed or which may be subsequently constructed within and adjacent to the Maintenance District and that will be serviced and maintained, and the proposed maintenance and services are generally described as follows:

### DESCRIPTION OF IMPROVEMENTS TO BE MAINTAINED AND SERVICED

The proposed improvements (collectively, the "Improvements") proposed to be maintained and serviced are generally described as follows:

#### Landscaping and Appurtenant Improvements

Landscaping improvements (collectively, the "Landscaping Improvements") include but are not limited to: landscaping, planting, shrubbery, trees, irrigation systems, hardscapes and fixtures in public street and sidewalk rights-of-way, including medians, parkways and other easements dedicated to the City of Carlsbad within the boundaries of the Maintenance District.

#### Street Lighting and Appurtenant Improvements

Street lighting improvements (collectively, the "Street Lighting Improvements") include but are not limited to: poles, fixtures, bulbs, conduits, conductors, equipment including guys, anchors, posts and pedestals, metering devices and appurtenant facilities as required to provide lighting and traffic signals in public street and sidewalk rights-of-way and other easements dedicated to the City of Carlsbad within the boundaries of the Maintenance District.

The public lighting system shall be maintained to provide adequate illumination. Electricity for streetlights shall be furnished by San Diego Gas & Electric (SDG&E), and it shall be adequate for the intended purpose. Rates for power shall be those authorized by the California Public Utilities Commission.

### DESCRIPTION OF MAINTENANCE AND SERVICES

Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the Landscaping Improvements and the Street Lighting Improvements facilities and appurtenant facilities, including repair, refurbishment, removal or replacement of all or part of any of the Landscaping Improvements and the Street Lighting Improvements or appurtenant facilities; providing for the life, growth, health and beauty of the Landscaping Improvements, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury; the removal of trimmings, rubbish, debris and other solid waste; and the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

Servicing means the furnishing of water and electrical current or energy for the irrigation of the Landscaping Improvements and the maintenance of any Street Lighting Improvements or appurtenant facilities and the furnishing of electric current or energy, gas or other illuminating agent for the Street

Lighting Improvements, or for the lighting or operation of the Landscaping Improvements or appurtenant facilities.

The Street Lighting Improvements shall be maintained to provide adequate illumination. Electricity for streetlights shall be furnished by SDG&E, and it shall be adequate for the intended purpose. Rates for power shall be those authorized by the California Public Utilities Commission.

The following provides descriptions of the Zones of Benefit within the Maintenance District:

- Zone 1** – Encompasses the Calavera Hills II Development and funds the operation and maintenance of street lighting, street trees, and medians.
- Zone 2** – Encompasses the Kelly Ranch Core Development and funds the operation and maintenance of street lighting and medians.
- Zone 3** – Encompasses the Oaks South Development and funds the operation and maintenance of street lighting, street trees and medians.
- Zone 4** – Encompasses the Thompson/Tabata Development and funds the operation and maintenance of street lighting, street trees, and medians.
- Zone 5** – Encompasses the Palomar Forum Development and the Carlsbad Raceway Development and funds the operation and maintenance of street lighting and medians.
- Zone 6** – Encompasses the Bressi Ranch Development and funds the operation and maintenance of street lighting, street trees, and medians.
- Zone 7** – Encompasses the La Costa Greens Development and funds the operation and maintenance of street lighting, street trees, and medians.
- Zone 8** – Encompasses the La Costa Ridge Development, including Village 2.6, and funds the operation and maintenance of street lighting, street trees, and medians.
- Zone 9** – Encompasses the Oaks North Business Park Development and funds the operation and maintenance of street lighting and street trees.
- Zone 10** – Encompasses the east village of the Robertson Ranch Development and funds the operation and maintenance of street lighting, street trees, and medians.
- Zone 11** – Encompasses the Oaks North Residential Development and funds the operation and maintenance of street lighting, street trees, and medians.
- Zone 12** – Encompasses the La Costa Town Square Development and funds the operation and maintenance of street lighting, street trees, and medians.
- Zone 13** – Encompasses the Fair Oaks Valley Development and funds the operation and maintenance of street lighting and street trees.
- Zone 14** – Encompasses the Quarry Creek Development and funds the operation and maintenance of street lighting and street trees.

**Zone 15** – Encompasses the west village of the Robertson Ranch Development and funds the operation and maintenance of street lighting, street trees, and medians.

**Zone 16** – Encompasses the Marja Acres Development and funds the operation and maintenance of street lighting, street trees, and medians.

The plans and specifications for the Improvements, showing the general nature, location and the extent of the Improvements, are on file in the city's Public Works Department and are by reference herein made a part of this report.

# PART B – ESTIMATE OF COSTS

The estimated costs for the operation, maintenance and servicing of the Improvements, shown on the following page, are the estimated costs of maintenance if the Improvements were fully maintained for Fiscal Year 2024-25. The 1972 Act provides that the total cost of the maintenance and services, together with incidental expenses, may be financed from the assessment proceeds. The incidental expenses may include engineering fees, legal fees, printing, mailing, postage, publishing, and all other related costs identified with the district proceedings.

Please see Part C of this Report for a description of Equivalent Dwelling Units (EDU’s) and the apportionment formula.

The Assessment Law requires that a special fund be set-up for the revenues and expenditures of the District. Funds raised by assessment shall be used only for the purpose as stated herein. The city may advance funds to the District, if needed, to ensure adequate cash flow, and will be reimbursed for any such advances upon receipt of assessments. Any surplus or deficit remaining on June 30 must be carried over to the next fiscal year.

FY 2024-25 BUDGET								
	Assessed Quantity	O&M Unit Cost	Repl. Unit Cost	Total O&M/Repl. Costs	Form- ation Costs	Admin. Costs	FY 24-25 Annual Costs	FY 24-25 Annual Cost / EDU
<b>Zone 1 (Calavera Hills II)</b>								
40W LED Light	46 each	\$139.89	\$230.79	\$17,051	\$0	\$205	\$17,256	\$52.78 / EDU
* 100W IND Light	10 each	\$172.54	\$197.20	\$3,697	\$0	\$44	\$3,742	\$6.13 / EDU
* 111W LED Light	14 each	\$182.59	\$197.20	\$5,317	\$0	\$64	\$5,381	\$8.81 / EDU
** Trees	0 each	\$152.57		\$0	\$0	\$0	\$0	\$0.00 / EDU
*** Medians	37,558 sf	\$0.49	\$0.68	\$44,073	\$0	\$529	\$44,602	\$73.01 / EDU
							\$70,981	
<b>Zone 2 (Kelly Ranch Core)</b>								
40W LED Light	51 each	\$139.89	\$230.79	\$18,905	\$0	\$227	\$19,132	\$42.66 / EDU
* 111W LED Light	8 each	\$182.59	\$197.20	\$3,038	\$0	\$37	\$3,075	\$6.50 / EDU
Medians	38,250 sf	\$0.49	\$0.68	\$44,885	\$0	\$539	\$45,424	\$97.84 / EDU
							\$67,631	
<b>Zone 3 (The Oaks South)</b>								
** 100W IND Light	0 each	\$201.93	\$230.79	\$0	\$0	\$0	\$0	\$0.00 / EDU
* 100W IND Light	7 each	\$172.54	\$197.20	\$2,588	\$0	\$31	\$2,619	\$5.20 / EDU
** Trees	0 each	\$152.57		\$0	\$0	\$0	\$0	\$0.00 / EDU
** Medians	0 sf	\$0.49	\$0.68	\$0	\$0	\$0	\$0	\$0.00 / EDU
							\$2,619	

\* These lights are on arterial roadways, therefore the O&M and Repl. costs have been multiplied by 85.45% (This is to account for the 14.55% General Benefit for Arterial Roadways)  
 \*\* These budgets are \$0 due to HOA maintenance and servicing  
 \*\*\* Portion of total median area attributable only to Calavera Hills II  
 \*\*\*\* 40W, 100W, 111W lights are local to Non-Res properties in Zones 5 and 6 and costs are spread to those parcels only

### FY 2024-25 BUDGET (CONT'D)

	Assessed Quantity	O&M Unit Cost	Repl. Unit Cost	Total O&M/Repl. Costs	Form-ation Costs	Admin. Costs	FY 24-25 Annual Costs	FY 24-25 Annual Cost / EDU
<b>Zone 4 (Thompson/Tabata)</b>								
40W IND Light	45 each	\$141.57	\$230.79	\$16,756	\$0	\$201	\$16,958	\$67.51 / EDU
* 111W LED Light	8 each	\$182.59	\$197.20	\$3,038	\$0	\$37	\$3,075	\$12.25 / EDU
** Trees	0 each	\$152.57		\$0	\$0	\$0	\$0	\$0.00 / EDU
Medians	22,180 sf	\$0.49	\$0.68	\$26,027	\$0	\$313	\$26,340	\$104.86 / EDU
							\$46,372	
<b>Zone 5 (Palomar Forum/Carlsbad Raceway)</b>								
40W IND Light	15 each	\$141.57	\$230.79	\$5,585	\$0	\$67	\$5,653	\$8.71 / EDU
**** 111W LED Light	4 each	\$213.69	\$230.79	\$1,778	\$0	\$21	\$1,799	\$10.00 / EDU
* 100W IND Light	14 each	\$172.54	\$197.20	\$5,176	\$0	\$62	\$5,239	\$6.32 / EDU
Medians	77,211 sf	\$0.49	\$0.68	\$90,604	\$0	\$1,088	\$91,693	\$110.52 / EDU
							\$104,383	
<b>Zone 6 (Bressi Ranch)</b>								
** 100W Light	0 each	\$201.93	\$230.79	\$0	\$0	\$0	\$0	\$0.00 / EDU
**** 40W IND Light	25 each	\$141.57	\$230.79	\$9,309	\$0	\$112	\$9,421	\$11.16 / EDU
**** 100W IND Light	24 each	\$201.93	\$230.79	\$10,385	\$0	\$125	\$10,510	\$12.45 / EDU
* 100W IND Light	15 each	\$172.54	\$197.20	\$5,546	\$0	\$67	\$5,613	\$3.59 / EDU
** Trees	0 each	\$152.57		\$0	\$0	\$0	\$0	\$0.00 / EDU
Medians	81,510 sf	\$0.49	\$0.68	\$95,649	\$0	\$1,149	\$96,798	\$61.83 / EDU
							\$122,342	
<b>Zone 7 (La Costa Greens)</b>								
** 100W Light	0 each	\$201.93	\$230.79	\$0	\$0	\$0	\$0	\$0.00 / EDU
** Collector 100W Light	0 each	\$201.93	\$230.79	\$0	\$0	\$0	\$0	\$0.00 / EDU
* 100W IND Light	21 each	\$172.54	\$197.20	\$7,765	\$0	\$93	\$7,858	\$6.48 / EDU
** Local Trees	0 each	\$152.57		\$0	\$0	\$0	\$0	\$0.00 / EDU
** Collector Trees	0 each	\$152.57		\$0	\$0	\$0	\$0	\$0.00 / EDU
Medians	55,917 sf	\$0.49	\$0.68	\$65,617	\$0	\$788	\$66,405	\$54.74 / EDU
							\$74,263	
<b>Zone 8 (La Costa Ridge)</b>								
Collector 100W Light	0 each	\$201.93	\$230.79	\$0	\$0	\$0	\$0	\$0.00 / EDU
* 111W LED Light	2 each	\$182.59	\$197.20	\$760	\$0	\$9	\$769	\$2.43 / EDU
Collector Trees	0 each	\$152.57		\$0	\$0	\$0	\$0	\$0.00 / EDU
Medians	8,579 sf	\$0.49	\$0.68	\$10,067	\$0	\$121	\$10,187	\$32.17 / EDU
							\$10,956	
<b>Zone 9 (Oaks North Business Park)</b>								
40W IND Light	18 each	\$141.57	\$230.79	\$6,703	\$0	\$81	\$6,783	\$6.74 / EDU
100W IND Light	8 each	\$201.93	\$230.79	\$3,462	\$0	\$42	\$3,503	\$3.48 / EDU
111W LED Light	9 each	\$213.69	\$230.79	\$4,000	\$0	\$48	\$4,048	\$4.02 / EDU
Trees	455 each	\$152.57		\$69,418	\$0	\$834	\$70,251	\$69.76 / EDU
							\$84,586	
<b>Zone 10 (Robertson Ranch East Village)</b>								
40W IND Light	70 each	\$141.57	\$230.79	\$26,065	\$0	\$313	\$26,378	\$47.64 / EDU
* 111W LED Light	17 each	\$182.59	\$197.20	\$6,456	\$0	\$78	\$6,534	\$10.23 / EDU
** Trees	0 each	\$152.57		\$0	\$0	\$0	\$0	\$0.00 / EDU
Medians	66,500 sf	\$0.49	\$0.68	\$78,035	\$0	\$937	\$78,973	\$123.59 / EDU
							\$111,885	

\* These lights are on arterial roadways, therefore the O&M and Repl. costs have been multiplied by 85.45% (This is to account for the 14.55% General Benefit for Arterial Roadways)  
 \*\* These budgets are \$0 due to HOA maintenance and servicing  
 \*\*\* Portion of total median area attributable only to Calavera Hills II  
 \*\*\*\* 40W, 100W, 111W lights are local to Non-Res properties in Zones 5 and 6 and costs are spread to those parcels only



### FY 2024-25 BUDGET (CONT'D)

	Assessed Quantity	O&M Unit Cost	Repl. Unit Cost	Total O&M/Repl. Costs	Form-ation Costs	Admin. Costs	FY 24-25 Annual Costs	FY 24-25 Annual Cost / EDU
<b>Zone 11 (The Oaks North Residential)</b>								
** 100W Light	0 each	\$201.93	\$230.79	\$0	\$0	\$0	\$0	\$0.00 / EDU
** Collector 100W Light	0 each	\$201.93	\$230.79	\$0	\$0	\$0	\$0	\$0.00 / EDU
* 100W IND Light	12 each	\$172.54	\$197.20	\$4,437	\$0	\$53	\$4,490	\$9.67 / EDU
** Trees	0 each	\$152.57		\$0	\$0	\$0	\$0	\$0.00 / EDU
** Collector Trees	0 each	\$152.57		\$0	\$0	\$0	\$0	\$0.00 / EDU
** Medians	0 sf	\$0.49	\$0.68	\$0	\$0	\$0	\$0	\$0.00 / EDU
** Collector Medians	0 sf	\$0.49	\$0.68	\$0	\$0	\$0	\$0	\$0.00 / EDU
							\$4,490	
<b>Zone 12 (La Costa Town Square)</b>								
40W IND Light	11 each	\$141.57	\$230.79	\$4,096	\$0	\$49	\$4,145	\$65.80 / EDU
Collector 40W IND Light	7 each	\$141.57	\$230.79	\$2,607	\$0	\$31	\$2,638	\$8.76 / EDU
* 111W LED Light	7 each	\$182.59	\$197.20	\$2,659	\$0	\$32	\$2,690	\$8.08 / EDU
** Local Trees	0 each	\$152.57		\$0	\$0	\$0	\$0	\$0.00 / EDU
** Collector Trees	0 each	\$152.57		\$0	\$0	\$0	\$0	\$0.00 / EDU
** Arterial Trees	0 each	\$152.57		\$0	\$0	\$0	\$0	\$0.00 / EDU
Medians	34,105 sf	\$0.49	\$0.68	\$40,021	\$0	\$481	\$40,502	\$121.64 / EDU
							\$49,975	
<b>Zone 13 (Fair Oaks Valley)</b>								
** 40W Light	0 each	\$141.57	\$230.79	\$0	\$0	\$0	\$0	\$0.00 / EDU
** Collector 100W Light	0 each	\$201.93	\$230.79	\$0	\$0	\$0	\$0	\$0.00 / EDU
** Local Trees	0 each	\$152.57		\$0	\$0	\$0	\$0	\$0.00 / EDU
** Collector Trees	0 each	\$152.57		\$0	\$0	\$0	\$0	\$0.00 / EDU
							\$0	
<b>Zone 14 (Quarry Creek )</b>								
Collector 40W LED Light	30 each	\$139.89	\$230.79	\$11,120	\$0	\$134	\$11,254	\$18.24 / EDU
** Collector Trees	0 each	\$152.57		\$0	\$0	\$0	\$0	\$0.00 / EDU
							\$11,254	
<b>Zone 15 (Robertson Ranch West Village)</b>								
40W LED Light	23 each	\$139.89	\$230.79	\$8,526	\$0	\$102	\$8,628	\$48.89 / EDU
Collector 40W LED Light	10 each	\$139.89	\$230.79	\$3,707	\$0	\$45	\$3,751	\$6.28 / EDU
Collector 100W IND Light	3 each	\$201.93	\$230.79	\$1,298	\$0	\$16	\$1,314	\$2.20 / EDU
* 40W LED Light	1 each	\$119.53	\$197.20	\$317	\$0	\$4	\$321	\$0.53 / EDU
* 100W IND Light	7 each	\$172.54	\$197.20	\$2,588	\$0	\$31	\$2,619	\$4.30 / EDU
** Local Trees	0 each	\$152.57		\$0	\$0	\$0	\$0	\$0.00 / EDU
** Collector Trees	0 each	\$152.57		\$0	\$0	\$0	\$0	\$0.00 / EDU
+ Arterial Trees	104 each	\$135.94		\$14,137	\$0	\$170	\$14,307	\$23.51 / EDU
Medians	23,083 sf	\$0.49	\$0.68	\$27,087	\$0	\$325	\$27,412	\$45.04 / EDU
							\$58,353	
<b>Zone 16 (Marja Acres)</b>								
* 100W Light	0 each	\$172.54	\$197.20	\$0	\$0	\$0	\$0	\$0.00 / EDU
+ Arterial Trees	0 each	\$135.94		\$0	\$0	\$0	\$0	\$0.00 / EDU
Medians	0 sf	\$0.49	\$0.68	\$0	\$0	\$0	\$0	\$0.00 / EDU
							\$0	
<b>Subtotal Annual Costs:</b>				<b>\$810,356</b>	<b>\$0</b>	<b>\$9,734</b>	<b>\$820,090</b>	

\* These lights are on arterial roadways, therefore the O&M and Repl. costs have been multiplied by 85.45% (This is to account for the 14.55% General Benefit for Arterial Roadways)  
 \*\* These budgets are \$0 due to HOA maintenance and servicing  
 \*\*\* Portion of total median area attributable only to Calavera Hills II  
 + These trees are on arterial roadways, therefore to O&M costs have been multiplied by 89% (This is to account for the 11% General Benefit for Street Trees on Arterial Roadways)

**FY 2024-25 BUDGET (CONT'D)**

<b>Administrative Costs</b>	
District Formation	\$0
Annual Administration	\$9,065
County Levy Fee	\$669
Replacement Reserve	\$428,049
Fund Balance as of July 1 of Current FY	(\$428,049)
<hr/>	
<b>Subtotal Administrative Costs:</b>	<b>\$9,734</b>
<b>FY 24-25 Annual Assessment:</b>	<b>\$820,090</b>

The O&M Unit Cost is the operation and maintenance cost per improvement unit. These amounts are derived from the FY 2024-25 city wide budget amounts and improvement totals shown in Landscape and Lighting District No. 1.

- For the light improvements, this unit cost is calculated by dividing the total budgeted cost by the total number of street lightings within the city plus the annual energy cost. There is an annual cost per light that is calculated for each light wattage. For lights located on arterial roadways, the O&M Unit Costs have been reduced by 14.55% to account for general benefit, as calculated on the table shown on Page 12.
- For the street tree improvements, the unit cost is calculated by dividing the total budget by the number of trees.
- For the median improvements, the unit cost is calculated by dividing the total median budget amount by the total square footage of medians.

The Replacement Unit Cost is the cost to replace each improvement unit. These amounts were established in FY 2004-05 when the District was formed and increased for cost of living each year according to the change in Consumer Price Index (CPI) for the San Diego County area.

The Administrative Costs have been allocated to each Zone based on the improvements being maintained by the District in each Zone. There are no administration costs associated with Zone 13 (Fair Oaks Valley) because the HOA is maintaining all improvements within the Fair Oaks Valley Development. There are no administration costs associated with Zone 16 (Marja Acres) because the zone is currently in construction and improvements of the district have not yet been completed. The Administrative Costs consists of the following:

- The Annual Administration cost of \$9,065 for the tracking and administration of the 16 zones within the District.
- The County Levy Fee of \$669 for submitting the assessments of approximately 6,686 parcels at \$0.10 to the County of San Diego for inclusion on the Tax Bills.

The Replacement Reserve amount consists of the following:

- A total of \$428,049 in replacement costs calculated by multiplying the Assessed Quantity by the Replacement Unit Cost for each Improvement.
- A total of \$8,027 is associated with exceeding costs not included in the FY 2024-25 assessment rate. For Zones 4, 9 & 15, the calculated budgeted rate exceeds the maximum rate, therefore the FY 2024-25 Assessment Rate was limited to the maximum rate. The difference of \$8,027 has been added to the total Replacement Reserve amount to be covered by the city's General Fund.

## PART C – METHOD OF APPORTIONMENT

### GENERAL

The 1972 Act permits the establishment of assessment districts by cities for the purpose of providing certain public improvements which include the construction, maintenance and servicing of street lights, traffic signals and landscaping facilities.

Streets and Highways Code Section 22573 requires that maintenance assessments be levied according to benefit rather than according to assessed value. This section states:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

The 1972 Act permits the designation of zones of benefit within any individual assessment district if "by reason of variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvements." (Sec. 22574). Thus, the 1972 Act requires the levy of a true "assessment" rather than a "special tax."

In addition, Article XIID and the Implementation Act requires that a parcel's assessment may not exceed the reasonable cost for the proportional special benefit conferred on that parcel. Article XIID and the Implementation Act further provides that only special benefits are assessable and the city must separate the general benefits from the special benefits. They also require that publicly owned properties which specially benefit from the improvements be assessed.

### SPECIAL BENEFIT ANALYSIS

Proper maintenance and operation of the streetlights, street trees and street medians provides special benefit to adjacent properties by providing security, safety, and community character and vitality.

#### Local Lighting.

**Special Benefit.** The operation, maintenance and servicing of lighting along local streets in close proximity to certain lots or parcels provides a special benefit to such lots or parcels by providing illumination resulting in: 1) improved security of such lots or parcels, 2) improved ingress and egress from such lots or parcels by illuminating access after sunset, and 3) improved nighttime visibility for the local access of emergency vehicles. Local lighting typically consists of 40 watt lights.

Street lights on or associated with traffic signals located at arterial-to-local connectors are considered to be 100% special benefit to those developments taking direct access at these intersections.

**General Benefit.** There are no general benefits associated with local lighting.

## Arterial Lighting.

**Special Benefit.** The operation, maintenance and servicing of arterial lighting provides a special benefit to each and every assessable lot or parcel within the development or vicinity which are adjacent to such lighting resulting in: 1) improved nighttime visibility for the access of emergency vehicles, and 2) improved safety and traffic circulation to and from parcels. Arterial lighting typically consists of 100 watt lights; however, special benefit is assigned consistent with local lighting wattage.

**General Benefit.** The city recognizes that a portion of the maintenance, operation and servicing of those Street Lighting Improvements that are a part of the city's arterial lighting improvements provide a general benefit to the public at large, which equates to the higher level of lighting required on arterial roads.

The general benefits associated with Arterial Lighting are attributable to the higher level of lighting required for an arterial roadway. That higher level of lighting provides a measure of safety for the additional width of the street. Local and collector roadways require only 9,500 lumen lights (typically 40 watt lights) and arterial roadways require 22,000 lumen lights (typically 100 watt lights).

The amount of general benefit is established by multiplying the number of arterial streetlights currently in the city by the difference between the average annual electrical costs to illuminate a light on an arterial street and a local street. (Electrical costs are used in this comparison, as the personnel and replacement costs for the various lumens and wattages of lights are virtually the same.) The following table shows the calculation of the cost estimate for general benefit for streetlights.

**FY 2024-25 COST ESTIMATE COMPARISON OF ELECTRICAL COSTS FOR THE VARIOUS STREET LIGHTS WITHIN THE CITY**

Lamp Size (Watts)	Lamp Type	Number Lights	Monthly Rate	Monthly Amount	Annual Amount	Annual Cost per Light	General Benefit
-------------------	-----------	---------------	--------------	----------------	---------------	-----------------------	-----------------

Low wattage lights for collector streets:

40	IND	4,231	\$3.37	\$14,258.47	\$171,101.64	\$40.44	\$0.00
40	LED	684	\$3.23	\$2,209.32	\$26,511.84	\$38.76	\$0.00
<b>Subtotal-1</b>		<b>4,915</b>			<b>\$197,613.48</b>		<b>\$0.00</b>

High wattage lights for arterial streets:

70	LED	101	\$5.73	\$578.73	\$6,944.76	\$68.76	\$3,030.00
85	IND	13	\$7.14	\$92.82	\$1,113.84	\$85.68	\$588.12
85	LED	31	\$7.01	\$217.31	\$2,607.72	\$84.12	\$1,406.16
100	IND	686	\$8.40	\$5,762.40	\$69,148.80	\$100.80	\$41,406.96
100	LED	129	\$8.27	\$1,066.83	\$12,801.96	\$99.24	\$7,801.92
111	LED	813	\$9.38	\$7,625.94	\$91,511.28	\$112.56	\$59,999.40
120	LED	668	\$9.95	\$6,646.60	\$79,759.20	\$119.40	\$53,867.52
150	IND	14	\$12.58	\$176.12	\$2,113.44	\$150.96	\$1,547.28
250	IND	13	\$20.98	\$272.74	\$3,272.88	\$251.76	\$2,747.16
<b>Subtotal-2</b>		<b>2,468</b>			<b>\$269,273.88</b>		<b>\$172,394.52</b>

<b>Total</b>	<b>7,383</b>			<b>\$466,887.36</b>		<b>\$172,394.52</b>
--------------	--------------	--	--	---------------------	--	---------------------

**General Benefit = \$172,394.52**

FY 2024-25 Lighting Budget Amount \$1,213,538

FY 2024-25 Public Parcel Contribution \$29,008

**Total Est. Cost Less Public Parcel Contribution\* \$1,184,530**

General Benefit Percentage	14.55%
----------------------------	--------

\* Based on preliminary budget estimates

Therefore, 14.55% of the Street Lighting Improvements on the city’s arterial roadways are considered general benefit, and only 84.45% of these Street Lighting Improvements will be used to estimate the special benefit costs.

Streetlights on or associated with traffic signals located at arterial-to-arterial connectors are considered to be 100% general benefit.

In addition to the above, streetlights fronting upon open space areas owned by governmental agencies and/or managed by a non-profit environmental trust and which are considered part of the major habitat core areas and/or linkages of the city's Habitat Management Plan shall be considered as having 100% general benefit.

## Street Landscaping.

**Special Benefit.** Trees, landscaping, hardscaping and appurtenant facilities, if well maintained, provide beautification, shade and enhancement of the desirability of the surroundings, and therefore increase property value.

- Street trees within the public street parkways provide special benefit to those properties directly adjacent to those tree-lined parkways.
- Landscaping and hardscaping within medians in the public streets provide special benefit to those developments that are directly adjacent to the public medians. These medians are located in the arterial roadways.

### **General Benefit.**

- There are no general benefits associated with local street trees.
- Street trees along the arterial roadways provide aesthetic benefits to people walking through the city. Per the 2005 Traveler Opinion and Perception Survey conducted by the Federal Highway Administration, approximately 10.9% of all trips are considered Walking Trips. Therefore, 10.9% of the Street Tree Improvements of the city's arterial roadways are considered general benefit, and only 89.1% of these Street Tree improvements will be used to estimate the special benefit costs.
- Landscaping and hardscaping within medians in the arterial roadways provide only incidental aesthetic benefits to motorists travelling to, from or through the city. Therefore, it is deemed that there are no general benefits associated with the landscaped medians.

Vehicular safety associated with the traffic channelization provided by raised medians is independent of the landscaping and hardscaping improvements funded through this Maintenance District. However, median curb replacement costs are included in the overall replacement costs for the medians. Because raised median curbs are required for both landscaping and traffic channelization, 50% of the median curb replacement costs have been removed from the budget.

## Benefit Zones

Benefit Zones are used to differentiate between the different types of Improvements to be maintained and serviced within each such zone. There are currently 16 zones of benefit in this District.

### **Zone 1 – Calavera Hills II**

The Calavera Hills II development is located in and around the intersection of Carlsbad Village Drive and College Boulevard and is comprised of villages of varying types of land uses that will receive special benefit from the street lighting, street trees and medians within and directly adjacent to the development. It is anticipated that the Home Owners Association ("HOA") will maintain the street trees. The city and the owners of the land within Calavera Hills II have an agreement to provide for the maintenance of the street trees by the HOA; therefore, annual assessments will be levied

within Zone 1 for the maintenance of street trees only if (a) the HOA fails to maintain such street trees pursuant to the Agreement, (b) as a result of the failure of the HOA to maintain such street trees, the city is required to undertake such maintenance and (c) the HOA has failed to reimburse the city for the cost of such maintenance as required pursuant to the Agreement.

Villages K, L-2, W and X are comprised of single family detached (“SFD”) units and have local streetlights and street trees within the public streets. Village X also has a 0.08-acre of non-residential (“Non-Res”) land use that takes access off of College Boulevard. This property is a utility with no local streetlights or street trees adjacent to it.

Villages E, U and Y are comprised of single family attached (“SFA”), apartment (“APT”) units, and 1 acre of Non-Res land use, and do not have any local lighting or street trees. Village “Y” also has a 1.05-acre of Non-Res use.

Village H is comprised of 2 acres of Non-Res use and does not have local lighting and street trees.

All of the villages receive special benefit from the arterial street lighting on Carlsbad Village Drive, College Boulevard and Tamarack Avenue that is directly adjacent to these village areas.

The entire Calavera Hills development (not just Calavera Hills II) benefits from the medians within College Boulevard and Carlsbad Village Drive within the boundaries of the development. An analysis has been performed to allocate the appropriate share of the medians to the Calavera Hills II development based on the assessment apportionment methodology shown in this Report.

## Zone 2 – Kelly Ranch Core

The Kelly Ranch Core development is located southeast of the intersection of Cannon Drive and Faraday Avenue and is comprised of varying types of land uses that receive special benefit from the street lighting and medians within and directly adjacent to the development.

The core development consists of SFD and APT units, 2.61 acres of Non-Res, a park and vacant property (future development details have not been determined) that have local streetlights in the public streets directly adjacent to them. All of these properties benefit from the local lights within this core development. There are an additional 6 SFD units planned for the Kirgis development, which is directly adjacent to Kelly Ranch and takes access through the development. A 2.63 acres site of Non-Res does not have local lighting. Part of this development also includes a city-owned 1.48-acre wastewater pumping plant site taking access off of Cannon Road. This property is considered Non-Res utility property that has no local streetlights adjacent to it. Although this property is a utility with essentially no value, it does receive the arterial lighting special benefits; however, this utility property is not deemed to benefit from the landscaped median improvements.

All of the development receives special benefit from the arterial street lighting and medians on Cannon Road.

## Zone 3 – The Oaks South

The Oaks South development is located to the northeast of the intersection of Rancho Santa Fe Road and Camino de los Coches and is comprised of varying types of land uses that receive special



benefit from the street lighting, street trees and medians within and directly adjacent to the development. It is anticipated that the HOA will maintain the street trees, local street lights and medians. The city and the owners of the land within the Oaks South have an Agreement to provide for the maintenance of such improvements by the HOA; therefore, annual assessments will be levied within Zone 3 for the maintenance of such improvements only if (a) the HOA fails to maintain any such improvements pursuant to the Agreement, (b) as a result of the failure of the HOA to maintain any such Improvements, the city is required to undertake such maintenance and (c) the HOA has failed to reimburse the city for the cost of such maintenance as required pursuant to the Agreement.

The development consists of SFD units, and 1.62 acres of Non-Res property that have local street lights and street trees in the public streets directly adjacent to them.

All of the development receives special benefit from the arterial street lighting and medians on Rancho Santa Fe Road. The median improvements on Rancho Santa Fe Road extend into an open space area that separates The Oaks South from The Oaks North development. This median provides an aesthetic link between the two developments and therefore 50% of the costs of the medians within the open space area to the north of The Oaks South is apportioned to The Oaks South, and 50% is apportioned to The Oaks North.

#### Zone 4 – Thompson / Tabata

The Thompson/Tabata development is located along Poinsettia Lane west of Aviara Parkway and is comprised of varying types of land uses that benefit from the operation and maintenance of street lighting, street trees and medians within and directly adjacent to the development. It is anticipated that the HOA will maintain the street trees. The city and the owners of the land within the Thompson/Tabata property have an Agreement to provide for the maintenance of such improvements by the HOA; therefore, annual assessments will be levied within Zone 4 for the maintenance of street trees only if (a) the HOA fails to maintain such street trees pursuant to the Agreement, (b) as a result of the failure of the HOA to maintain such street trees, the city is required to undertake such maintenance and (c) the HOA has failed to reimburse the city for the cost of such maintenance as required pursuant to the Agreement.

The development consists of SFD units that have local street lights and street trees in the public streets directly adjacent to them, and SFA units that take access off streets with local streetlights but do not have street trees directly adjacent to them.

All of the development receives special benefit from the arterial street lighting and medians on Poinsettia Lane.

The existing SFD property, Assessor's Parcel Number 214-170-81-00, is already assessed in Street Lighting and Landscaping District No. 1 and is therefore exempted from this District.

#### Zone 5 – Palomar Forum / Carlsbad Raceway

Zone 5 includes two non-residential developments that are directly adjacent to each other, Palomar Forum and Carlsbad Raceway.

The Palomar Forum development is located along the northerly side of Palomar Airport Road, east of Melrose Drive, and is comprised of 51.63 acres of Non-Res and 1.71 acres of Park that have 40 watt local street lights in the public streets directly adjacent to them.

The Carlsbad Raceway development is located north of Palomar Airport Road and west of Business Park Drive and is comprised of 86.22 acres of Non-Res that has 40 watt and 111 watt local street lights in the public street directly adjacent to them.

Both developments receive special benefit from the arterial street lighting and medians on Melrose Drive and Palomar Airport Road.

### Zone 6 – Bressi Ranch

The Bressi Ranch development is located on the southeast corner of Palomar Airport Road and El Camino Real. It is comprised of varying types of land uses that receive special benefit from the street trees, medians, street lighting within and directly adjacent to the development. The entire development benefits from the street lighting within and directly adjacent to the development, except the residential estate area that has private streets and so does not have any local public street light benefits. It is anticipated that the HOA will maintain the local streetlights and the street trees within the residential areas and the medians in Poinsettia Lane. The city and the owners of the land within Bressi Ranch have an Agreement to provide for the maintenance of such improvements by the HOA; therefore, annual assessments will be levied within Zone 6 for the maintenance of the local street lights only if (a) the HOA fails to maintain any such street lights pursuant to the Agreement, (b) as a result of the failure of the HOA to maintain any such Improvements, the city is required to undertake such maintenance and (c) the HOA has failed to reimburse the city for the cost of such maintenance as required pursuant to the Agreement.

The development consists of SFD units and 8 Parks that have trees and local street lights in the public streets directly adjacent to them. There are SFA units that have local street lights adjacent to them, but do not have street trees directly adjacent to them. There are 25 SFD estate units on private streets, with no public local street lights or street trees. There are also 140.70 acres of Non-Res development that have 40 watt and 111 watt local lighting adjacent to them.

All of the development receives special benefits from medians in Palomar Airport Road, El Camino Real, and Poinsettia Lane.

### Zone 7 – La Costa Greens

The Greens development is located on the northeast corner of Alga Road and El Camino Real. It is comprised of varying types of land uses that receive special benefit from the street trees, medians, street lighting within and directly adjacent to the development.

There is a 12.77 acre School, a total of 7.6 acres of Park, 86 SFA units, and 591 SFD units that all have local trees and local street lights in the public streets directly adjacent to them. There is 14.96 acres of Non-Res and 38 SFA units that have local street trees, but do not have local street lights, in the streets directly adjacent to them. There are 64 SFD units on private streets, with no public local street lights or street trees. There are 180 APT units, a Pump Station, and a Golf Course that are

within the development and are taken into consideration when spreading the special benefits, but are not part of this district and are assessed in Street Lighting and Landscaping District No. 1.

Street trees and street lights along Alicante Road are classified as Collector Trees and Collector 100W Lights. The annual cost to maintain these trees and street lights will be spread among the development areas that are directly adjacent to and take access from Alicante Road.

It is anticipated that the HOA will maintain the local streetlights and the street trees within the residential areas and the medians within Poinsettia Lane. The city and the owners of the land within the Greens have an Agreement to provide for the maintenance of such improvements by the HOA; therefore, annual assessments will be levied within Zone 7 for the maintenance of the local street lights and the medians only if (a) the HOA fails to maintain any such street lights and medians pursuant to the Agreement, (b) as a result of the failure of the HOA to maintain any such Improvements, the city is required to undertake such maintenance and (c) the HOA has failed to reimburse the city for the cost of such maintenance as required pursuant to the Agreement.

The entire development receives special benefit from the arterial street lighting on El Camino Real, Alga Road, and Poinsettia Lane.

All of the development receives special benefits from medians in El Camino Real, Alga Road, and Poinsettia Lane.

## Zone 8 – La Costa Ridge

The Ridge development is located east of El Fuerte Street, south of Alga Road, west of Rancho Santa Fe Road, and northwest of San Marcos Creek. It is comprised of residential land uses that receive special benefit from the medians and street lighting directly adjacent to the development.

There are 262 SFD units on private streets, with no public local street lights or street trees directly adjacent to them. In Village 2.6, there are 53 SFD units and a 0.18 acre park on private streets, with no public local street lights or street trees within this area. There are also 2 acres of Non-Res parcels within the development that are taken into consideration when spreading the special benefit, but are not part of this district and are assessed in Street Lighting and Landscaping District No. 1.

Though the streets within the Ridge development are private, the entire development receives special benefit from the collector street lighting directly adjacent to the development on El Fuerte Street along the westerly side of the development and the public portion of Corintia Street on the easterly side of the development.

Village 2.6 is the only portion of the Ridge development that benefits from the street trees on the public portion of Corintia Street on the westerly side of Village 2.6.

It is anticipated that the HOA will maintain the local streetlights and the street trees within the residential areas. The city and the owners of the land within the Ridge have an Agreement to provide for the maintenance of such improvements by the HOA; therefore, annual assessments will be levied within Zone 8 for the maintenance of the local street lights and street trees only if (a) the HOA fails to maintain any such street lights pursuant to the Agreement, (b) as a result of the failure

of the HOA to maintain any such Improvements, the city is required to undertake such maintenance and (c) the HOA has failed to reimburse the city for the cost of such maintenance as required pursuant to the Agreement.

All of the development receives special benefit from the arterial street lighting and medians in Alga Road and Rancho Santa Fe Road.

### Zone 9 – Oaks North Business Park

The Oaks North Business Park is located north of Palomar Airport Road, abutting the City of Vista on the north and east sides of the development. It is comprised of industrial and commercial land uses that receive special benefit from the street lighting and street trees within and directly adjacent to the development.

There are 167.83 acres of non-residential use parcels with public local street lights and street trees within and directly adjacent to them. There is also 219.50 acres of open space.

The development is not adjacent to any arterial roads, and therefore does not receive special benefit from arterial street lights or medians.

### Zone 10 – Robertson Ranch East Village

The Robertson Ranch East Village development is located on the northeast corner of Cannon Road and College Boulevard. It is comprised of varying types of land uses that receive special benefit from the street trees, street lighting, and medians within and directly adjacent to the development.

The development consists of 78 APT units, 84 SFA units, 320 SFD units, a total of 2.02 acres of designated recreation areas, and a 15.51 acre Fire Station that all have local trees and local street lights in the public streets directly adjacent to them. There are anticipated to be 23 SFD units and a 0.44 acre Park that is part of the Robertson Ranch West Village, but will be directly adjacent to the East Village and take access off of Cannon Road and Wind Trail Way. There is a 98 unit senior apartment building, a 0.55 acre unplanned area and a 2.84 Water Quality Facility that do not have public local street lights or street trees.

It is anticipated that the HOA will maintain the local street trees. The city and the owners of the land within Robertson Ranch have an Agreement to provide for the maintenance of such improvement by the HOA; therefore, annual assessments will be levied within Zone 10 for the maintenance of the local street trees only if (a) the HOA fails to maintain any such street trees and medians pursuant to the Agreement, (b) as a result of the failure of the HOA to maintain any such Improvements, the city is required to undertake such maintenance and (c) the HOA has failed to reimburse the city for the cost of such maintenance as required pursuant to the Agreement.

The entire development receives special benefit from the arterial street lighting and medians on College Blvd and Cannon Rd.

## Zone 11 – Oaks North Residential

The Oaks North Residential Development is located southwest of the intersection at Rancho Santa Fe Rd and Questhaven Road, abutting the open space area that separates the Oaks North development from the Oaks South development. It is comprised of residential and non-residential land uses that receive special benefit from the street lighting, street trees, and medians within and directly adjacent to the development.

It is anticipated that the HOA will maintain the local streetlights and the street trees, and the medians within the residential areas. The city and the owners of the land within the Oaks North have an Agreement to provide for the maintenance of such improvements by the HOA; therefore, annual assessments will be levied within Zone 11 for the maintenance of the local street lights and street trees only if (a) the HOA fails to maintain any such street lights pursuant to the Agreement, (b) as a result of the failure of the HOA to maintain any such Improvements, the city is required to undertake such maintenance and (c) the HOA has failed to reimburse the city for the cost of such maintenance as required pursuant to the Agreement.

There are 283 SFD units and a 2.26 acre park on public streets, with local street lights and street trees within and directly adjacent to them. There are a total of 168 APT units, a 5.71 acre RV Parking lot, and 43 SFD units on private streets, with no public local street lights or street trees.

All of the development receives special benefit from the collector street lighting, street trees, and medians on San Elijo Road and Avenida Soledad.

All of the development receives special benefit from the arterial street lighting and medians on Rancho Santa Fe Road. The median improvements on Rancho Santa Fe Road extend into an open space area that separates The Oaks South from The Oaks North development. This median provides an aesthetic link between the two developments and therefore 50% of the costs of the medians within the open space area to the south of The Oaks North is apportioned to The Oaks North, and 50% is apportioned to The Oaks South.

## Zone 12 – La Costa Town Square

The La Costa Town Square development is located on the northeast corner of La Costa Avenue and Rancho Santa Fe Road. It is comprised of varying types of land uses that receive special benefit from the street trees, street lighting, and medians within and directly adjacent to the development.

There are 63 SFDs and 39.66 acres Non-Res development that all have local street lights and trees in the public streets directly adjacent to them. There are 32 SFDs that do not have public local street lights or street trees.

Street trees and street lights along La Costa Avenue are classified as Collector Trees and Collector 40W lights. The La Costa Town Square development is on the north side of La Costa Avenue and will benefit from the street lights along La Costa Avenue, therefore 50% of the street lights along La Costa Avenue have been apportioned to the La Costa Town Square. All the trees in La Costa Avenue directly adjacent to the La Costa Town Square have been apportioned to the La Costa Town Square. The annual cost to maintain these trees and street lights will be spread among the development

areas that are directly adjacent to and take access from La Costa Avenue. These include the SFD and Non-Res development areas.

It is anticipated that the HOA will maintain the street trees. The city and the owners of the land within La Costa Town Square have an Agreement to provide for the maintenance of such improvements by the HOA; therefore, annual assessments will be levied within Zone 12 for the maintenance of the trees only if (a) the HOA fails to maintain any such street lights and trees pursuant to the Agreement, (b) as a result of the failure of the HOA to maintain any such Improvements, the city is required to undertake such maintenance and (c) the HOA has failed to reimburse the city for the cost of such maintenance as required pursuant to the Agreement.

The entire development also benefits from arterial lighting and medians Rancho Santa Fe Road. There will be approximately 1,795 linear feet of medians in Rancho Santa Fe Road along the southeast side of the development (which equals approx. 34,105 sf of medians based on a typical 19' width). The La Costa Town Center development is on both the north and south side of Rancho Santa Fe Road and will benefit from the improved aesthetics of the medians; therefore, the entire benefit from the medians in Rancho Santa Fe Road is apportioned to the La Costa Town Square.

### Zone 13 – Fair Oaks Valley

The Fair Oaks Valley development is located to the east of the La Costa Oaks development. It is comprised of residential land uses that receive special benefit from the street trees and street lighting within the development.

There are 57 SFDs that all have local 40W street lights and trees in the public streets directly adjacent to them.

Street trees and street lights along Camino Junipero are classified as Collector Trees and Collector 100W lights. The annual cost to maintain these trees and street lights will be spread among the entire development because the entire development takes access from Camino Junipero. However, should the street be extended beyond the Fair Oaks Valley development, then the benefits to the development will be reevaluated.

It is anticipated that the HOA will maintain the street trees and street lights. The city and the owners of the land within Fair Oaks Valley have an Agreement to provide for the maintenance of such improvements by the HOA; therefore, annual assessments will be levied within Zone 13 for the maintenance of the trees and lights only if (a) the HOA fails to maintain any such street lights and trees pursuant to the Agreement, (b) as a result of the failure of the HOA to maintain any such Improvements, the city is required to undertake such maintenance and (c) the HOA has failed to reimburse the city for the cost of such maintenance as required pursuant to the Agreement.

### Zone 14 – Quarry Creek

The Quarry Creek development is located south of Haymar Road. It is comprised of residential land uses that receive special benefit from the street trees and street lighting within the development.

There are anticipated to be an 342 unit APT, 294 SFD and SFA units, 0.9 acre parking lot and 5.17 acres of Parks that will benefit from street trees and street lights located in the public collector roadways within the development.

Street trees and street lights along Hayward Street and Street A, Street B, Street D, Street E are classified as Collector Trees and Collector 100W lights. The annual cost to maintain these trees and street lights will be spread among the entire development because the entire development takes access from these streets.

It is anticipated that the HOA will maintain the street trees. The city and the owners of the land within Quarry Creek have an Agreement to provide for the maintenance of such improvements by the HOA; therefore, annual assessments will be levied within Zone 14 for the maintenance of the trees only if (a) the HOA fails to maintain any such trees pursuant to the Agreement, (b) as a result of the failure of the HOA to maintain any such Improvements, the city is required to undertake such maintenance and (c) the HOA has failed to reimburse the city for the cost of such maintenance as required pursuant to the Agreement.

### Zone 15 – Robertson Ranch West Village

The Robertson Ranch West Village development is located on the northeast corner of El Camino Real and Tamarack Avenue. It is comprised of varying types of land uses that receive special benefit from the street trees, street lighting, and medians within and directly adjacent to the development.

There are anticipated to be a total of 1.65 acres of designated recreation areas in Planning Area 6 and a total of 174 SFD units in Planning Areas 3 and 6 that have local street lights and trees in the public streets directly adjacent to them. There are anticipated to be a total of 364 APT units in Planning Areas 7 and 8, 14.85 acres of Non-Res in Planning Area 11, 1.20 acres of designated recreation areas in Planning Area 4 are on designated collector streets, and therefore are not considered to have any local street lights or street trees directly adjacent to them. There are anticipated to be 0.40 acres of Park in Planning Area 9/10 and 111 SFD units in Planning Areas 5 and 9/10 that are on private streets, and therefore are not considered to have any local street lights or trees directly adjacent to them. There is anticipated to be a 1.87 acres of designed Non-Res in Planning Area 2 that is located off of El Camino Real that does not benefit from local or collector street lighting or trees.

Robertson Road (from Tamarack Avenue to the landscaping circle and from Wellspring Street to West Ranch Street), West Ranch Street, and the public portion of Gage Drive are designated as Collector Streets. The street lights and street trees along these streets are classified as Collector 40W Lights, Collector 100W Lights, and Collector Trees. The annual cost to maintain these collector improvements will be spread among the development areas that are directly adjacent to and take access from the Collector Streets. The Non-Res in Planning Area 2 does not receive special benefit from the trees and lights on the Collector Streets.

It is anticipated that the HOA will maintain the street trees. The city and the owners of the land within Robertson Ranch have an Agreement to provide for the maintenance of such improvements by the HOA; therefore, annual assessments will be levied within Zone 15 for the maintenance of the

local street trees only if (a) the HOA fails to maintain any such street trees pursuant to the Agreement, (b) as a result of the failure of the HOA to maintain any such Improvements, the city is required to undertake such maintenance and (c) the HOA has failed to reimburse the city for the cost of such maintenance as required pursuant to the Agreement.

The entire development receives special benefit from the arterial street lighting on El Camino Real and Tamarack Avenue.

The entire development also benefits from medians in El Camino Real and Tamarack Avenue. There will be approximately 44,726 square feet of medians in El Camino Real along the south side of the development and approximately 1,440 square feet of medians in College Blvd along the easterly side of the development. The Roberson Ranch West Village is on the north side of El Camino Real and the east side of Tamarack Avenue. The developments on the opposite sides of El Camino Real and Tamarack Avenue will benefit from the improved aesthetics of the medians directly adjacent to this property; therefore 50% of the benefit for the medians in El Camino Real and Tamarack Avenue is apportioned to the Robertson Ranch West Village (22,363 sf of medians in El Camino Real and 720 sf of medians in Tamarack Avenue).

### Zone 16 – Marja Acres

The Marja Acres development is located on the south side of El Camino Real between Kelly Drive and Julie Place and is comprised of varying types of land uses that receive special benefit from the street trees, street lighting, and medians directly adjacent to the development.

There are a 46-unit affordable senior housing complex (“APT”), 248 SFA units, 1.95 acres of Non-Res development, and 1.54 acres of Park improvements that are on private streets, and therefore are not considered to have any local street lights or trees directly adjacent to them.

The entire development receives special benefit from the arterial street trees and arterial street lighting on El Camino Real. The entire development also benefits from medians in El Camino Real. There will be approximately 20,323 square feet of medians in El Camino Real along the north side of the development. The developments on the opposite side of El Camino Real will benefit from the improved aesthetics of the medians directly adjacent to this property; therefore 50% of the benefit for the medians in El Camino Real is apportioned to the Marja Acres development (10,162 sf of medians in El Camino Real).

## ASSESSMENT APPORTIONMENT AND RATES

### Equivalent Dwelling Units

To establish the special benefit to the individual parcels within the District, an Equivalent Dwelling Unit system is used. Each parcel of land is assigned Equivalent Dwelling Units (“EDUs”) in proportion to the estimated special benefit the parcel receives relative to the other parcels within the District from the streetlights, street trees and medians.

The single-family detached (SFD) residential parcel has been selected as the basic unit for calculation of assessments; therefore, the SFD residential parcel is defined as one Equivalent Dwelling Unit (EDU). A



methodology has been developed to relate all other land uses to the SFD residential land use as described below.

**Single Family Attached (SFA) Residential.** SFA residential uses, including condominiums, are given a factor of 0.80 EDU per dwelling unit. Based on data from representative cities in Southern California, the SFA residential factor of 80 percent is determined by the statistical proportion of relative trip generation from various types of residential uses, in combination with population density per unit.

**Apartment (APT) Residential.** APT residential uses, also known as multi-family residential uses, are given a factor of 0.60 EDU per dwelling unit. Based on data from representative cities in Southern California, the APT residential factor of 60 percent is determined by the statistical proportion of relative trip generation from various types of residential uses, in combination with population density per unit.

**Non-Residential (Non-Res).** In converting improved non-residential properties to EDUs, the factor used is the City of Carlsbad average size for a SFD residential lot, which is 1 dwelling unit per 7,500 sq. ft, or approximately 6 dwelling units per acre. Therefore, Non-Res parcels will be assessed 6 EDU per acre or any portion thereof.

**Vacant/Parks.** Parcels that are designated for parks or parcels that are developable but do not have a finalized development map are assessed based upon the acreage of the parcel. These properties receive special benefits based on their land, as this is the basis of their value. Based upon the opinions of professional appraisers, appraising current market property values for real estate in Southern California, the land value portion of a property typically ranges from 20 to 30 percent of the property's total value. Additionally, the utilization of vacant property is significantly less than improved property and vacant property has a traffic generation rate of 0. Therefore, vacant parcels (and park parcels) will be assessed at the rate of 25% of Non-Res properties, or 1.5 EDU per acre or any portion thereof.

**Open Space.** Parcels designated as open space do not receive special benefits from the Improvements and are therefore exempt from the assessment.

The following table summarizes the EDU formula described above.

## EDU FORMULA

Land Use	EDU Rate
Single Family Detached Res (SFD)	1.0 / DU
Single Family Detached Res (SFD-Estates)	1.0 / DU
Single Family Attached Res (SFA)	0.8 / DU
Apartments (APT)	0.6 / DU
Developed Non-Residential (Non-Res)	6.0 / acre
Vacant / Park	1.5 / acre
Open Space	0.0 / acre

DU = Dw elling Unit

The following tables provide the EDU's for the various types of special benefits associated with each Zone, FY 2024-25 budget rates and the maximum assessment rates for FY 2024-25. The budget rates are the calculated assessment rates that are required to generate revenue equal to the annual budget costs. The maximum assessment rates are the maximum amounts allowed to be collected as established in during formation/annexation of the zone into District. The maximum assessment rate increases each year by the Consumer Price Index (CPI) for the San Diego County area. The FY 2024-25 assessment rate will be the lesser of the budget rate and the maximum rate.

For Zone 4, 9 and 15, the budget rate for the Non-Res units exceeds the maximum rate due to an increase in the annual costs for the improvements within the zone. Therefore, the FY 2024-25 Assessment Rate has been limited to the FY 2024-25 Maximum Rate per EDU.

The total amount not collected due to maximum budget limitations for FY 2024-25 is approximately \$8,027.07.

## ESTIMATED FY 2024-25 ASSESSMENT ALLOCATION AND RATES

Development			Local Light	Collector	Arterial	Tree	Collector	Arterial	Median	Collector	FY 24-25	FY 24-25	FY 23-24		FY 24-25
DU	Acres	EDU	EDU	Local Light	Light	EDU	Tree	Tree	EDU	Median	Budget	Asmt	Maximum	CPI	Maximum
				EDU	EDU		EDU	EDU	EDU	EDU	Rate	Rate*	Rates	Adj.	Rates
											(\$/EDU)	(\$/EDU)	(\$/EDU)		(\$/EDU)
<b>Zone 1 - Calavera Hills II</b>															
Village E - SFA (NLL)	117					93.6				93.6	\$87.95	\$87.95	\$95.77	3.6%	\$99.22
Village H - Non-Res (NLL)		2.00				12.0				12.0	\$87.95	\$87.95	\$95.77	3.6%	\$99.22
Village K - SFD	84		84.0			84.0	84.0			84.0	\$140.73	\$140.73	\$276.83	3.6%	\$286.80
Village L-2 - SFD	14		14.0			14.0	14.0			14.0	\$140.73	\$140.73	\$276.83	3.6%	\$286.80
Village U - SFA (NLL)	135					108.0				108.0	\$87.95	\$87.95	\$95.77	3.6%	\$99.22
Village W - SFD	114		114.0			114.0	114.0			114.0	\$140.73	\$140.73	\$276.83	3.6%	\$286.80
Village X - Non-Res (NLL) utility	0.08					0.5				0.5	\$87.95	\$87.95	\$95.77	3.6%	\$99.22
Village X - SFD	115		115.0			115.0	115.0			115.0	\$140.73	\$140.73	\$276.83	3.6%	\$286.80
Village Y - APT (NLL)	106					63.6				63.6	\$87.95	\$87.95	\$95.77	3.6%	\$99.22
Village Y - Non-Res (NLL)		1.05				6.3				6.3	\$87.95	\$87.95	\$95.77	3.6%	\$99.22
			327.0			611.0	327.0			611.0					
<b>Zone 2 - Kelly Ranch Core</b>															
SFD	147		147.0			147.0				147.0	\$147.00	\$147.00	\$167.83	3.6%	\$173.87
APT	451		270.6			270.6				270.6	\$147.00	\$147.00	\$167.83	3.6%	\$173.87
Non-Res		2.61	15.7			15.7				15.7	\$147.00	\$147.00	\$167.83	3.6%	\$173.87
Non-Res (NLL)		2.63				15.8				15.8	\$104.34	\$104.34	\$102.95	3.6%	\$106.66
Non-Res (NLL) utility		1.48				8.9					\$3.83	\$3.83	\$7.47	3.6%	\$7.74
Park		0.49	0.7			0.7				0.7	\$147.00	\$147.00	\$167.83	3.6%	\$173.87
SFD (NAP)	6		6.0			6.0				6.0	\$147.00	\$147.00	\$167.83	3.6%	\$173.87
Vacant (NAP)		5.67	8.5			8.5				8.5	\$147.00	\$147.00	\$167.83	3.6%	\$173.87
			448.5			473.2				464.3					
<b>Zone 3 - The Oaks South</b>															
SFD	494		494.0			494.0	494.0			494.0	\$5.20	\$5.20	\$587.77	3.6%	\$608.93
Non-Res		1.62	9.7			9.7	9.7			9.7	\$5.20	\$5.20	\$587.77	3.6%	\$608.93
			503.7			503.7	503.7			503.7					
<b>Zone 4 - Thompson/Tabata</b>															
SFD	232		232.0			232.0	232.0			232.0	\$184.62	\$184.62	\$309.89	3.6%	\$321.05
SFA	24		19.2			19.2				19.2	\$184.62	\$180.81	\$174.53	3.6%	\$180.81
			251.2			251.2	232.0			251.2					
<b>Zone 5 - Palomar Forum/Carlsbad Raceway</b>															
Park		1.71	2.6			2.6				2.6	\$125.55	\$125.55	\$229.52	3.6%	\$237.78
Non-Res-40W		107.84	647.0			647.0				647.0	\$125.55	\$125.55	\$229.52	3.6%	\$237.78
Non-Res-100W		30.01	180.1			180.1				180.1	\$126.84	\$126.84	\$137.89	3.6%	\$142.85
			829.7			829.7				829.7					
<b>Zone 6 - Bressi Ranch</b>															
Non-Res		140.70	844.2			844.2				844.2	\$89.03	\$89.03	\$101.72	3.6%	\$105.38
Park		12.38	18.6			18.6	18.6			18.6	\$65.42	\$65.42	\$304.82	3.6%	\$315.79
SFD		498	498.0			498.0	498.0			498.0	\$65.42	\$65.42	\$304.82	3.6%	\$315.79
SFA		225	180.0			180.0				180.0	\$65.42	\$65.42	\$199.38	3.6%	\$206.56
SF Estates		25				25.0				25.0	\$65.42	\$65.42	\$78.80	3.6%	\$81.64
			1540.8			1565.8	516.6			1565.8					
<b>Zone 7 - The Greens</b>															
Non-Res-NLL		14.96				89.8	89.8			89.8	\$61.22	\$61.22	\$358.98	3.6%	\$371.90
Non-Res		12.77	76.6			76.6	76.6			76.6	\$61.22	\$61.22	\$443.92	3.6%	\$459.90
Park		5.88	8.8	8.8		8.8	8.8	8.8		8.8	\$61.22	\$61.22	\$547.30	3.6%	\$567.00
Park-NC		1.72	2.6			2.6	2.6			2.6	\$61.22	\$61.22	\$443.92	3.6%	\$459.90
Park-NLT		32.11		48.2		48.2		48.2		48.2	\$61.22	\$61.22	\$273.10	3.6%	\$282.93
SFA		86	68.8			68.8	68.8			68.8	\$61.22	\$61.22	\$443.92	3.6%	\$459.90
SFA-NLL		38				30.4	30.4			30.4	\$61.22	\$61.22	\$358.98	3.6%	\$371.90
SFD		484	484.0	484.0		484.0	484.0	484.0		484.0	\$61.22	\$61.22	\$547.30	3.6%	\$567.00
SFD-NC		107	107.0			107.0	107.0			107.0	\$61.22	\$61.22	\$443.92	3.6%	\$459.90
SF Estates		64		64.0		64.0		64.0		64.0	\$61.22	\$61.22	\$273.10	3.6%	\$282.93
APT (NAP)		180	108.0			108.0	108.0			108.0	\$61.22	\$61.22	\$443.92	3.6%	\$459.90
Non-Res (NAP)		0.65	3.9			3.9	3.9			3.9	\$61.22	\$61.22	\$443.92	3.6%	\$459.90
Park-NLL (NAP)		80.81				121.2				121.2	\$61.22	\$61.22	\$169.67	3.6%	\$175.78
			859.7			605.0	1213.3	979.9		605.0					
<b>Zone 8 - The Ridge</b>															
PARK		0.18		0.3		0.3		0.3		0.3	\$34.60	\$34.60	\$96.58	3.6%	\$100.06
SFA		53		42.4		42.4		42.4		42.4	\$34.60	\$34.60	\$96.58	3.6%	\$100.06
SFD-NCT		262		262.0		262.0		262.0		262.0	\$34.60	\$34.60	\$52.73	3.6%	\$54.63
Non-Res (NAP)		2.00		12.0		12.0		12.0		12.0	\$34.60	\$34.60	\$52.73	3.6%	\$54.63
				316.7		316.7		42.7		316.7					

NC = No Collector Lights/Trees NLL = No Local Lights NLT = No Local Trees DU = Dwelling Unit NAP = Not a Part

\* The FY 2024-25 Assessment Rate will be the lesser of the Budget Rate and the Maximum Rate

## ESTIMATED FY 2024-25 ASSESSMENT ALLOCATION AND RATES (CONT'D)

Development	DU	Acres	Collector		Tree	Arterial		Median	Collector		FY 24-25	FY 24-25	FY 23-24	CPI	FY 24-25
			Local Light	Local Light		Light	Tree		Arterial	Collector	Budget	Asmt	Maximum		Maximum
EDU	EDU	EDU	EDU	EDU	EDU	EDU	EDU	EDU	EDU	EDU	(\$/EDU)	(\$/EDU)	(\$/EDU)	Adj.	(\$/EDU)
<b>Zone 9 - Oaks North Business Park</b>															
Non-Res	167.83		1,007.0		1,007.0						\$84.00	\$76.13	\$73.48	3.6%	\$76.13
			1,007.0		1,007.0										
<b>Zone 10 - Robertson Ranch East Village</b>															
APT	78		46.8		46.8	46.8		46.8			\$181.46	\$181.46	\$334.70	3.6%	\$346.75
SFA	84		67.2		67.2	67.2		67.2			\$181.46	\$181.46	\$334.70	3.6%	\$346.75
SFD (PA 16, 17, 18)	304		304.0		304.0	304.0		304.0			\$181.46	\$181.46	\$334.70	3.6%	\$346.75
Park	2.02		3.03		3.03	3.03		3.03			\$181.46	\$181.46	\$334.70	3.6%	\$346.75
SFD (PA 14)	16		16.0		16.0	16.0		16.0			\$181.46	\$181.46	\$334.70	3.6%	\$346.75
Non-Res (Util)	2.84				17.04			17.04			\$133.82	\$133.82	\$168.71	3.6%	\$174.78
APT-NLL	98				58.80			58.80			\$133.82	\$133.82	\$168.71	3.6%	\$174.78
Vacant	0.55				0.83			0.83			\$133.82	\$133.82	\$168.71	3.6%	\$174.78
Non-Res (PA 12 - Fire Station)	15.51		93.06		93.06	93.06		93.06			\$181.46	\$181.46	\$334.70	3.6%	\$346.75
SFD (PA13)	23		23.00		23.00	23.00		23.00			\$181.46	\$181.46	\$334.70	3.6%	\$346.75
Park (PA13)	0.44		0.66		0.66	0.66		0.66			\$181.46	\$181.46	\$334.70	3.6%	\$346.75
Vacant (NAP)	5.70				8.55			8.55			\$133.82	\$133.82	\$168.71	3.6%	\$174.78
			553.8		639.0	553.8		639.0							
<b>Zone 11 - Oaks North Residential</b>															
SFD	283		283.0	283.0	283.0	283.0	283.0	283.0	283.0		\$9.67	\$9.67	\$467.09	3.6%	\$483.91
SFD (NLL)	43		43.0	43.0	43.0	43.0	43.0	43.0	43.0		\$9.67	\$9.67	\$252.88	3.6%	\$261.98
APT	168		100.8	100.8	100.8	100.8	100.8	100.8	100.8		\$9.67	\$9.67	\$252.88	3.6%	\$261.98
Park	2.26	3.39	3.39	3.39	3.39	3.39	3.39	3.39	3.39		\$9.67	\$9.67	\$467.09	3.6%	\$483.91
Non-Res (NLL)	5.71		34.26	34.26	34.26	34.26	34.26	34.26	34.26		\$9.67	\$9.67	\$252.88	3.6%	\$261.98
			286.4	464.5	464.5	286.4	464.5		464.5	464.5					
<b>Zone 12 - La Costa Town Square</b>															
SFD	63		63.0	63.0	63.0	63.0	63.0	63.0	63.0		\$204.28	\$204.28	\$567.60	3.6%	\$588.03
Non-Res	39.66		238.0	238.0	238.0	238.0	238.0	238.0	238.0		\$138.49	\$138.49	\$191.73	3.6%	\$198.63
SFD (NLL)	32		32.0	32.0	32.0	32.0	32.0	32.0	32.0		\$129.72	\$129.72	\$152.87	3.6%	\$158.37
			63.0	301.0	333.0	63.0	301.0	333.0	333.0						
<b>Zone 13 - Fair Oaks Valley</b>															
SFD	57		57.0	57.0	57.0	57.0	57.0				\$0.00	\$0.00	\$603.14	3.6%	\$624.85
			57.0	57.0	57.0	57.0	57.0								
<b>Zone 14 - Quarry Creek</b>															
APT	342		342.0		342.0		342.0				\$18.24	\$18.24	\$159.23	3.6%	\$164.96
SFD	59		59.0		59.0		59.0				\$18.24	\$18.24	\$159.23	3.6%	\$164.96
SFA	238		190.4		190.4		190.4				\$18.24	\$18.24	\$159.23	3.6%	\$164.96
Non-Res	2.99		17.9		17.9		17.9				\$18.24	\$18.24	\$159.23	3.6%	\$164.96
Park	5.17		7.8		7.8		7.8				\$18.24	\$18.24	\$159.23	3.6%	\$164.96
			617.1		617.1		617.1								
<b>Zone 15 - Robertson Ranch West Village</b>															
APT (PA 7)	96		57.6	57.6	57.6	57.6	57.6	57.6	57.6		\$81.86	\$81.86	\$111.31	3.6%	\$115.32
APT (PA 8)	268		160.8	160.8	160.8	160.8	160.8	160.8	160.8		\$81.86	\$81.86	\$111.31	3.6%	\$115.32
Non-Res-NC (PA 2)	1.87		11.2	11.2	11.2	11.2	11.2	11.2	11.2		\$73.38	\$70.78	\$68.32	3.6%	\$70.78
Non-Res (PA 11)	14.85		89.1	89.1	89.1	89.1	89.1	89.1	89.1		\$81.86	\$81.86	\$111.31	3.6%	\$115.32
Park (PA 6)	0.73	1.1	1.1	1.1	1.1	1.1	1.1	1.1	1.1		\$130.75	\$130.75	\$358.18	3.6%	\$371.07
Park (PA 6)	0.92	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4		\$130.75	\$130.75	\$358.18	3.6%	\$371.07
Park-NLL (PA 4)	1.20		1.8	1.8	1.8	1.8	1.8	1.8	1.8		\$81.86	\$81.86	\$111.31	3.6%	\$115.32
Park-NLL (PA 9/10)	0.40		0.6	0.6	0.6	0.6	0.6	0.6	0.6		\$81.86	\$81.86	\$111.31	3.6%	\$115.32
SFD (PA 3 & 6)	174		174.0	174.0	174.0	174.0	174.0	174.0	174.0		\$130.75	\$130.75	\$358.18	3.6%	\$371.07
SFD-NLL (PA 5 & 9/10)	111		111.0	111.0	111.0	111.0	111.0	111.0	111.0		\$81.86	\$81.86	\$111.31	3.6%	\$115.32
			176.5	597.4	608.6	176.5	597.4	608.6	608.6						
<b>Zone 16 - Marja Acres</b>															
APT	46			27.6			27.6	27.6			\$0.00	\$0.00	\$66.20	3.6%	\$68.58
Non-Res	1.95			11.7			11.7	11.7			\$0.00	\$0.00	\$66.20	3.6%	\$68.58
Park	1.54			2.3			2.3	2.3			\$0.00	\$0.00	\$66.20	3.6%	\$68.58
SFA	248			198.4			198.4	198.4			\$0.00	\$0.00	\$66.20	3.6%	\$68.58
				240.0			240.0	240.0							

NC = No Collector Lights/Trees NLL = No Local Lights NLT = No Local Trees DU = Dwelling Unit NAP = Not a Part

\* The FY 2024-25 Assessment Rate will be the lesser of the Budget Rate and the Maximum Rate

The maximum annual maintenance assessment will be increased for cost of living each year according to the change in Consumer Price Index (CPI) for the San Diego County area. (Any other increases or changes to the methodology of the Assessment must be submitted for property owner approval.)

No assessments will be collected in FY 2024-25 for Zone 13 (Fair Oaks Valley) because the HOA is maintaining all improvements within the Fair Oaks Valley development.

No assessments will be collected in FY 2024-25 for Zone 16 (Marja Acres) because none of the improvements have been installed within the Marja Acres development as this project is still under development.

## PART D – ASSESSMENT ROLL

The Assessment Roll is a listing of the proposed maximum assessment for Fiscal Year 2024-25 apportioned to each lot or parcel, as shown on the last equalized roll of the Assessor of the County of San Diego. The Assessment Roll is on file in the city’s Finance Department and is incorporated by reference herein and made part of this Report.

The description of each lot or parcel is part of the records of the Assessor of the County of San Diego and these records are, by reference, made part of this Report.

## PART E – ASSESSMENT DIAGRAM

An Assessment Diagram for the Maintenance District is provided on the following page.

The lines and dimensions of each lot or parcel within the Maintenance District are those lines and dimensions shown on the maps of the Assessor of the County of San Diego, for the year when this Report was prepared, and are incorporated by reference herein and made part of this Report.



[www.WeAreHarris.com](http://www.WeAreHarris.com)

Anna Tan-Gatue, PE  
**Project Manager**  
[Anna.Tan-Gatue@WeAreHarris.com](mailto:Anna.Tan-Gatue@WeAreHarris.com)  
P: 949.536.2507



CITY COUNCIL  
**Staff Report**

**Meeting Date:** June 11, 2024

**To:** Mayor and City Council

**From:** Scott Chadwick, City Manager

**Staff Contact:** Maria Callander, IT Director  
 maria.callander@carlsbadca.gov, or 442-339-2454  
 Mike Pugliese, IT Manager  
 michael.pugliese@carlsbadca.gov, or 442-339-2452

**Subject:** Renewal of Cisco SmartNet Maintenance and Support Plan with Logicalis Inc.

**Districts:** All

**Recommended Action**

Adopt a resolution authorizing the City Manager to execute documents necessary to procure Cisco SmartNet Maintenance and Support Services through June 30, 2025, from Logicalis Inc. for an amount not to exceed \$128,566.86.

**Executive Summary**

The city uses Cisco SmartNet maintenance and support for more than 175 critical digital infrastructure devices. These devices include servers, telecommunication equipment, network switching, wireless, and routing devices.

The city purchases Cisco SmartNet from Logicalis.

The City Council is being asked to approve a one-year renewal term for this essential maintenance plan, ending June 30, 2025, for an amount not to exceed \$128,566.86.

The City Council's approval is required under Carlsbad Municipal Code Section 3.28.060 - Procurement of Professional Services and Services, which requires the City Council's approval for the procurement of professional services or services that will cost the city more than \$100,000 per agreement year.

**Discussion**

The Cisco SmartNet maintenance and support plan was priced at \$97,357.24 last year and is scheduled to expire on June 30, 2024.

The city's purchase of SmartNet through Logicalis had not previously required City Council approval. However, over the past four years, extensive upgrades to the city's aging network infrastructure have pushed annual maintenance costs above \$100,000. This year's renewal requirements again surpass \$100,000 and are likely to continue doing so into the future. The increase is primarily due to rising support costs, the city's ongoing expansion of its digital

information network to meet growing needs, and the need to support critical traffic, utilities and public safety infrastructure.

Logicalis is the reseller through which the city purchases SmartNet maintenance and support plans. The renewal of the Cisco SmartNet maintenance and support from Logicalis represents the best value to the city by purchasing through a cooperative purchasing agreement, in compliance with Carlsbad Municipal Code Section 3.28.100 -Cooperative Purchasing.<sup>1</sup> Logicalis is an authorized reseller and provides products and technology services under the National Association of State Procurement Officials ValuePoint Data Communications Master Agreement #AR3227, Cisco Participating Addendum State of California CA #7-20-70-47-01 contract.

Carlsbad Municipal Code Section 3.28.100 authorizes the Purchasing Officer to join with other public or quasi-public agencies in cooperative purchasing plans or programs for the purchase of goods and/or services by contract, arrangement or agreement as allowed by law and as determined by the Purchasing Officer to be in the city's best interest.

The Purchasing Officer may buy directly from a vendor at a price established by another public agency when the other agency has made their purchase in a competitive manner. The agreement price was quoted from the master agreement. The Purchasing Officer's memorandum is provided as Exhibit 2.

### Fiscal Analysis

The one-year cost of the SmartNet maintenance and support with Logicalis is not to exceed \$128,566.86. Funding is in the approved fiscal year 2023-24 Information Technology Department's Operating Budget. Future years' funding has been requested in the fiscal year 2024-25 Information Technology Department's Operating Budget.

### Next Steps

Staff will execute the purchase of SmartNet maintenance with Logicalis.

### 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. City Council resolution
2. Purchasing Officer's memorandum

---

<sup>1</sup> Cooperative purchasing is when an agency uses an existing procurement contract from another agency as the justification and documentation to create its own contract to purchase the same or similar items or services directly from the vendor. Government agencies often use such cooperatives to reduce their costs of procurement.



**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARLSBAD, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE DOCUMENTS NECESSARY TO PROCURE CISCO SMARTNET MAINTENANCE AND SUPPORT SERVICES THROUGH JUNE 30, 2025, FROM LOGICALIS INC. FOR AN AMOUNT NOT TO EXCEED \$128,566.86

WHEREAS, the City of Carlsbad has information technology infrastructure that requires annual maintenance and support for effective operations, and Cisco SmartNet maintenance and support services is one of the products that helps meet this need; and

WHEREAS, the City of Carlsbad currently purchases Cisco SmartNet maintenance and support services on an annual basis; and

WHEREAS, Logicalis, Inc., an authorized Cisco SmartNet reseller, provides maintenance and services for information technology infrastructure under the National Association of State Procurement Officials ValuePoint Data Communications Master Agreement #AR3227, Cisco Participating Addendum State of California CA #7-20-70-47-01 contract; and

WHEREAS, under Carlsbad Municipal Code 3.28.100 – Cooperative Purchasing, the Purchasing Officer has the authority to join with other public agencies for the purchase of goods or services when it is in the best interest of the city; and

WHEREAS, the Purchasing Officer has reviewed the purchase and agrees the purchase is in the best interest of the city; and

WHEREAS, the budget to procure the maintenance and support services is available in the Information Technology Department's fiscal year 2023-24 Operating Budget; and

WHEREAS, the funding for future years' maintenance and support services will be considered on an annual basis in the Information Technology Department's annual budget requests.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carlsbad, California, as follows:

1. That the above recitations are true and correct.
2. That City Manager, or designee, is authorized to execute all required documents necessary to procure Cisco SmartNet maintenance and support services through June 30, 2025, from Logicalis, Inc. in an amount not to exceed \$128,566.86 as reflected in Attachment A.

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Carlsbad on the \_\_\_ day of \_\_\_\_\_, 2024, by the following vote, to wit:

AYES:

NAYS:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
KEITH BLACKBURN, Mayor

\_\_\_\_\_  
SHERRY FREISINGER, City Clerk  
(SEAL)

June 11, 2024

City of Carlsbad

CISCO - Services Support Quotation

QTY: 4,0637,155474

Quote Fields

Quote Number: 242169522  
 Quote Date: 5/2/2024  
 Quote Expiration: 5/18/2024  
 Billing Cycle: Prepaid

Customer Contact

Name: Michael Pugliese  
 Email: Michael.pugliese@carlsbadca.gov  
 Address: 1635 Faraday Ave  
 Carlsbad, CA 92008

Account Representative

Name: Jesse Zepeida  
 Email: jesse.zepeida@us.logicalis.com

Service Representative

Name: Micah Ross  
 Email: Micah.Ross@us.logicalis.com

Notes

**This Quotation adheres to the pricing requirements of the NASPO ValuePoint Master Agreement #AR3227, Cisco Participating Addendum CA #7-20-70-47-01 contract**

Quote Summary

Contract ID	Price
201638910	\$128,566.86
<b>Total</b>	<b>\$128,566.86</b>

**This Quotation adheres to the pricing requirements of the NASPO ValuePoint Master Agreement #AR3227, Cisco Participating Addendum CA #7-20-70-47-01 contract**

Terms Applicable to All Sales

- In the event Customer chooses to lease the Products and/or Services from a third party leasing company, Customer remains liable for payment to Logicalis for all Products and/or Services purchased until Logicalis receives payment from such leasing company.
  - All items not specifically included in this document are out of scope.
  - Prices are valid for 30 days from date of the document unless otherwise stated.
- The information in this document is considered proprietary and confidential to Logicalis. By acceptance of this Quotation, Customer agrees to maintain this confidentiality and use such information for internal purposes only.

Terms Applicable for Product Sales

- Any variation in quantity or requested delivery may result in price changes.
  - Prices are subject to change without notice in the event the Product's manufacturer/distributor changes the price to Logicalis. Shipping and taxes are added at time of invoice. Shipping charges are subject to handling fees for specifying carriers and same day shipments.
  - Logicalis collaborates with the OEM/distributor to schedule delivery to Customer's loading dock; inside delivery is available upon request and may increase the cost of delivery.
- To the extent this Quotation includes Cisco Cloud Services, the following link shall apply:  
[www.cisco.com/c/en/us/about/legal/cloud-and-software/cloud-terms.html](http://www.cisco.com/c/en/us/about/legal/cloud-and-software/cloud-terms.html)
- By signing below, I accept this offer and represent that I am authorized to purchase these items on behalf of the above named customer.

\*\*\*Please provide billing address below if it is different than address at top of the page

Authorized Signature \_\_\_\_\_

Date: \_\_\_\_\_





## Memorandum

May 6, 2024

**To:** Roxanne Muhlmeister, Assistant Finance Director/Purchasing Officer  
**From:** Mike Pugliese, IT Operations Manager  
**Via:** Maria Callander, IT Director  
**Re:** Request approval for Cooperative Use of Contract for Logicalis, Inc.

---

The Information Technology Department requests authorization for use of a cooperative contract per Carlsbad Municipal Code Section 3.28.100 (Cooperative Purchasing). This code provides that the purchasing officer shall have the authority to join with other public or quasi-public agencies in cooperative purchasing plans or programs for the purchase of goods and/or services by contract, arrangement or agreement as allowed by law and as determined by the purchasing officer to be in the city's best interest. The purchasing officer may buy directly from a vendor at a price established by another public agency when the other agency has made their purchase in a competitive manner.

The Information Technology Department would like to cooperatively use the National Association of State Procurement Officials (NASPO) ValuePoint Data Communications Master Agreement #AR3227 and Cisco Participating Addendum State of California CA #7-20-70-47-01 contract with Logicalis, Inc to provide for the purchase of the Cisco SmartNet maintenance plan ending June 30, 2025. The one-year maintenance plan totals \$128,566.86.

This request is in the best interest of the City of Carlsbad as the city has standardized on Cisco networking hardware and Logicalis is a preferred vendor with Cisco. Additionally, Logicalis has worked with the city on other past projects that provides them unique understanding of our systems and goals. Logicalis is a full-service vendor that provides for the procurement of software, hardware, licenses, support, maintenance and professional services for many of the city's technology needs.

MP:bg

Approval for Use of Cooperative Contract



Roxanne Muhlmeister,  
Assistant Finance Director/Purchasing Officer

5/27/2024

Date

Muhlmeister

May 6, 2024

Page 2

CC: Maria Callander, IT Department Director  
Anayeli Zavala, Deputy City Attorney  
Brent Gerber, Senior Management Analyst  
Shea Sainz, Senior Contract Administrator



CITY COUNCIL  
**Staff Report**

**Meeting Date:** June 11, 2024

**To:** Mayor and City Council

**From:** Scott Chadwick, City Manager

**Staff Contact:** Matt Sanford, Economic Development Manager  
 matt.sanford@carlsbadca.gov, 442-339-5987

**Subject:** Carlsbad Tourism Business Improvement District Annual Report

**Districts:** All

**Recommended Action**

Accept and file the Carlsbad Tourism Business Improvement District Annual Report for Fiscal Year 2024-25.

**Executive Summary**

Tourism is a crucial driver of Carlsbad's economy, and the Carlsbad Tourism Business Improvement District promotes the city as a destination while supporting tourism growth and industry improvements to enhance its appeal to visitors.

The district covers all of the City of Carlsbad, representing 42 hotels and roughly 400 short-term vacation rentals. As approved by the City Council, the district collects an assessment of 2% of the daily room night cost, which is charged to visitors who stay at any lodging establishment in Carlsbad. This provides a roughly \$7 million budget for the organization to conduct destination marketing services.

State law requires the district to submit an annual report to the City Council. This report, Exhibit 1, provides information on the district's operations and improvements, budget and assessment estimates for the coming fiscal year. The City Council is being asked to accept this report.

The district is governed by what is known as a Management District Plan. The improvements and activities to be carried out by Visit Carlsbad in fiscal year 2024-25, which are detailed in the annual report, are consistent with the plan, and there are no proposed changes.

**Explanation & Analysis**

**Background**

The city's first Tourism Business Improvement District was established in 2005 under California's Parking and Business Improvement Area Law of 1989. Because of limitations in that law, the City Council approved the establishment of a new Carlsbad Tourism Business Improvement District under the Property and Business Improvement District Law of 1994 (California Streets and Highways Code Section 36600) on April 18, 2023.



The City Council designated the Carlsbad Convention and Visitors Bureau, a 501(c)(6) corporation doing business as Visit Carlsbad, to provide tourism promotion services for the re-established district in the role of the district's Owners' Association.

The new district and the corresponding assessment began operating on July 1, 2023, as approved in its Management District Plan.

### **Tourism industry**

Tourism supports more than 19,000 jobs in the city. The industry also generates revenue from sales tax, property tax and, most notably, the transit-occupancy tax, which is the tax on overnight lodging stays in the city. This tax accounts for roughly 15% of the city's General Fund revenues.

While patterns have been inconsistent during the past few years of economic uncertainty, travel has become a higher priority in the minds of consumers, and data show that travelers are continuing to take trips despite rising costs. This is reflected in the hotel performance in Carlsbad from July 1, 2023, through March 31, 2024, showing occupancy up by 5.1% over the same timeframe in the previous year and revenue per available room up by 2.6%.<sup>1</sup>

### **District funding**

Funds collected for the previous district and the recently re-established district must be kept separate under state law.

During the new district's first year, the fiscal year ending June 30, 2024, in addition to receiving the funds it collected from the year's assessments, Visit Carlsbad received \$7.4 million from the previous district. This represented unused funds from the previous district that the organization was subsequently contracted to use on destination marketing services.

Visit Carlsbad spent the \$7.4 million before using funding collected under the new district, using it to pay for all of its FY 2023-24 operations other than golf-related programs and services and certain group incentive program costs. The majority of the funds from the previous district were used on sales and marketing expenses. The funds from the previous district have been completely spent, though services paid for by those funds are still being rendered. Once those services are complete, the previous district's Advisory Board will consider a recommendation to formally disestablish the previous district.

The previous district could not maintain a contingency or reserve fund because of the limitations of the state law under which it was established. Instead, the city effectively held a reserve for the district, consisting of the assessments collected less the funds sent to Visit Carlsbad. Because it was receiving funding collected under the previous district in addition to its regular assessments, Visit Carlsbad took the prudent step of allocating \$1.8 million as a contingency/reserve fund.

### **Fiscal year 2023-24 accomplishments**

The following is a summary of Visit Carlsbad's accomplishments in fiscal year 2023-24 (as of March 31, 2024).

---

<sup>1</sup> Hotel performance numbers are not reflected in the monthly Smith Travel Research hotel performance report because Omni La Costa closed 200 rooms for renovations from September 2023 to April 2024.

### Goal 1: Enhance the destination and brand

- Grew owned media audience by 12.8%
- Secured 44 earned media placements covering Carlsbad as a travel destination in outlets with an advertising equivalency of \$10.1 million
- Launched the Carlsbad Good Ride transportation system in partnership with Circuit, providing over 7,700 riders with free rides in 100% electric vehicles

### Goal 2: Drive year-round demand

- Grew year-over-year hotel occupancy during need periods, the times of the year when lodging businesses are not naturally full, by 5% and revenue per available room by 2.6% (See Footnote 1)
- Generated 60,758 incremental trips with fall and spring advertising campaigns using the Datafy advertising platform
- Trained 482 travel agents and tour operators from key international markets
- Secured 24 million advertising impressions through campaigns targeted to Mexico, Canada and the United Kingdom

### Goal 3: Grow corporate/meetings business

- Supported 79 groups in contracting to hold their conferences in Carlsbad with the Group Incentive Program, generating over 52,000 group room nights and \$17 million in group room revenue

### Goal 4: Grow the organization

- Established Visit Carlsbad's organizational values
- Recognized as "Best Place to Work (Small Company)" in the 2024 Carlsbad Business Achievement and Distinction Awards
- Earned Carlsbad Green Business Certification and became a Kindness Certified company

### Fiscal Analysis

There is no immediate fiscal impact as a result of this item. The city will continue to receive a fee of 2% of the amount collected by the district to cover administration costs, consistent with current practice. Because the district's programs are intended to increase tourism visits to the city, there may be a resulting increase in transient occupancy tax and sales tax revenues.

### Next Steps

Visit Carlsbad will continue to act as the Owners' Association for the district and conduct destination marketing services for Carlsbad. City staff will work with the organization to ensure the tourism industry is supported and able to operate to its full potential.

In the first part of fiscal year 2024-25, Visit Carlsbad plans to work with its board of directors, tourism business partners, elected officials and community stakeholders to establish its next three-year strategic plan, covering 2025-2027. The organization will also evolve its destination brand advertising campaign and expand investments into emerging domestic and international target markets.

### Environmental Evaluation

The recommended 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 in the environment or a reasonably foreseeable indirect physical change in the environment.

### Exhibits

1. Carlsbad Tourism Business Improvement District Annual Report for FY 2024-25



# **Carlsbad Tourism Business Improvement District**

## **2024/25 Annual Report**

Submitted to the City of Carlsbad pursuant to Streets and Highways Code section 36650, for the period from July 1, 2024 through June 30, 2025

---

July 1, 2024 - June 30, 2025

## Contents

<b>Boundaries</b> .....	<b>3</b>
<b>Improvements and Activities FY 2024/2025</b> .....	<b>4</b>
<b>Cost</b> .....	<b>7</b>
<i>FY 24/25 Projections</i> .....	7
<i>FY 23/24 Projections</i> .....	7
<b>Assessment</b> .....	<b>8</b>
<i>Assessment</i> .....	8
<i>Penalties and Interest</i> .....	9
<b>Surplus and Other Funding</b> .....	<b>10</b>
<i>Surplus</i> .....	10
<i>Other Funding</i> .....	10
<b>Appendix – Assessed Businesses</b> .....	<b>11</b>

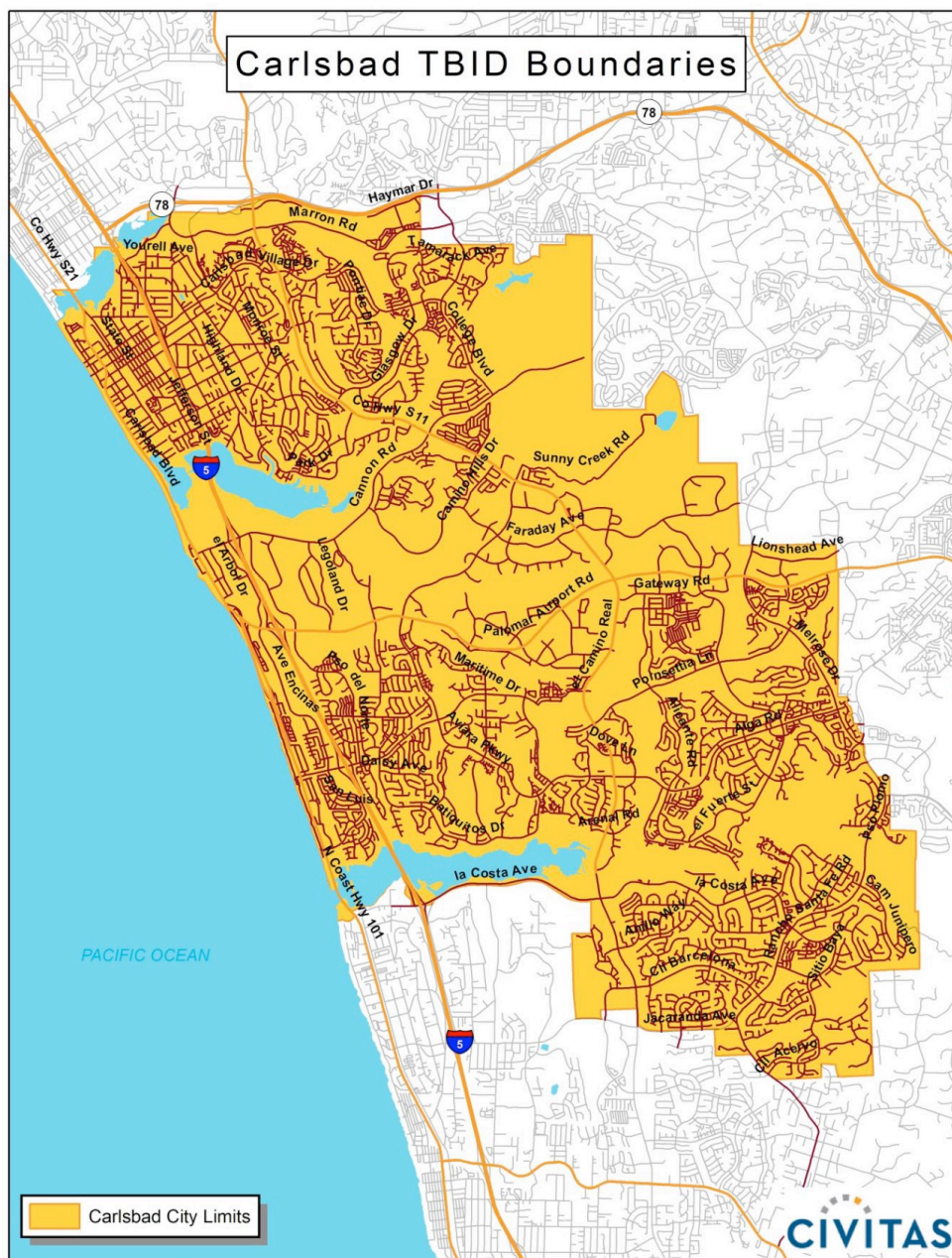
Prepared by  
Civitas



(800) 999-7781  
civitasadvisors.com

## Boundaries

There are no proposed changes to the Carlsbad Tourism Business Improvement District (CTBID) boundaries. The CTBID will continue to include all lodging businesses, existing and in the future, available for public occupancy located within the boundaries of the City of Carlsbad. A complete listing of lodging businesses currently assessed within the CTBID can be found in Appendix 1.



## Improvements and Activities FY 2024/2025

### **Background**

Visit Carlsbad converted from the Parking and Business Improvement Area Law of 1989 (89 Law) to the Property and Business Improvement District Law of 1994 (94 Law) on July 1, 2023. During the fiscal year ending June 30, 2024, in addition to receiving 94 Law funds, the organization received \$7.4M from the City of Carlsbad for funds held by the City under the 89 Law. The 89 Law funds were used by Visit Carlsbad prior to using the 94 Law funds and funded all operations other than golf-related programs and services and certain group incentive program costs in the fiscal year ending June 30, 2024. The majority of the 89 Law funds were used on Sales & Marketing expenses.

Visit Carlsbad had not had a “contingency/reserve” prior to the fiscal year ending June 30, 2024. Prior to converting to the 94 Law on July 1, 2023, the City of Carlsbad effectively held a TBID reserve (amounts collected less funds sent to Visit Carlsbad). Due to receiving both 89 Law and 94 Law funds during the fiscal year, Visit Carlsbad took the prudent step to allocate \$1.8M to fund the contingency/reserve to a reasonable level.

The improvements and activities to be provided for FY 2024/2025 are consistent with the Management District Plan and continue to be executed by the CTBID owners’ association, Carlsbad Convention and Visitors Bureau, dba Visit Carlsbad (Visit Carlsbad). There are no proposed changes.

Visit Carlsbad’s first-ever 3-year strategic plan will conclude at the end of calendar year 2024. The first strategic plan centered on building and growing the organization with new funding and fully recovering tourism following the COVID-19 pandemic. Visit Carlsbad will again engage its stakeholders to craft a new strategic plan that will run through the end of 2027.

### **Sales & Marketing**

A sales and marketing program will promote assessed businesses as tourist, meeting, and event destinations. The sales and marketing program will have a central theme of promoting Carlsbad as a desirable place to visit overnight. The program will have the goal of increasing demand for overnight visitation and room night sales at assessed businesses, and may include the following activities:

- Internet marketing efforts to increase awareness and optimize internet presence;
- Print and digital ads in magazines and newspapers targeted at potential visitors;
- Television and radio ads targeted at potential visitors;

- Development and implementation of a public relations and communications strategy, inclusive of social media outlets and press release distribution designed to increase overnight visitation at assessed businesses;
- Attendance of trade shows;
- Sales missions;
- Familiarization tours;
- Preparation and production of print and electronic collateral promotional materials such as brochures, flyers and maps;
- Attendance at professional industry conferences and affiliation events;
- Lead generation activities, including a Group Incentive Program, designed to attract group events to Carlsbad;
- Director of Sales meetings to plan and coordinate group direct promotion efforts;
- Director of Marketing and Marketing Manager meetings to plan and coordinate leisure promotion efforts; and
- Other sales & marketing programs and activities that increase demand for overnight visitation to assessed businesses.

#### ***Golf-Related Programs & Services***

For lodging businesses that elect to pay the additional one percent (1%) assessment as authorized in the Management District Plan for golf-related services, such services may include, but are not limited to:

- Golf signage and such equipment related specifically to the promotion of golf to increase demand for overnight visitation to lodging businesses paying the additional assessment;
- Joint marketing related to the promotion of golf and golf courses included within the CTBID to increase demand for overnight visitation to lodging businesses that are paying the additional assessment;
- Marketing promotion such as radio, TV, or print advertising of golf and golf courses included within the CTBID to increase demand for overnight visitation to lodging businesses paying the additional assessment;
- On-line/internet promotions jointly advertising golf and golf courses included within the CTBID to increase demand for overnight visitation to lodging businesses paying the additional assessment;
- Marketing and sales staff time spent on joint marketing efforts to increase demand for overnight visitation to lodging businesses paying the additional assessment; and
- Other programs and activities that promote golf-related tourism and confer a specific benefit to the lodging businesses that are paying the additional assessment.



### ***Grant Program***

The grant program will fund projects and events that increase overnight visitation to assessed businesses, as well as fund programs that alleviate challenges to maximizing occupancy rates. The objectives of the grant program are to: encourage the development of innovative tourism products; elevate Carlsbad's brand as a premier destination; promote collaboration within and across sectors of the tourism industry; and reach important travel segments such as multicultural, family and senior markets.

Policies relating to the grant program shall be determined by the Visit Carlsbad Board annually.

### ***Administration & Operations***

The administration & operations portion of the budget shall be utilized for administrative staffing costs, office costs, advocacy, and other general administrative costs such as insurance, legal, and accounting fees.

### ***Contingency/Reserve***

Contingency/reserve funds are set aside to cover unexpected costs or opportunities that may arise. Policies relating to contributions to the reserve fund, the target amount of the reserve fund, and expenditure of monies from the reserve fund shall be determined by the Visit Carlsbad Board. The reserve fund may be used for the costs of renewing the CTBID.

### ***City Administration Fee***

The City of Carlsbad shall be paid a fee equal to two percent (2%) of the amount of assessments collected to cover its costs of collection and administration.

## Cost

### *FY 24/25 Projections*

The cost of providing improvements and activities for FY 24/25 is consistent with the Management District Plan. The anticipated total budget for FY 24/25 is \$7,100,000 in anticipated collections and \$4,133,000 in carry over from the previous year, for a total estimated assessment budget of \$11,233,000. All budget category allocations are within the authorized twenty percent (20%) adjustment of the total budget from the prior year.

Category	%	FY 24/25 Budgeted \$	FY 23/24 Carry Over	FY 24/25 Total Budget
Sales & Marketing	47%	\$3,337,000	\$3,597,000	\$ 6,934,000
Golf-Related Programs/Services	16%	\$1,136,000	\$ 536,000	\$ 1,672,000
Grants Program	5%	\$ 355,000	-	\$ 355,000
Contingency/Reserve	24%	\$1,704,000	-	\$ 1,704,000
Admin & Operations	6%	\$ 426,000	-	\$ 426,000
City Admin Fee	2%	\$ 142,000	-	\$ 142,000
Totals	100.0%	\$7,100,000	\$4,133,000	\$11,233,000

### *FY 23/24 Projections*

The budgeted FY 23/24 assessment collections are \$6,800,000. The FY 23/24 projected assessment collections were slightly higher than budgeted at \$7,100,000. Budgeted and projected expenses are shown below with the categorical breakdown. All budget category allocations are within the authorized twenty percent (20%) adjustment of the total budget from the prior year.

Category	FY 23/24 Budgeted		FY 23/24 Projections		
	%	\$	-/+ Change %	\$ Spent	\$ Carryover
Sales & Marketing	67%	\$4,556,000	-10%	\$ 450,000	\$3,597,000
Golf-Related Programs/ Services	16%	\$1,088,000	-	\$ 600,000	\$ 536,000
Grants Program	5%	\$ 340,000	-5%	-	-
Contingency/Reserve	6%	\$ 408,000	+19	\$1,775,000	-
Admin & Operations	4%	\$ 272,000	-4%	-	-
City Admin Fee	2%	\$ 136,000	-	\$ 142,000	-
Total	100%	\$6,800,000		\$2,967,000	\$4,133,000

## Assessment

There is no change in the method and basis of levying the assessment.

### *Assessment*

The annual assessment rate is two percent (2%) of gross short-term room rental revenue. Based on the lack of benefit received, assessments will not be collected on revenue resulting from occupancies of any officer or employee of a foreign government who is exempt by reason of express provision of federal law or international treaty.

Lodging businesses may elect to pay an additional one percent (1%) assessment. The funds raised through this additional lodging business assessment shall be used to promote golf-related programs and activities, thereby increasing demand for room night sales for lodging businesses that have opted in to pay the additional voluntary assessment. The proceeds of the additional assessment will pay for golf-related programs and services specifically tailored only to those paying the additional assessment. The following businesses have elected to pay the additional one percent (1%) for fiscal year 2024/25: Carlsbad by the Sea, Cassara Carlsbad, Fairfield Inn and Suites Carlsbad, Hilton Cape Rey – Carlsbad, Hilton Garden Inn Carlsbad Beach, Omni La Costa, Park Hyatt Aviara, Sheraton Carlsbad Resort and Spa, and The Westin Carlsbad Resort and Spa.

The term “gross room rental revenue” as used herein means: the consideration charged, whether or not received, for the occupancy of space in a lodging business valued in money, whether to be received in money, goods, labor or otherwise, including all receipts, cash, credits and property and services of any kind of nature, without any deduction therefrom whatsoever. Gross room rental revenue shall not include any federal, state or local taxes collected, including but not limited to transient occupancy taxes.

Assessments are levied upon and a direct obligation of the assessed lodging business. However, the assessed lodging business may, at its discretion, pass the assessment on to transients. The amount of assessment, if passed on to each transient, shall be disclosed in advance and separately stated from the amount of rent charged and any other applicable taxes, and each transient shall receive a receipt for payment from the business. If the CTBID assessment is identified separately it shall be disclosed as the “CTBID Assessment.” As an alternative, the disclosure may include the amount of the CTBID assessment and the amount of the assessment imposed pursuant to the California Tourism Marketing Act, Government Code §13995 et seq. and shall be disclosed as the “Tourism Assessment.” The assessment is imposed solely upon and is the sole obligation of the assessed lodging business even if it is passed on to transients. The assessment shall not be considered revenue for calculation of transient occupancy taxes.

Bonds shall not be issued.

### ***Penalties and Interest***

The CTBID shall reimburse the City of Carlsbad for any costs associated with collecting unpaid assessments. If sums in excess of the delinquent CTBID assessment are sought to be recovered in the same collection action by the City of Carlsbad, the CTBID shall bear its pro rata share of such collection costs. Assessed businesses which are delinquent in paying the assessment shall be responsible for paying:

1. ***Original Delinquency.*** Any owner of an assessed lodging business who fails to remit any assessment imposed by the Management District Plan within the time required shall pay a penalty of ten percent (10%) of the amount of the assessment in addition to the amount of the assessment.
2. ***Continued Delinquency.*** Any owner of an assessed lodging business who fails to remit any delinquent remittance on or before a period of thirty (30) days following the date on which the remittance first became delinquent shall pay a second delinquency penalty of ten percent (10%) of the amount of the assessment in addition to the amount of the assessment and the ten percent (10%) penalty first imposed.
3. ***Audit Deficiency.*** If, upon audit by the City of Carlsbad, an owner of an assessed lodging business is found to be deficient in their return or remittance, or both, the City of Carlsbad shall immediately invoice the owner for the amount of the net deficiency plus a penalty of ten percent (10%) of the net deficiency. If the owner of an assessed lodging business fails or refuses to pay the deficient amount and applicable penalties within fourteen (14) days of the date of the invoice, an additional penalty shall be imposed at the rate of one percent (1%) per day of the net deficiency, not to exceed ten percent (10%).
4. ***Fraud.*** If the City of Carlsbad determines that the nonpayment of any remittance due is due to fraud, a penalty of twenty-five percent (25%) of the amount of the assessment shall be added thereto in addition to the penalties stated in subsections 1 and 2 of this section.
5. ***Interest.*** In addition to the penalties imposed, any owner of an assessed lodging business who fails to remit any assessment imposed by the Management District Plan shall pay interest at the rate of one and one-half percent (1.5%) per month or fraction thereof on the amount of the assessment, exclusive of penalties, from the date on which the remittance first became delinquent until paid.
6. ***Penalties Merged with Assessment.*** Every penalty imposed and such interest as accrues under the provisions of this section shall become a part of the assessment required to be paid in accordance with the Management District Plan.

## Surplus and Other Funding

### *Surplus*

The estimated amount of surplus to be carried over from the previous year is \$4,133,000.

### *Other Funding*

No contributions were made from sources other than the CTBID assessment.

## Appendix – Assessed Businesses

Business Name	Address	City/State/Zip
129 MAPLE	2715 CARLSBAD BLVD	Carlsbad, CA 92008-2210
155 SYCAMORE RENTAL	2715 CARLSBAD BLVD	Carlsbad, CA 92008-2210
180-190 WALNUT PROPERTIES LLC - 180A	1641 AMANTE CT	Carlsbad, CA 92011-4041
180-190 WALNUT PROPERTIES LLC - 180B	1641 AMANTE CT	Carlsbad, CA 92011-4041
180-190 WALNUT PROPERTIES LLC - 190	1641 AMANTE CT	Carlsbad, CA 92011-4041
2005 COSTA DEL MAR UNIT 647	2647 GATEWAY RD STE 105-201	CARLSBAD, CA 92009-1755
224 NORMANDY LANE VACATION RENTAL	800 GRAND AVE STE 110	Carlsbad, CA 92008-1814
226 NORMANDY LANE VACATION RENTAL	800 GRAND AVE 110	Carlsbad, CA 92008-1814
2361 BUENA VISTA	2715 Carlsbad BLVD	Carlsbad, CA 92008-2210-San Diego
237 NORMANDY LLC	11 Oceanaire DR	Rancho Palos Verdes, CA 90275-5038-Los Angeles
2445 OCEAN STREET LLC - UNIT A	PO BOX 675324	RANCHO SANTA FE, CA 920670000
2445 OCEAN STREET LLC - UNIT B	PO Box 675328	Rancho Santa Fe, CA 92067-5328
2445 OCEAN STREET LLC - UNIT C	PO Box 675328	Rancho Santa Fe, CA 92067-5328
2680 OCEAN	2680 OCEAN ST	Carlsbad, CA 92008-2237
2751 OCEAN ST	PO BOX 4248	CARLSBAD, CA 92018
2SEEKPEACEHOUSE	3955 HIBISCUS CIR	Carlsbad, CA 92008-4116
3065 OCEAN ST - A	PO BOX 220	DEL MAR, CA 920140000
3065 OCEAN ST - B	PO BOX 220	DEL MAR, CA 920140000
3065 OCEAN ST - C	PO BOX 220	DEL MAR, CA 920140000
3080 LINCOLN UNIT 16	6565 BIRCH DR	SANTA ROSA, CA 95404-8587
3287 LINCOLN VACATION RENTAL	PO BOX 1426	Carlsbad, CA 92018-1426
3454 CARLSBAD BLVD	2714 ARLAND RD	Carlsbad, CA 92008-1501
3510 GARFIELD STREET	28 Centaurus WAY	Trabuco Canyon, CA 92679-5115-Orange
3512 GARFIELD STREET	28 Centaurus WAY	Trabuco Canyon, CA 92679-5115-Orange
3570 LLC -UNIT C	PO BOX 1726	CARLSBAD, CA 920180000
3570 LLC-UNIT A	PO Box 1726	Carlsbad, CA 92018-1726
3570 LLC-UNIT B	PO BOX 1726	CARLSBAD, CA 920180000
3570 LLC-UNIT D	PO BOX 1726	CARLSBAD, CA 920180000
3570 LLC-UNIT E	PO BOX 1726	CARLSBAD, CA 920180000
365VACATIONS LLC	7040 AVENIDA ENCINAS STE 104-553	Carlsbad, CA 92011-4653
3660 CARLSBAD BOULEVARD TRUST	PO BOX 24785	DENVER, CO 80224
3662-3664 GARFIELD STREET LLC	PO BOX 4604	CARLSBAD, CA 920180000
3718 CARLSBAD BLVD	107 Reino RD STE 342	Newbury Park, CA 91320-3710
3722 CARLSBAD BLVD PROPERTY	29991 Via Norte	Temecula, CA 92591-1650
376 ACACIA AVE	PO BOX 9	CARLSBAD, CA 920180000
378 ACACIA AVE	PO BOX 9	CARLSBAD, CA 920180000
3900 GS HOLDINGS LLC	402 Wilshire RD	Oceanside, CA 92057-2903-San Diego
3900 GS HOLDINGS LLC - UNIT A	402 Wilshire RD	Oceanside, CA 92057-2903

3915 LINMAR LANE LLC	1636 Granada AVE	San Diego, CA 92102-1436-San Diego
4 LITTLE BROTHERS LLC	50 Regato	Rancho Santa Margarita, CA 92688-3003
4020 SYME LLC	23962 Plant AVE	Mission Viejo, CA 92691-3722
4273 HIGHLAND	PO BOX 976	HANAIEI, HI 976140000
434 TAMARAK LLC	4193 Flat Rock DR 100	Riverside, CA 92505-7111
435 TAMARACK AVE	12806 W MAYA WAY	PEORIA, AZ 85383-2832
4650 PARK DRIVE LLC	4650 PARK DR	Carlsbad, CA 92008-4243
5118 SHORE DRIVE LLC	26932 Oso PKWY Ste 295	Mission Viejo, CA 92691-5899
5185 SHORE DRIVE CARLSBAD	1041 YALE ST	SANTA MONICA, CA 90403-4715
5290 EL ARBOR	5280 EL ARBOL DR	Carlsbad, CA 92008-4316
5340 CARLSBAD BLVD VACATION RENTAL	5360 LOS ROBLES DR	Carlsbad, CA 92008-4330
6479 SURFSIDE LLC	273 N EAST CAPITOL ST	SALT LAKE CITY, UT 841030000
A CARLSBAD VACATION RENTAL	2433 JEFFERSON ST	Carlsbad, CA 92008-1411
ALEJANDRO TORREBLANCA	4225 ISLE DR	Carlsbad, CA 92008-3620
ALEXANDER KNYAZEVSKIY-260 TAMARACK	260 TAMARACK AVE	Carlsbad, CA 92008-4061
ANATRA VACANZA	932 ANATRA CT	Carlsbad, CA 92011-4876
ANCHORAGE INVESTMENTS LLC - 4347	4367 HIGHLAND DR	Carlsbad, CA 92008-4226
ANDRE JACKSON	300 CARLSBAD VILLAGE DR 108A-21	Carlsbad, CA 92008-2990
ANDREW MCLENNAN COSTA BALBOA	3516 Seagate WAY STE 150	Oceanside, CA 92056-2674
ANDREW SELNA - 3481 GARFIELD UNIT B	2977 OCEAN ST	Carlsbad, CA 92008-2948
ANDREW SELNA - 3481 GARFIELD UNIT C	2977 OCEAN ST	Carlsbad, CA 92008-2948
ANDREW SELNA-240 PACIFIC	2977 OCEAN ST	Carlsbad, CA 92008-2948
ANDREW SELNA-3001 OCEAN	2977 OCEAN ST	Carlsbad, CA 92008-2948
ANDREW SELNA-3481 GARFIELD UNIT A	2977 OCEAN ST	Carlsbad, CA 92008-2948
ANTHONY BOUDREAULT-5380	31947 Lodge House CT	Temecula, CA 92592-4003-Riverside
ANTHONY ROSS	200 Congress AVE UNIT 35AC	Austin, TX 78701-4022
ANTON VISHNYAK	1045 MAGNOLIA AVE	Carlsbad, CA 92008-2539
ASAP CALIFORNIA INVESTMENTS LLC	1411 Enchante WAY	Oceanside, CA 92056-5675
AVI BEN-ARI	3925 LINMAR LN	Carlsbad, CA 92008-4125
BARBARA D POWELL	3965 MONROE ST	Carlsbad, CA 92008-2737
BARBARA DELANEY	2647 Gateway RD STE 105-201	Carlsbad, CA 92009-1755-San Diego
BARRY AND GISELLE MATSUI	81272 Merv Griffin WAY	La Quinta, CA 92253-8081
BAUERN PROPERTIES	3149 COACHMAN CT	OCEANSIDE, CA 92056-3602
BEACH TERRACE INN	2775 OCEAN ST	CARLSBAD, CA 92008-2241
BEACHSIDE REALTY SD INC	404 Wisconsin AVE	Oceanside, CA 92054-4138
BEACHY GETAWAY	2567 GLASGOW DR	Carlsbad, CA 92010-5602
BELLA SIRENA CONDO	3175 MULBERRY DR S	SALEM, OR 97302-5912
BEST WESTERN BEACH VIEW LODGE	2775 OCEAN ST	CARLSBAD, CA 92008-2241
BEST WESTERN CARLSBAD BY THE SEA	9249 Sierra College BLVD	Roseville, CA 95661-5919
BLACKWOODS LLC	5390 CARLSBAD BLVD	Carlsbad, CA 92008-4308
BLUE OCEAN DREAMS LLC	331 OAK AVE	Carlsbad, CA 92008-2945
BMILLS AND CO LLC	7317 E Greenway RD	Scottsdale, AZ 85260-1603
BOB AND MONICA FLORA VACATION RENTAL	157 WALNUT AVE	Carlsbad, CA 92008-3147
BOB AND MONICA VACATION RENTAL NO 2	157 WALNUT AVE	Carlsbad, CA 92008-3147
BOB AND SUE CRUM RENTALS - 158	167 REDWOOD AVE	CARLSBAD, CA 92008-4052

BOB AND SUE CRUM RENTALS - 167	167 REDWOOD AVE	CARLSBAD, CA 92008-4052
BRIDGET BLOOM	2156 Princeton AVE	Los Angeles, CA 90026-1926
BRIGID FREYNE	41460 Royal Dornoch CT	Temecula, CA 92591-2057
BROWN VACATION RENTALS	165 CHINQUAPIN AVE	Carlsbad, CA 92008-7408
BRUCE MADDEN	28880 Corral Canyon TRL	Campo, CA 91906-1200-San Diego
CACL10	24 Elizabeth PL	Asheville, NC 28801-2264
CALAVO RENTAL LLC	2591 WELLSRING ST	Carlsbad, CA 92010-5604
CANDELARIA CORTEZ	2647 GATEWAY RD STE 105-201	Carlsbad, CA 92009-1757
CARLSBAD BY THE SEA	10174 Old Grove RD STE 200	San Diego, CA 92131-1652
CARLSBAD DREAM UNIT A	8305 Torrey Park TER	San Diego, CA 92129-4623-San Diego
CARLSBAD DREAM UNIT B	8305 Torrey Park TER	San Diego, CA 92129-4623-San Diego
CARLSBAD DREAM UNIT C	8305 Torrey Park TER	San Diego, CA 92129-4623-San Diego
CARLSBAD DREAM UNIT D	8305 Torrey Park TER	San Diego, CA 92129-4623-San Diego
CARLSBAD INN BEACH RESORT	5900 PASTEUR CT STE 200	Carlsbad, CA 92008-7336
CARLSBAD RENTAL	7215 WISTERIA WAY	Carlsbad, CA 92011-4844
CARLSBAD VILLAGE INN	9666 Businesspark AVE STE 108	San Diego, CA 92131-1646
CAROLE ANN COLBERT	2647 GATEWAY RD STE 105-201	Carlsbad, CA 92009-1757
CAROLINE SOLOVEI	2647 GATEWAY RD STE 105-201	Carlsbad, CA 92009-1757
CASA DE CHINQUAPIN	460 CHINQUAPIN AVE	Carlsbad, CA 92008-4103
CASA DE COSTA	12512 W Tyler TRL	Peoria, AZ 85383-8070-Maricopa
CASA DEL OCEANO	1313 CHINQUAPIN AVE	Carlsbad, CA 92008-3547
CASA SUPREMA	2121 E PARK AVE	GILBERT, AZ 85234-6219
CASAS DE PUESTA DEL SOL	PO BOX 4086	CARLSBAD, CA 92018-4086
CASAS DE PUESTA DEL SOL LLC	PO BOX 4086	CARLSBAD, CA 92018
CASSARA CARLSBAD	5900 PASTEUR CT STE 200	Carlsbad, CA 92008-7336
CBR HOLDINGS LLC	948 Chelsea DR	Fresno, CA 93720-1359
CHATEAU DE CHARPERRY	2421 LA COSTA AVE STE C	Carlsbad, CA 92009-7312
CHRIS MADDOX	PO BOX 1338	BOISE, ID 83701
CHRIS PERSIDOK	318 Sprucewood DR	Encinitas, CA 92024-4131-San Diego
CHRISTINE WALLACE	3935 SYME DR	Carlsbad, CA 92008-3569
CIMA PROPERTIES	2909 CANDIL PL	CARLSBAD, CA 92009-7104
CK BALE INVESTMENTS LLC	936 ANATRA CT	Carlsbad, CA 92011-4876
CLAIRE KRUGER - 4024 STE A	1108 Novilunio	San Clemente, CA 92673-3553
CLAIRE KRUGER - 4024 STE B	1108 Novilunio	San Clemente, CA 92673-3553
CNSW4 LLC	PO BOX 5580	HUNTINGTON BEACH, CA 926460000
COAST AND COUNTRY REALTY -STVR	4292 Kai Ikena DR	Kalaheo, HI 96741-9578
COASTAL BREEZE VACATION RENTAL - 354	1833 QUEENS WAY	VISTA, CA 92084
COASTAL BREEZE VACATION RENTAL 356	1833 Queens WAY	Vista, CA 92084-3613
COASTAL BREEZE VACATION RENTAL -362	1833 Queens WAY	Vista, CA 92084-3613
COASTAL BREEZE VACATION RENTAL -364	1833 Queens WAY	Vista, CA 92084-3613



COASTAL STUDIO	474 CHINQUAPIN AVE	Carlsbad, CA 92008-4103
CORBIN VACATION RENTALS	3870 CARLSBAD BLVD	CARLSBAD, CA 92008-4008
COUNT: 489		
COURTNEY SULLIVAN	1420 YOURELL AVE	CARLSBAD, CA 92008-1051
COURTYARD SAN DIEGO CARLSBAD	PO BOX 58990	SEATTLE, WA 981380000
COZY BEACH BUNGALOW	3267 LINCOLN ST STE A	Carlsbad, CA 92008-2980
COZY BEACH COTTAGE	3267 LINCOLN ST B	Carlsbad, CA 92008-2942
COZY HOME LLC CALIFORNIA	601 11th AVE 812	San Diego, CA 92101-7595
CRAFTSMAN 154	154 SYCAMORE AVE	Carlsbad, CA 92008-3144
CYNTHIA BAUSCH-6821	6808 SHEARWATERS DR	Carlsbad, CA 92011-3701
CYNTHIA BAUSCH-7259	1598 MARITIME DR	Carlsbad, CA 92011-4032
CYNTHIA T BAUSCH - 3987	6808 SHEARWATERS DR	CARLSBAD, CA 92011-3701
CYNTHIA T BAUSCH - 6808	6808 SHEARWATERS DR	CARLSBAD, CA 92011-3701
DAN AND NANCY WARNER	30175 Via de la Mesa	Temecula, CA 92591-1684
DANIELLE PENMAN	2431 BUENA VISTA CIR	Carlsbad, CA 92008-1601
DANIELS-SIMPSON	132 Trimble Crossing DR	Durango, CO 81301-5336-La Plata
DAVID AND MICHELLE TRUJILLO	2647 GATEWAY RD STE 105-201	Carlsbad, CA 92009-1757
DAVID CROCKETT	2955 OCEAN ST UNIT 16	Carlsbad, CA 92008-2954
DAVID PEDDLE	367 BEECH AVE	Carlsbad, CA 92008-2204
DAVID WATKINS	4030 PARK DR	Carlsbad, CA 92008-2619
DAYS INN	3700 PIO PICO DR	CARLSBAD, CA 92008-3406
DENNIS DELMAR - UNIT 1	789 Turtle Point WAY	San Marcos, CA 92069-8126
DENNIS DELMAR - UNIT 4	789 Turtle Point WAY	San Marcos, CA 92069-8126
DEREK ORME-2315	2315 PIO PICO DR	Carlsbad, CA 92008-1037
DONALD J MOORE	3529 Jubilee TRL	Dallas, TX 75229-2641-Dallas
DOSS LUXE LLC	12566 Woodbine ST	Los Angeles, CA 90066-1831
DOUGLASS LEE	5395 Renaissance AVE	San Diego, CA 92122-5665-San Diego
DTS AVIATION LLC	390 TAMARACK AVE	Carlsbad, CA 92008-4063
ED WOZOW	3920 SKYLINE RD	Carlsbad, CA 92008-2745
EDITH REPUBLIC LLC	2029 Willowood LN	Encinitas, CA 92024-3132
EJH BEACH INVESTMENTS	1690 Oranado LN	Del Mar, CA 92014-4125-San Diego
ELISABETH BAUMGARTNER-CHANG	4288 Alta Vista CT	Oceanside, CA 92057-7531-San Diego
ELTON CARLOMAGNO	2647 GATEWAY RD STE 105-201	Carlsbad, CA 92009-1757
ELYSE STASSEL	7910 CALLE POSADA	Carlsbad, CA 92009-9304
EQUITAS REAL ESTATE HOLDINGS LLC	1515 Sunrise DR	Vista, CA 92084-6418
EVELYN ROSE - UNIT A	2715 CARLSBAD BLVD	Carlsbad, CA 92008-2210
EVELYN ROSE - UNIT B	PO Box 296	Dana Point, CA 92629-0296
EVELYN ROSE - UNIT C	PO Box 296	Dana Point, CA 92629-0296
EVELYN ROSE - UNIT D	PO Box 296	Dana Point, CA 92629-0296
EVELYN ROSE - UNIT E	PO Box 296	Dana Point, CA 92629-0296
EVELYN ROSE - UNIT F	PO Box 296	Dana Point, CA 92629-0296
EVERGREEN HEBRON LP - UNIT A	1640 Oceanside BLVD	Oceanside, CA 92054-5427
EVERGREEN HEBRON LP - UNIT B	1640 Oceanside BLVD	Oceanside, CA 92054-5427
EXTENDED STAY AMERICA 8831	PO BOX 49550	CHARLOTTE, NC 282779550
FAIRFIELD INN AND SUITES CARLSBAD	10174 Old Grove RD STE 200	San Diego, CA 92131-1649

FATHI PROPERTY MANAGEMENT GROUP	4424 HIGHLAND DR	Carlsbad, CA 92008-4227
FEARN BOYS -150 TAMARACK AVE LLC	1120 JOSHUA WAY	VISTA, CA 92081-7835
FERRARI VACATION PROPERTIES	PO BOX 1151	SOLANA BEACH, CA 920757151
FIRST AMERICAN PORTFOLIO CORPORATION	310 S Twin Oaks Valley RD STE 107-394	San Marcos, CA 92078-4303-San Diego
FRAKERKOTSCHRENTALS LLC	524 Via De La Valle STE B	Solana Beach, CA 92075-2477
FRANK MINICILLI-3926 HIGHLAND	3924 HIGHLAND DR	Carlsbad, CA 92008
FRANK MINICILLI-3928 HIGHLAND	3924 HIGHLAND DR	Carlsbad, CA 92008
G SQUARED PACIFIC LLC	14440 Meadowrun ST	San Diego, CA 92129-3328
GARFIELD RENTAL PROPERTY LLC - 3559	859 Neptune AVE	Encinitas, CA 92024-2063
GARFIELD RENTALS LLC- UNIT 2	252 ACACIA AVE 119	Carlsbad, CA 92008-3208
GARFIELD RENTALS LLC-UNIT 1	252 ACACIA AVE 119	Carlsbad, CA 92008-3208
GARFIELD RENTALS LLC-UNIT 3	252 ACACIA AVE 119	Carlsbad, CA 92008-3208
GARFIELD RENTALS LLC-UNIT 4	252 ACACIA AVE 119	Carlsbad, CA 92008-3208
GAYLE CLARK- 3255 GARFIELD	8 TAYLOR AVE	PALM DESERT, CA 922600000
GAYLE CLARK-3265	8 Taylor AVE	Palm Desert, CA 92260-0602-Riverside
GEOFFREY CELLA	9485 Treelake RD	Granite Bay, CA 95746-6623
GEOFFREY CELLA-UNIT B	9485 Treelake RD	Granite Bay, CA 95746-6623
GEORGE AND JACKYE WILLIS TRUSTEES OF THE WILLIS FAMILY TRUST	539 CARLSBAD VILLAGE DR STE 201	Carlsbad, CA 92008-2362
GLENN SUMMER HOMES LLC	1640 Oceanside BLVD	Oceanside, CA 92054-5427-San Diego
GLOBAL SPORTS MARKETING AND EVENTS INC	7270 PONTO DR	Carlsbad, CA 92011-4601
H AND M NORCOAST	155 CHESTNUT AVE	Carlsbad, CA 92008-3107
HAAS	1860 BIENVENIDA CIR	Carlsbad, CA 92008-3804
HELENBART CO - NORTH UNIT	1015 Rose DR	Vista, CA 92083-3323
HELENBART CO - SOUTH	1015 Rose DR	Vista, CA 92083-3323
HELENBART CO - UPPER UNIT	1015 Rose DR	Vista, CA 92083-3323
HERB AND STEPHANIE COOK	530 S EMERSON ST	CHANDLER, AZ 85225
HESS FAMILY TRUST	2015 Holiday RD	Newport Beach, CA 92660-4326
HILTON CAPE REY - CARLSBAD	1 PONTO RD	CARLSBAD, CA 92011-4620
HILTON GARDEN INN CARLSBAD BEACH	6450 CARLSBAD BLVD	Carlsbad, CA 92011-1058
HINES	3827 Copper Crest RD	Encinitas, CA 92024-7208
HOLIDAY INN EXPRESS AND SUITES	698 Camino El Dorado	Encinitas, CA 92024-3822-San Diego
HOME2 SUITES CARLSBAD	1901 WRIGHT PL	Carlsbad, CA 92008-6528
HOMES BY JIANG	35 Rome ST	San Francisco, CA 94112-3643-San Francisco
HOMEWOOD SUITES CARLSBAD	20342 SW Acacia ST	Newport Beach, CA 92660-1704
HUGH R COBB	3180 CAMINO ARROYO	CARLSBAD, CA 92009-7611
HYLAND INN	727 S BREA BLVD	BREA, CA 92821-5310
IRENE M PATTON	14119 HALPER RD	POWAY, CA 92064-2812
IRINA RAPP	5280 EL ARBOL DR	Carlsbad, CA 92008-4316
J AND M SANTORO TRUST	PO BOX 892696	TEMECULA, CA 92589
JACKIE LEWIS	218 Main ST STE 333	Kirkland, WA 98033-6199-King
JACOB KLASSEN	1889 HIGH RIDGE AVE	Carlsbad, CA 92008-3761
JACQUELINE FITCH	548 Windermere LN	Arroyo Grande, CA 93420-5002-San Luis Obispo

JAMES WATSON	PO BOX 1426	CARLSBAD, CA 920180000
JEANNINE SORENSON	2044 Laurel CIR	Mesa, AZ 85213-2266
JEFFREY GARDNER	2314 BYRON PL	Carlsbad, CA 92008-3831
JERRY WILLIAMS AIRBNB	43355 Heritage Palms DR	Indio, CA 92201-8916
JH RANCH LLC	7957 N Riverfront DR	Idaho Falls, ID 83401-4981
JOANNE EKERLING	10860 Alta View DR	Studio City, CA 91604-3901
JOE AND DEE DEE SHORT TERM VACATION RENTAL	4392 ADAMS ST	Carlsbad, CA 92008
JOEL HIRSCHKOFF	2353 JEFFERSON ST	Carlsbad, CA 92008
JOEL HIRSCHKOFF-2353 JEFFERSON	2353 JEFFERSON ST	Carlsbad, CA 92008-1405
JOEL KLETT	PO BOX 4086	CARLSBAD, CA 92018
JOHN FIKE	PO Box 179127	San Diego, CA 92177-2127
JOHN FREIM	2647 GATEWAY RD STE 105-201	Carlsbad, CA 92009-1757
JOHN MCALLISTER - BACK HOUSE	440 N Granados AVE	Solana Beach, CA 92075-1215
JOHN MCALLISTER - FRONT HOUSE	440 N Granados AVE	Solana Beach, CA 92075-1215
JOHN SCHUREMAN	6891 WATERCOURSE DR	Carlsbad, CA 92011-3743
JOHNSON FAMILY TRUST -3784	860 Acalanes RD	Lafayette, CA 94549-3302
JOHNSON FAMILY TRUST -3786	860 Acalanes RD	Lafayette, CA 94549-3302
JOSHUA BEHREND	1127 W Clifton AVE	Redlands, CA 92373-5717
JR HOSPITALITY	1735 CEREUS CT	Carlsbad, CA 92011-5119
JRBBORIS LLC-UNIT A	250 PACIFIC AVE A	Carlsbad, CA 92008-2274
JRBBORIS LLC-UNIT B	250 PACIFIC AVE B	Carlsbad, CA 92008-2274
JUDITH TATA	2977 OCEAN ST	Carlsbad, CA 92008-2948
JULIE A DAILEY	1010 DAISY CT	CARLSBAD, CA 92011-4846
JULIE MIETUS PROPERTIES	1241 Macaulay CIR	Carmichael, CA 95608-6204-Sacramento
JUNIPER BEACH PROPERTIES LLC - UNIT A	1641 AMANTE CT	Carlsbad, CA 92011-4041
JUNIPER BEACH PROPERTIES LLC - UNIT B	1641 AMANTE CT	Carlsbad, CA 92011-4041
JUNIPER BEACH PROPERTIES LLC - UNIT C	1641 AMANTE CT	Carlsbad, CA 92011-4041
JUNIPER BEACH PROPERTIES LLC - UNIT D	1641 AMANTE CT	Carlsbad, CA 92011-4041
JUNIPER STUDIO	6582 Robinea DR	Carlsbad, CA 92011-2506-San Diego
KAREN R THOMPSON	PO BOX 130758	CARLSBAD, CA 92013-0758
KATHLEEN KENNEDY	1733 CALAVO CT	Carlsbad, CA 92008-4252
KEVIN PHILIPS	3960 HIGHLAND DR	Carlsbad, CA 92008-3511
KIMBERLY FLAMMER	7023 Waldheim CT	San Jose, CA 95120-2137-Santa Clara
KIMBERLY MCEVOY	1758 CAPE MAY PL	CARLSBAD, CA 92008-3608
KIMBERLY RUHA	290 Virgo CT	Thousand Oaks, CA 91360-2740-Ventura
KIMBERLY TODD	6465 FRANCISCAN RD	Carlsbad, CA 92011-3212
KOEPKE FAMILY TRUST UTD	24 Elizabeth PL	Asheville, NC 28801-2264
KOI PROPERTIES	1120 2Nd ST APT 607	MINNEAPOLIS, MN 55415
KSMS INVESTMENTS LLC	2642 OCEAN ST	Carlsbad, CA 92008-2237
KW CAPITAL LLC	5 Old Oak LN	Sandy, UT 84092-4903
LA COSTA 639	218 Main ST STE 333	Kirkland, WA 98033-6199-King
LA COSTA 643	218 Main ST STE 333	Kirkland, WA 98033-6199-King
LA COSTA 648	218 Main ST STE 333	Kirkland, WA 98033-6199-King
LA COSTA 686	218 Main ST STE 333	Kirkland, WA 98033-6199-King

LA COSTA CHATEAUS - 697	2120 Commerce ST APT 306	Tacoma, WA 98402-3019-Pierce
LA COSTA PARADISO	PO BOX 60233	BOULDER CITY, NV 890060000
LA QUINTA CARLSBAD	760 MACADAMIA DR	Carlsbad, CA 92011-3205
LAGUNA PROJECT LP	125 Mozart AVE	Cardiff by the Sea, CA 92007-2314-San Diego
LAKE MEAD INVESTMENTS LLC -3540	3155 FALCON DR	Carlsbad, CA 92008-1129
LAKE MEAD INVESTMENTS LLC -3542	3155 FALCON DR	Carlsbad, CA 92008-1129
LAKE MEAD INVESTMENTS LLC -3544	3155 FALCON DR	Carlsbad, CA 92008-1129
LAKE MEAD INVESTMENTS LLC -3546	3155 FALCON DR	Carlsbad, CA 92008-1129
LANGEN BEACH HOUSE	3831 PARK DR	CARLSBAD, CA 92008-2740
LAURIE REISS	446 CHINQUAPIN AVE	Carlsbad, CA 92008-4103
LB BEACH PROPERTIES LLC - UNIT A	1314 GULL CT	Carlsbad, CA 92011-3966
LB BEACH PROPERTIES LLC - UNIT B	1314 GULL CT	Carlsbad, CA 92011-3966
LIFE IS RAD IN CARLSBAD LLC	147 MAPLE AVE	Carlsbad, CA 92008-3264
LIL PEEP LLC	7034 ALMADEN LN	Carlsbad, CA 92009-6244
LINDA MULLINS	PO Box 2327	Carlsbad, CA 92018-2327
LINMAR ADVENTURES	1645 Oakdale ST	Pasadena, CA 91106-3554-Los Angeles
LISA JACKSON - GARFIELD UNIT A	4191 PARKSIDE PL	Carlsbad, CA 92008-3673
LISA JACKSON - GARFIELD UNIT B	4191 PARKSIDE PL	Carlsbad, CA 92008-3673
LISA JACKSON - GARFIELD UNIT C	4191 PARKSIDE PL	Carlsbad, CA 92008-3673
LISA WILLIAMS	6486 FRANCISCAN RD	Carlsbad, CA 92011-3211
LONDON ONE PROPERTIES LLC	1630 Healdsburg AVE	Healdsburg, CA 95448-9068
LORI A PLATER TRUST	567 Silvertip DR	Incline Village, NV 89451-8405
LOUISA EVANS	1510 GRADY PL	Carlsbad, CA 92008-3633
LSA CAPITAL II LLC	5289 Meadows Del Mar	San Diego, CA 92130-4857
LUAN DAUTI'S RENTALS -UNIT A	5155 35th ST	San Diego, CA 92116-1913-San Diego
LUAN DAUTI'S RENTALS -UNIT B	5155 35th ST	San Diego, CA 92116-1913-San Diego
LUIS GARCIA	627 SEAWARD AVE	Carlsbad, CA 92011-3257
MAAF CONSULTING	8612 Nelson WAY	Escondido, CA 92026-5217
MACIEL RENTALS	2405 COPPER WAY	Carlsbad, CA 92009-5215
MAHINA ENTERPRISES INC	1785 S Iris LN	Escondido, CA 92026-3979-San Diego
MAHON DEVELOPMENT INC	1230 Keystone WAY	Vista, CA 92081-8316-San Diego
MAR VISTA TRUST	PO BOX 1481	CARLSBAD, CA 920181481
MARCELLA KERN IRRV TR 2009	1728 S HANNALEI DR	VISTA, CA 92083
MARIAN EDWARDS	1289 Forest AVE	Carlsbad, CA 92008-1008-San Diego
MARLA HALLER	1611 Yorkshire RD	Birmingham, MI 48009-7418-Oakland
MARNIE VIAU TRUSTEE	1080 BUENA PL	Carlsbad, CA 92008-1403
MARTIN CARTER-STVR	1175 MAGNOLIA AVE	Carlsbad, CA 92008-2541
MARYLOUISE MARTIN	2590 Portsmouth Creek AVE	Henderson, NV 89052-7157-Clark
MAZZ ON THE BEACH	2783 James ST	Corona, CA 92881-3626
MBTM GROUP LLC STE A	2137 Newcastle AVE	Cardiff by the Sea, CA 92007-1824
MBTM GROUP LLC STE B	2134 Newcastle AVE CA	Cardiff by the Sea, CA 92007-1842
MBTM GROUP LLC STE C	2137 Newcastle AVE	Cardiff by the Sea, CA 92007-1824
MCCARTHY PROPERTIES	17056 Highway 67	Ramona, CA 92065-6943

MCSWAN PROPERTIES INC	2668 OCEAN ST	Carlsbad, CA 92008-2237
MG HOSPITALITY CARLSBAD LLC	2551 W Woodland DR	Anaheim, CA 92801-2608
MICHAEL ENRIGHT - 3771	4665 W 4th ST	Los Angeles, CA 90020-4754
MICHAEL FOULGER	4900 PARK DR	Carlsbad, CA 92008-3827
MICHELLE DRUTMAN GREVEN	1726 Aldersgate RD	Encinitas, CA 92024-1004-San Diego
MICHELLE VARAV	PO BOX 1865	CARMEL, CA 93921-1865
MILLENNIAL REAL ESTATE SERVICES LLC	6790 EMBARCADERO LN STE 100	Carlsbad, CA 92011-3278
MOHR CARLSBAD VACATIONS	3432 ADAMS ST	Carlsbad, CA 92008-2503
MOTEL 6	PO BOX 6472	SAN DIEGO, CA 921660000
MOTEL 6 CARLSBAD BEACH 9639	PO Box 69344	West Hollywood, CA 90069-0344
MOTEL 6 NORTH	3666 PIO PICO DR	CARLSBAD, CA 92008-2554
NEIGHBORHOOD INVESTMENT NETWORK LLC VACATION RENTAL	3353 Par DR	Oceanside, CA 92056-1705-San Diego
NEW VILLAGE REAL ESTATE LLC	4195 Chino Hills PKWY UNIT 531	Chino Hills, CA 91709-2618
NORIK NARAGHI	1213 Country Club DR	Modesto, CA 95356-8860
NORM VENTURI	3910 HOLLY BRAE LN	Carlsbad, CA 92008-2725
NULU LLC	2647 GATEWAY RD STE 105-201	Carlsbad, CA 92009-1757
OCEAN ELEMENTS AT CARLSBAD - UNIT 1	1875 CENTURY PARK E STE 1800	CENTURY CITY, CA 90067-2519
OCEAN ELEMENTS AT CARLSBAD - UNIT 2	1875 Century PARK E STE 1800	Los Angeles, CA 90067-2337
OCEAN ELEMENTS AT CARLSBAD - UNIT 2A	1875 Century PARK E STE 1800	Los Angeles, CA 90067-2337
OCEAN ELEMENTS AT CARLSBAD - UNIT 3	1875 Century PARK E STE 1800	Los Angeles, CA 90067-2337
OCEAN ELEMENTS AT CARLSBAD - UNIT 4	1875 Century PARK E STE 1800	Los Angeles, CA 90067-2337
OCEAN ELEMENTS AT CARLSBAD - UNIT 4A	1875 Century PARK E STE 1800	Los Angeles, CA 90067-2337
OCEAN ELEMENTS AT CARLSBAD - UNIT 5	1875 Century PARK E STE 1800	Los Angeles, CA 90067-2337
OCEAN ELEMENTS AT CARLSBAD - UNIT 6	1875 Century PARK E STE 1800	Los Angeles, CA 90067-2337
OCEAN ELEMENTS AT CARLSBAD - UNIT 6A	1875 Century PARK E STE 1800	Los Angeles, CA 90067-2337
OCEAN ELEMENTS AT CARLSBAD - UNIT 7	1875 Century PARK E STE 1800	Los Angeles, CA 90067-2337
OCEAN ELEMENTS AT CARLSBAD - UNIT 8	1875 Century PARK E STE 1800	Los Angeles, CA 90067-2337
OCEAN ELEMENTS AT CARLSBAD - UNIT 8A	1875 Century PARK E STE 1800	Los Angeles, CA 90067-2337
OCEAN MIST LLC - 335	2588 EL CAMINO REAL STE F-341	CARLSBAD, CA 920081212
OCEAN MIST LLC - 337	2588 EL CAMINO REAL STE F341	Carlsbad, CA 92008-1212
OCEAN PALMS BEACH RESORT	2950 OCEAN ST	CARLSBAD, CA 92008-2952
OCEAN STREET VILLAS LLC - UNIT A	2895 OCEAN ST	Carlsbad, CA 92008-2995

OCEAN STREET VILLAS LLC - UNIT B	2895 OCEAN ST	Carlsbad, CA 92008-2995
OCEAN STREET VILLAS LLC - UNIT C	2895 OCEAN ST	Carlsbad, CA 92008-2995
OCEAN STREET VILLAS LLC - UNIT D	2895 OCEAN ST	Carlsbad, CA 92008-2995
OCEAN STREET VILLAS LLC - UNIT E	2895 OCEAN ST	Carlsbad, CA 92008-2995
OCEAN STREET VILLAS LLC - UNIT F	2895 OCEAN ST	Carlsbad, CA 92008-2995
OCEAN STREET VILLAS LLC - UNIT G	2895 OCEAN ST	Carlsbad, CA 92008-2995
OCEAN STREET VILLAS LLC - UNIT H	2895 OCEAN ST	Carlsbad, CA 92008-2995
OCEAN STREET VILLAS LLC - UNIT I	2895 OCEAN ST	Carlsbad, CA 92008-2995
OCEAN STREET VILLAS LLC - UNIT SAND	2895 OCEAN ST	Carlsbad, CA 92008-2995
OLIVE RENTAL	PO BOX 147	CARLSBAD, CA 920180147
OMNI LA COSTA LLC	2100 COSTA DEL MAR RD	CARLSBAD, CA 92009-6823
PACKARD RENTAL	3965 PACKARD LN	Carlsbad, CA 92008-3651
Page -1 of 1		
PALMA DE LA PLAYA - LOWER UNIT	PO BOX 1102	RANCHO SANTA FE, CA 92067
PALMA DE LA PLAYA - UPPER UNIT	PO BOX 1102	RANCHO SANTA FE, CA 92067
PAM KERCKHOFF	5249 SHELLEY PL	CARLSBAD, CA 92008-3851
PARK HYATT AVIARA	7100 AVIARA RESORT DR	Carlsbad, CA 92011-4908
PARK HYATT AVIARA - EMBER AND RYE	7100 AVIARA RESORT DR	Carlsbad, CA 92011-4908
PARK HYATT AVIARA - GOLF MAINTENANCE	7100 AVIARA RESORT DR	Carlsbad, CA 92011-4908
PATRICK COFFEY - 159	167 TAMARACK AVE	Carlsbad, CA 92008-4060
PATRICK COFFEY - 161	167 TAMARACK AVE	Carlsbad, CA 92008-4060
PATRICK COFFEY - 165	167 TAMARACK AVE	Carlsbad, CA 92008-4060
PATRICK COFFEY - 167	167 TAMARACK AVE	Carlsbad, CA 92008-4060
PATRICK LEE AND ASSOCIATES - UNIT C	7172 AVIARA DR	Carlsbad, CA 92011-4900
PATRICK LEE AND ASSOCIATES - UNIT E	7172 AVIARA DR	Carlsbad, CA 92011-4900
PATRICK LEE AND ASSOCIATES - UNIT F	7172 AVIARA DR	Carlsbad, CA 92011-4900
PATRICK LEE AND ASSOCIATES - UNIT H	7172 AVIARA DR	Carlsbad, CA 92011-4900
PATRICK LEE AND ASSOCIATES INC - UNIT 7	7172 AVIARA DR	Carlsbad, CA 92011-4900
PATRICK LEE AND ASSOCIATES INC - UNIT 8	7172 AVIARA DR	Carlsbad, CA 92011-4900
PATRICK LEE AND ASSOCIATES INC - UNIT 1	7172 AVIARA DR	Carlsbad, CA 92011-4900
PATRICK LEE AND ASSOCIATES INC - UNIT 2	7172 AVIARA DR	Carlsbad, CA 92011-4900
PATRICK LEE AND ASSOCIATES INC - UNIT 3	7172 AVIARA DR	Carlsbad, CA 92011-4900
PATRICK LEE AND ASSOCIATES INC - UNIT 4	7172 AVIARA DR	Carlsbad, CA 92011-4900
PATRICK LEE AND ASSOCIATES INC - UNIT 5	7172 AVIARA DR	Carlsbad, CA 92011-4900
PATRICK LEE AND ASSOCIATES INC - UNIT 6	7172 AVIARA DR	Carlsbad, CA 92011-4900
PATRICK LEE AND ASSOCIATES INC - UNIT A	7172 AVIARA DR	Carlsbad, CA 92011-4900
PATRICK LEE AND ASSOCIATES INC - UNIT B	7172 AVIARA DR	Carlsbad, CA 92011-4900
PATRICK LEE AND ASSOCIATES INC - UNIT G	7172 AVIARA DR	Carlsbad, CA 92011-4900
PATRICK LEE AND ASSOCIATES INC - UNIT I	7172 AVIARA DR	Carlsbad, CA 92011-4900
PATRICK LEE AND ASSOCIATES INC - UNIT S	7172 AVIARA DR	Carlsbad, CA 92011-4900
PATRICK LEE AND ASSOCIATES INC-UNIT J	7172 AVIARA DR	Carlsbad, CA 92011-4900
PELICAN COVE INN	320 WALNUT AVE	Carlsbad, CA 92008-3151
PERRY WIGGIN	PO BOX 1235	RANCHO SANTA FE, CA 920670000
POMANI PROPERTIES LLC	4350 HIGHLAND DR	Carlsbad, CA 92008-4225
POPAT DEVELOPMENT LLC	PO BOX 1338	BOISE, ID 83701
PORTER REAL ESTATE LLC	12415 85th AVE NE	Kirkland, WA 98034-6034-King
PRICHARD INNOVATION	333 REDWOOD AVE	Carlsbad, CA 92008
PURDOM THOMAS	5525 E Lincoln DR STE 123	Paradise Valley, AZ 85253-3721

RANCHO ALMOSTA BY THE SEA LLC	2415 El Corto DR	Vista, CA 92084-7843
RELAXING LA COSTA CONDO	2588 Euclid AVE	San Diego, CA 92105-4804-San Diego
RENE MANZANARES-UNIT A	147 LAKE ST	BRISBANE, CA 940050000
RENE MANZANARES-UNIT B	147 LAKE ST	BRISBANE, CA 940050000
RENE MANZANARES-UNIT C	147 LAKE ST	BRISBANE, CA 940050000
RENTAL 2003 COSTA DEL MAR 684	9425 Barranco RD	Atascadero, CA 93422-2158
RENTAL PROPERTY 5192 CARLSBAD BLVD	167 Mozart AVE	Cardiff By The Sea, CA 92007-2339
RESIDENCE INN BY MARRIOTT	105 DECKER CT STE 500	IRVING, TX 75062-2790
RETREAT HOUSE LLC	300 CARLSBAD VILLAGE DR 108A	Carlsbad, CA 92008-2990
ROBERT SFREDDO	2588 EL CAMINO REAL STE F-341	Carlsbad, CA 92008-1212
ROBERTA MURPHY THOMPSON	2430 Faretto LN NV	Reno, NV 89511-7600
ROBERTS VACATION RENTAL	7206 DURANGO CIR	Carlsbad, CA 92011-5114
ROMANTIC ESCAPE	PO BOX 675433	RANCHO SANTA FE, CA 920600000
ROSE VACATION RENTAL	7026 COLUMBINE DR	Carlsbad, CA 92011-5108
RP STR JEFFERSON	2399 JEFFERSON ST 8	Carlsbad, CA 92008-1406
SAM KAYVON - 2634	630 GRAND AVE STE F	Carlsbad, CA 92008-2364
SAM KAYVON - 2636	630 GRAND AVE STE F	Carlsbad, CA 92008-2364
SANCTUARY LIVING	2399 JEFFERSON ST #3	Carlsbad, CA 92008-1406
SCANDIA MOTEL - SP	2550 CARLSBAD BLVD	CARLSBAD, CA 92008-2205
SEA SLOPE 6 LLC	6343 DI VITA DR	Carlsbad, CA 92009-3078
SEA SLOPE UNIT 10	PO BOX 1781	Carlsbad, CA 92018-1781
SEA SLOPE UNIT 2	PO BOX 1781	Carlsbad, CA 92018-1781
SEA SLOPE UNIT 3	PO BOX 1781	Carlsbad, CA 92018-1781
SEA SLOPE UNIT 4	4521 W Sterling Ranch RD	Prescott, AZ 86305-2291-Yavapai
SEASHORE ON THE SAND	2805 OCEAN ST	CARLSBAD, CA 92008-2993
SEASLOPE2 LLC	2475 N 163rd DR	Goodyear, AZ 85395-1807
SEASONS VACATION RETREATS LLC	1663 CORTE ORCHIDIA	Carlsbad, CA 92011-4066
SHERATON CARLSBAD RESORT AND SPA	5900 PASTEUR CT STE 200	CARLSBAD, CA 92008-7336
SHIRLEY SLEE DESIGN AND REAL ESTATE	1805 CANYON PL	Carlsbad, CA 92008-1175
SIFAKIS ENTERPRISES	7221 MIMOSA DR	Carlsbad, CA 92011-5136
SOCAL INVESTEMENTS	6951 QUIET COVE DR	Carlsbad, CA 92011-3730
SPENCER HENRIOD	4814 KELLY DR	Carlsbad, CA 92008-3733
SPRINGHILL SUITES CARLSBAD	42 Corporate PARK STE 200	Irvine, CA 92606-5105
STEPHEN DEUTSCH	2647 GATEWAY RD STE 105-201	Carlsbad, CA 92009-1757
STEVEN RICHARD HINES	3827 Copper Crest RD	Encinitas, CA 92024-7208
STUDIO 6 CARLBAD	3001 E Andy Devine AVE	Kingman, AZ 86401-4206
SUMMER WILLIAMS	2374 BUENA VISTA CIR	Carlsbad, CA 92008-1603
SURF Y SOL LLC	1629 Via la PLZ	San Marcos, CA 92078-4721
SURU INVESTMENTS LLC	162 Rancho Santa Fe RD Ste K10	Encinitas, CA 92024-6306
SUSAN BROWN - 4602	1500 SW 5TH AVE STE 206	PORTLAND, OR 972010000
SUSAN MAERSK-MOLLER	2647 GATEWAY RD STE 105-201	Carlsbad, CA 92009-1757
SUSAN SAUTER	4113 HARRISON ST	Carlsbad, CA 92008-3556

SUSEN M DEAN TRUST	1405 OCEAN CREST AVE	Carlsbad, CA 92011-2644
SWEET CASITA VACATION RENTAL	1833 Queens WAY	Vista, CA 92084-3613
T AND E HOLDINGS LLC	PO BOX 27198	SAN DIEGO, CA 921980000
TAMARACK BEACH HIDEAWAY	1271 TAMARACK AVE	Carlsbad, CA 92008-3420
TAMARACK BEACH RESORT	3200 CARLSBAD BLVD	CARLSBAD, CA 92008-3101
TAMARACK-HILLERY LLC	10128 N 119TH PL	SCOTTSDALE, AZ 85259
TARVIN SHORT TERM VACATION RENTAL	133 Woodall DR	Georgetown, TX 78628-0909
TATIANA NOVICK	347 OAK AVE	Carlsbad, CA 92008-2945
TAYLOR MCKENZIE	1403 Rainbow Ridge LN	Encinitas, CA 92024-1817-San Diego
TEAM PHILLIPS	2647 GATEWAY RD STE 105-201	Carlsbad, CA 92009-1757
TERESA IGLESIAS SOLOMON	2975 Override DR	Ann Arbor, MI 48104-4119
TERRAMAR BEACH HOUSE	18 PEARL ST	SAUSALITO, CA 94965-1717
TERRAMAR POINT	1010 Turquoise ST 302	San Diego, CA 92109-1259
THANE RIVERS	3478 CORTE CURVA	Carlsbad, CA 92009-9501
THE BATISTA TRUST - TRUSTEE MICHAEL S BATISTA	3432 CORTE ACIANO	Carlsbad, CA 92009-8697
THE CARLSBAD VACATION RENTAL	14089 Upland Hills WAY	Garden City, ID 83714-2226
THE CARLSBAD VACATION RENTAL- DO NOT USE	1851 VALENCIA AVE	Carlsbad, CA 92008-3862
THE EAGLE RAY GROUP LLC	3571 Far West BLVD STE 190	Austin, TX 78731-3064
THE JACINTO FAMILY LIMITED PARTNERSHIP	4210 SKYLINE RD	Carlsbad, CA 92008-3642
THE JACINTO FAMILY PARTNERSHIP	421 TAMARACK AVE	Carlsbad, CA 92008-4128
THE SELTZER HIDEAWAY	7218 DURANGO CIR	CARLSBAD, CA 92011-5114
THE WESTIN CARLSBAD RESORT AND SPA	5900 Pasteur CT STE 200	Carlsbad, CA 92008-7330
THOMAS BRAYTON	2647 GATEWAY RD 105-201	Carlsbad, CA 92009-1757
TIJGER INTERNATIONAL LLC	2029 Willowood LN	Encinitas, CA 92024-3132
TINYVACATION RENTALS	1667 CORTE ORCHIDIA	CARLSBAD, CA 92011-4066
TODD RIDDLE	25563 102nd DR	Peoria, AZ 85383-1447
TOES IN THE SAND BEACH RENTALS	300 CARLSBAD VILLAGE DR 108A-231	Carlsbad, CA 92008-2990
TOLO MANAGEMENT INC	3360 GARFIELD ST UNIT B	Carlsbad, CA 92008-8101
TONI MACKENZIE	1400 DECISION ST	VISTA, CA 92081-8553
TOWER 36 BEACH PROPERTIES LLC-3636	1641 AMANTE CT	Carlsbad, CA 92011-4041
TOWER 36 BEACH PROPERTIES LLC-3638	1641 AMANTE CT	CARLSBAD, CA 92011
TUTU'S PLACE	5037 Palermo DR	Oceanside, CA 92057-6352-San Diego
TWOBIRDSFLY LLC UNIT A	300 CARLSBAD VILLAGE DR STE 108A-146	Carlsbad, CA 92008-2990
TWOBIRDSFLY LLC UNIT B	300 CARLSBAD VILLAGE DR STE 108A-146	Carlsbad, CA 92008-2990
TWOBIRDSFLY LLC UNIT C	300 CARLSBAD VILLAGE DR STE 108A-146	Carlsbad, CA 92008-2990
VACATION IN CARLSBAD - DOLPHIN SUITE	3810 Carlsbad BLVD	Carlsbad, CA 92008-4002-San Diego
VACATION IN CARLSBAD - LANAI SUITE	3810 Carlsbad BLVD	Carlsbad, CA 92008-8208-San Diego
VACATION IN CARLSBAD - OHANA SUITE	3810 Carlsbad BLVD	Carlsbad, CA 92008-4002-San Diego



VACATION IN CARLSBAD - PELICAN SUITE	3810 Carlsbad BLVD	Carlsbad, CA 92008-8208-San Diego
VACATION IN CARLSBAD - SAND SUITE	3810 Carlsbad BLVD	Carlsbad, CA 92008-4002-San Diego
VACATION IN CARLSBAD - SANDERLING	3810 Carlsbad BLVD	Carlsbad, CA 92008-4002-San Diego
VACATION IN CARLSBAD - SANDPIPER	3810 Carlsbad BLVD	Carlsbad, CA 92008-4002-San Diego
VACATION IN CARLSBAD - SEAGULL	3810 Carlsbad BLVD	Carlsbad, CA 92008-4002-San Diego
VACATION IN CARLSBAD - SNOWY PLOVER	3810 Carlsbad BLVD	Carlsbad, CA 92008-4002-San Diego
VACATION IN CARLSBAD - SUN SUITE	3810 Carlsbad BLVD	Carlsbad, CA 92008-4002-San Diego
VACATION IN CARLSBAD - SURF SUITE	3810 Carlsbad BLVD	Carlsbad, CA 92008-4002-San Diego
VACATION IN CARLSBAD - WAVE SUITE	3810 Carlsbad BLVD	Carlsbad, CA 92008-4002-San Diego
VACATION IN CARLSBAD - WIND SUITE	3810 Carlsbad BLVD	Carlsbad, CA 92008-4002-San Diego
VILLAGE BUNGALOWS	PO BOX 2028	CARLSBAD, CA 920180000
VILLAGE BUNGALOWS 2	PO BOX 2028	CARLSBAD, CA 920180000
VIRGA FAMILY TRUST	16 GREENVIEW DR	Carlsbad, CA 92009-6913
VOELKER HOLDINGS LLC	2261 Flatiron WAY	San Marcos, CA 92078-2143
VOELKER REAL ESTATE HOLDINGS GARFIELD LLC	2261 Flatiron WAY	San Marcos, CA 92078-2143
VOELKER REAL ESTATE HOLDINGS HEMLOCK LLC 130 UNIT A	2261 Flatiron WAY	San Marcos, CA 92078-2143
VOELKER REAL ESTATE HOLDINGS HEMLOCK LLC 130 UNIT B	2261 Flatiron WAY	San Marcos, CA 92078-2143
VOELKER REAL ESTATE HOLDINGS HEMLOCK LLC 130 UNIT C	2261 Flatiron WAY	San Marcos, CA 92078-2143
VOELKER REAL ESTATE HOLDINGS HEMLOCK LLC 141 LOWER UNIT	2261 Flatiron WAY	San Marcos, CA 92078-2143
VOELKER REAL ESTATE HOLDINGS HEMLOCK LLC 141 UPPER UNIT	2261 Flatiron WAY	San Marcos, CA 92078-2143
VW VACATION RENTALS - 341	29250 PASEO SEDONA	SAN JUAN CAPISTRANO, CA 92675
VW VACATION RENTALS - 355	29250 Paseo Sedano	San Juan Capistrano, CA 92675-5562-Orange
WEST COAST STAYS LLC	1107 LAS FLORES DR	Carlsbad, CA 92008-1444
WEST INN AND SUITES	4970 AVENIDA ENCINAS	Carlsbad, CA 92008-4343
WILDFLOWER BY THE SEA LLC	5215 SHELLEY PL	Carlsbad, CA 92008-3851
WILLIAM AND JULIE LASHER-3760 JEFFERSON	16443 Shady View LN	Los Gatos, CA 95032-4722-Santa Clara
WILLIAM AND JULIE LASHER-3762 JEFFERSON	16443 Shady View LN	Los Gatos, CA 95032-4722-Santa Clara
WITHALL STVR	3841 MARGARET WAY	Carlsbad, CA 92008-3409
YAMAMOTO	1196 LARKSPUR LN	Carlsbad, CA 92008-3405
YOUNES FAMILY TRUST-UNIT 2-DO NOT USE	252 ACACIA AVE 119	Carlsbad, CA 92008-3208
YOUNES FAMILY TRUST-UNIT 4-DO NO USE	252 ACACIA AVE 119	Carlsbad, CA 92008-3208

ZALESKI REVOCABLE TRUST	560 Paloma CT	Encinitas, CA 92024-2392
ZEILER PROPERTIES LLC	PO BOX 27198	SAN DIEGO, CA 921980000
ZIBA	2003 COSTA DEL MAR RD 681	Carlsbad, CA 92009-6814



CITY COUNCIL  
**Staff Report**

**Meeting Date:** June 11, 2024

**To:** Mayor and City Council

**From:** Scott Chadwick, City Manager

**Staff Contact:** Suzanne Smithson, Library & Cultural Arts Director  
 suzanne.smithson@carlsbadca.gov or 442-339-2011

**Subject:** Donation to Library from the Joyce Gammon Trust Estate

**Districts:** All

**Recommended Action**

Adopt a resolution accepting a \$387,115 donation from the Joyce Gammon Trust Estate to the City of Carlsbad Library & Cultural Arts Department and authorizing the City Manager, or designee, to appropriate \$50,000 from a new Library & Cultural Arts Donations Special Revenue Fund to support delivery services to homebound patrons.

**Executive Summary**

In her trust, Joyce Gammon has gifted the Carlsbad City Library \$387,115 to support delivery services to homebound library users.

Carlsbad Municipal Code Section 2.08.100 requires the City Council's approval for the city to accept donations worth more than \$5,000.

**Explanation & Analysis**

Joyce Gammon was a long-time patron of the Georgina Cole Library, who passed away in April 2023. A lifelong lover of books, she registered for the homebound book delivery program when she could no longer get to the library. After Ms. Gammon developed vision problems, she came to rely on large type books and audiobooks, and frequently told staff she was going to donate to the library to support the homebound users program, including the purchase of additional large type books and audiobooks.

Staff plan to recognize the donation with name plates honoring Ms. Gammon in each book purchased with her gift. Staff also plan to explore ways to use this gift to expand homebound user services.

Staff recommend the City Council accept the \$387,115 donation and approve appropriation of \$50,000 of that donation to support delivery services to homebound patrons.

### **Fiscal Analysis**

The Joyce Gammon donation will be deposited in a new Library & Cultural Arts Donations Special Revenue Fund, with a designation for expenditures on supporting delivery services to homebound patrons. Staff are requesting that \$50,000 be appropriated now to pilot a modest expansion of homebound services. The remaining balance will be appropriated during the regular budget process or as needed to support homebound services.

### **Next Steps**

Library staff will work with the Finance Department to deposit the funds in the special revenue fund in accordance with Joyce Gammon's wishes, and appropriate \$50,000 for support of homebound services.

### **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. City Council resolution

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARLSBAD, CALIFORNIA, ACCEPTING A \$387,115 DONATION FROM THE JOYCE GAMMON TRUST ESTATE TO THE CITY OF CARLSBAD LIBRARY & CULTURAL ARTS DEPARTMENT AND AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO APPROPRIATE \$50,000 FROM A NEW LIBRARY & CULTURAL ARTS DONATIONS SPECIAL REVENUE FUND TO SUPPORT DELIVERY SERVICES TO HOMEBOUND PATRONS

WHEREAS, Joyce Gammon bequeathed a portion of her estate to the Carlsbad City Library to support delivery services to homebound patrons; and

WHEREAS, the Joyce Gammon donation of \$387,115 will be deposited in a Library & Cultural Arts Donations Special Revenue Fund; and

WHEREAS, Library and Cultural Arts staff is requesting appropriation of \$50,000 of the total donation now to support homebound services in accordance with Joyce Gammon's wishes; and

WHEREAS, the remaining donation balance will be appropriated during the regular budget process or as needed to support homebound services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carlsbad, California, as follows:

1. That the above recitations are true and correct.
2. That the City Council accepts a gift of \$387,115 from the Joyce Gammon Trust Estate, which will be directed to the Library & Cultural Arts Donations Special Revenue Fund to be used in accordance with Joyce Gammon's wishes.
3. That the City Manager, or designee, is authorized to appropriate \$50,000 of the donation to the Library & Cultural Arts Department's Fiscal Year 2024-25 operating budget to support delivery services for homebound patrons.

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Carlsbad on the \_\_\_ day of \_\_\_\_\_, 2024, by the following vote, to wit:

AYES:

NAYS:

ABSTAIN:

ABSENT:

---

KEITH BLACKBURN, Mayor

---

SHERRY FREISINGER, City Clerk  
(SEAL)



MUNICIPAL WATER DISTRICT

# Staff Report

**Meeting Date:** June 11, 2024

**To:** President and Board Members

**From:** Scott Chadwick, Executive Manager

**Staff Contact:** Timothy Smith, Utilities Maintenance Planner  
timothy.smith@carlsbadca.gov, 760-421-6434

Stephanie Harrison, Utilities Technical Services Manager  
stephanie.harrison@carlsbadca.gov, 442-339-2310

**Subject:** Approval of Plans, Specifications and Contract Documents and Authorization to Advertise for Bids for the Valve Replacement Phase III Project

**Districts:** All

## Recommended Action

Adopt a Carlsbad Municipal Water District Board of Directors resolution approving plans, specifications and contract documents and authorizing the Secretary to the Board of Directors to advertise for bids for the Valve Replacement Phase III Project.

## Executive Summary

The repair or replacement of inoperable valves is an integral component of a well-managed water distribution system. The Carlsbad Municipal Water District's Water Valve Repair/Replacement Program ensures reliable water delivery, helps maintain high service levels to customers and reduces water loss by repairing or replacing broken valves throughout the system. Phase III of the multi-year program will install 87 valves at 26 prioritized locations throughout the CMWD's service area.

Staff recommend that the CMWD Board approve the plans, specifications, and contract documents and authorize the Secretary to the Board to advertise and receive bids for the Valve Replacement Phase III Project, CIP Project No. 5019-F.

## Explanation & Analysis

The CMWD is committed to effective management of its assets to ensure the continued provision of superior water service. To safeguard critical water service assets, the district has initiated a multi-year Water Valve Repair/Replacement Program, Capital Improvement Program Project No. 5019. This program is designed to address the repair or replacement of valves determined to be inoperable during routine maintenance checks or operational procedures.

The CMWD has prioritized the replacement of broken valves throughout the system based on the anticipated consequence to the public if a valve fails. A valve is determined to have a higher consequence of failure if the loss of that valve would have a greater public impact. This includes

valves near critical public service facilities, major transportation routes, major transmission lines or sensitive environmental areas.

- The initial phase of the program, Project No. 5019-A, was completed in 2019. This phase involved replacement of malfunctioning valves at 19 prioritized locations throughout the CMWD’s service area.
- The second phase of the program, Project No. 5019-E, was completed in 2021. This phase replaced broken valves in 20 additional locations throughout the service area.
- This third phase of the program, CIP Project No. 5019-F, will replace broken valves at 26 additional locations throughout the service area. Subsequent phases will replace other broken valves.

Because excavation to replace these broken valves will have associated costs and service disruption, the CMWD identified other improvements that could be conducted at the same time to minimize multiple disruptions. In addition to replacing broken valves, the CMWD plans to replace any valves that are on the same fitting as the broken valves and of the same age. Staff will also install an additional valve on the same fitting if it will provide better system control.

In addition to these valves, the project includes installation of various pieces of equipment at each site to enable safe draining, refilling and protection of the pipelines during maintenance activities.

The project will install 87 valves at 26 key locations, categorized in the following table, as shown in Exhibit 2.

<b>Valve Replacement Phase III Project Capital Improvement Program Project No. 5019-F</b>	
Existing valves to be replaced	57
New valves to be installed to improve system operations	30
<b>TOTAL</b>	<b>87</b>

The construction contract for the project will contain general performance standards, technical specifications, and notification requirements to minimize disruptions and a one-year warranty period. Construction is expected to take about a year. The construction contract includes charges that may be assessed for each day in excess of the time specified for completion of the work.

### Fiscal Analysis

The engineer’s construction estimate for the project is \$3,783,000. The total project cost of \$4,553,000 includes the construction cost, contingency, engineering support, public outreach and construction management and inspection services. The project will be funded as part of the Water Valve Repair/Replacement Program, Capital Improvement Program Project No. 5019. Additional funding is not needed at this time, though it may be necessary to cover construction costs if a contract is awarded.



The table below provides a summary of the available funds and estimated costs.

<b>Water Valve Repair/Replacement Program Capital Improvement Program Project No. 5019</b>	
Total appropriation to date	\$8,820,000
Total expenditures and encumbrances to date	-\$5,357,192
<b>Total available funding</b>	<b>\$3,462,808</b>
<b>Valve Replacement Phase III Capital Improvement Program Project No. 5019-F</b>	
Construction contract (engineer’s estimate)	-\$3,783,000
Construction contingency (approximately 10%)	-\$380,000
Construction management and engineering support, inspection and materials testing, staff and consultant (estimated)	-\$380,000
Community outreach during construction (estimated)	-\$10,000
<b>Total estimated construction cost</b>	<b>-\$4,553,000</b>
<b>Remaining balance</b>	<b>-\$1,090,192</b>
<b>Estimated additional appropriation (to be requested as needed at the time of contract award)</b>	<b>\$1,090,000</b>

As part of the fiscal year 2024-25 Capital Improvement Program preliminary budget, staff requested an additional appropriation of \$960,000 for the project. Staff will return to the CMWD Board after evaluating the bids and identifying the lowest responsive and responsible bidder and request additional appropriation, if necessary. There are sufficient funds in the water replacement reserve for the estimated additional appropriation.

**Next Steps**

Upon approval of the plans, specifications and contract documents by the CMWD Board, a notice to contractors inviting bids for the project will be advertised by the Secretary to the Board on the city’s bid site. Staff will then return to the Board to recommend awarding a contract to the lowest responsive and responsible bidder, which is expected to be in summer 2024.

**Environmental Evaluation**

This project is exempt from California Environmental Quality Act review under CEQA Guidelines Section 15302(c) - replacement or reconstruction of an existing utility system and/or facility involving negligible or no expansion of capacity.

**Exhibits**

1. Carlsbad Municipal Water District Board resolution
2. Location map
3. [Plans, specifications and contract documents](#) (on file in the Office of the Secretary to the Board)

**RESOLUTION NO.**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CARLSBAD MUNICIPAL WATER DISTRICT, APPROVING PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS AND AUTHORIZING THE SECRETARY TO THE BOARD OF DIRECTORS TO ADVERTISE FOR BIDS FOR THE VALVE REPLACEMENT PHASE III PROJECT

WHEREAS, the Carlsbad Municipal Water District, or CMWD, Board has determined that it is necessary, desirable and in the public interest to replace broken valves at prioritized locations and make other improvements at the same locations; and

WHEREAS, the plans, specifications and contract documents to provide all labor, materials, tools, equipment, transportation and other expenses necessary, or incidentals of the project, for Valve Replacement Phase III Project, Capital Improvement Program, or CIP, Project No. 5019-F, to replace 57 existing valves and install 30 new valves to improve system operations at 26 key locations, have been prepared, are on file in the Office of the Secretary to the Board and are incorporated by reference herein; and

WHEREAS, the engineer's estimate for construction of the project is \$3,783,000; and

WHEREAS, the project will be funded as part of the Water Valve Repair/Replacement Program, CIP Project No. 5019; and

WHEREAS, the City of Carlsbad's City Planner has determined that the project is exempt from California Environmental Quality Act, or CEQA, review under CEQA Guidelines Section 15302(c) - replacement or reconstruction of an existing utility system and/or facility involving negligible or no expansion of capacity.

NOW, THEREFORE, BE IT RESOLVED by the Carlsbad Municipal Water District Board of the City of Carlsbad, California, as follows:

1. That the above recitations are true and correct.
2. That the plans, specifications and contract documents for the Valve Replacement Phase III Project, CIP Project No. 5019-F, are on file in the Office of the Secretary to the Board are hereby approved.
3. That the Secretary to the Board is hereby authorized and directed to publish, in accordance with state law, a Notice to Contractors Inviting Bids for construction of the

Valve Replacement Phase III Project, CIP Project No. 5019-F, in accordance with the plans, specifications and contract documents referred to herein.

PASSED, APPROVED AND ADOPTED at a Special Meeting of the Board of Directors of the Carlsbad Municipal Water District of the City of Carlsbad on the \_\_\_ day of \_\_\_\_\_, 2024 by the following vote, to wit:

AYES:

NAYS:

ABSTAIN:

ABSENT:

---

KEITH BLACKBURN, President

---

SHERRY FREISINGER, Secretary  
(SEAL)

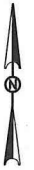


G-4


REVIEWED BY:	RECORD DRAWING X/X/XXXX	
INSPECTOR	DATE	
<small>THIS RECORD DRAWING HAS BEEN PREPARED, IN PART, BASED ON INFORMATION PROVIDED BY OTHERS. TO THE BEST KNOWLEDGE OF THE INSPECTOR INFORMATION PROVIDED IS REASONABLY ACCURATE.</small>	DRAWING NO. XXX-X	DWN BY: <u>CPR</u> CHKD BY: <u>BT</u> RVWD BY: <u>KH</u>
	SHEET 4 OF 60	PROJECT NO. 5019-F

<b>CITY OF CARLSBAD</b> ENGINEERING DEPARTMENT	
RECORD PLANS FOR: <b>CMWD VALVE REPLACEMENT PHASE III</b>	
SITE NO.: KEYPLAN II	
ACCEPTED BY:	X/X/XXXX
DISTRICT ENGINEER	DATE

June 11, 2024



G-3

REVIEWED BY:		RECORD DRAWING <u>X/X/XXXX</u>	
INSPECTOR		DATE	
<small>THIS RECORD DRAWING HAS BEEN PREPARED, IN PART, BASED ON INFORMATION PROVIDED BY OTHERS. TO THE BEST KNOWLEDGE OF THE INSPECTOR INFORMATION PROVIDED IS REASONABLY ACCURATE.</small>	DRAWING NO. <b>XXX-X</b>	DWN BY: <u>CPR</u>	CHKD BY: <u>BT</u>
		RVWDBY: <u>KH</u>	
	SHEET <b>3</b> OF <b>60</b>	PROJECT NO. <b>5019-F</b>	

<b>CITY OF CARLSBAD</b>	
ENGINEERING DEPARTMENT	
RECORD PLANS FOR:	
<b>CMWD VALVE REPLACEMENT PHASE III</b>	
SITE NO.: <b>KEYPLAN I</b>	
ACCEPTED BY:	
<u>X/X/XXXX</u>	
DESIGNER	Page 7 of 8

June 11, 2024

## Exhibit 3

[Plans, specifications and contract documents](#)  
(on file in the Office of the Secretary to the Board)



MUNICIPAL WATER DISTRICT  
**Staff Report**

**Meeting Date:** June 11, 2024

**To:** President and Board Members

**From:** Scott Chadwick, Executive Manager

**Staff Contact:** Keri Martinez, Utilities Senior Engineer  
keri.martinez@carlsbadca.gov, 442-339-2354  
Mariel Cairns, Management Analyst  
mariel.cairns@carlsbadca.gov, 442-339-5367

**Subject:** 2024 Annual Water Shortage Assessment Report

**Districts:** All

**Recommended Action**

Adopt a resolution approving the 2024 Annual Water Shortage Assessment Report and authorizing submittal of the assessment tabular report to the California Department of Water Resources on or before July 1, 2024, and granting authority to the Executive Manager to incorporate requested revisions made by the Carlsbad Municipal Water District Board of Directors, if any, into the report prior to its submission.

**Executive Summary**

California Water Code Section 10632.1 requires urban water suppliers, including the Carlsbad Municipal Water District to conduct an annual water supply and demand assessment and submit this data in an annual water shortage assessment. The 2024 annual report, which covers the period from July 1, 2024, to June 30, 2025 (Attachment A to Exhibit 1) must be submitted to the California Department of Water Resources on or before July 1, 2024.

The purpose of the annual assessment is to determine whether anticipated water supplies will adequately meet anticipated demands under both current and dry-year conditions. The assessment is intended as a tool to assist with local and statewide water supply planning to address any anticipated water shortages.

The CMWD's annual assessment in the 2024 annual report indicates that the current water supplies will adequately meet the demands in fiscal year 2024-25.

To comply with the requirements established in the CMWD's Water Shortage Contingency Plan, the 2024 annual report must be approved by the CMWD Board.

## Explanation & Analysis

The CMWD Board approved the district's Water Shortage Contingency Plan when it approved the 2020 Urban Water Management Plan on June 8, 2021. The water shortage response actions in the contingency plan determine how to address identified water shortages. Suppliers use their water supply and demand assessment procedures from the contingency plan, along with supporting information from their management plan, to conduct annual supply and demand assessments to predict potential shortages and submit the results in an annual report to the Department of Water Resources.

Information in the report includes anticipated demand based on historical uses, anticipated supplies based on current sources, any identified shortages, triggered shortage response actions, compliance and enforcement actions, and communication actions consistent with the supplier's contingency plan.

Estimated water demand projections are based on past and current years' data and include residential, commercial, industrial, institutional, agricultural, irrigation and fire protection use and expected water losses. Since the Department of Water Resources requires these demand projections to represent a dry year, an additional 7% of water use is added to the demand calculations, in accordance with the approved management plan procedures. Demand projections also include estimates for expected water distribution system losses based on historical data.

Drought Response Level 1 actions were implemented in FY 2023-24 and the region had heavier than normal precipitation. The demand was projected at 18,415 acre-feet and the actual demand was 16,201 acre-feet of water.<sup>1</sup> While conservation actions consistent with Drought Response Level 1 continue to be implemented, the projected total demand for FY 2024–25 without conservation efforts and under a dry-year scenario is estimated at 18,967 acre-feet, approximately 2,800 acre-feet more than last year's actual demand.

The CMWD's projected supplies include:

- 13,122 acre-feet potable water purchased from the San Diego County Water Authority
- 2,500 acre-feet desalinated seawater purchased from the San Diego County Water Authority
- 3,345 acre-feet of recycled water total from the CMWD's two recycled water sources, the Carlsbad Water Recycling Facility and the Vallecitos Water District

The CMWD's assessment indicates that sufficient water supplies are available to meet customer demands under the Department of Water Resources' scenarios for dry-year conditions. While not required to meet anticipated demands, the CMWD will continue to implement demand reduction actions for Drought Response Level 1, which would likely reduce demands further. The CMWD consistently operates at a Drought Response Level 1 even when there is not a formal drought declaration to encourage conservation best practices in our arid climate.

---

<sup>1</sup> One acre-foot is approximately 325,900 gallons of water, enough to supply 2.5 average families of four for a year.



Level 1 actions are voluntary and include actions such as not washing down hard surfaces, such as driveways, patios, sidewalks and parking lots with a hose, unless necessary for safety or sanitation.

### **Fiscal Analysis**

The 2024 annual report has no financial impact although the projects and policies that are developed from its findings, if any, may have a financial impact. These impacts will be disclosed and brought before the CMWD Board for consideration as the projects or policies are identified or implemented.

### **Next Steps**

With the CMWD Board's approval, staff will submit the 2024 report to the Department of Water Resources on or before July 1, 2024.

### **Environmental Evaluation**

The proposed action is exempt from the California Environmental Quality Act under CEQA Guidelines Section 15282(v) and Water Code Section 10652, which applies to the preparation and adoption of an annual water supply and demand assessment in compliance with Section 10632.1 of the Water Code.

### **Exhibit**

1. Carlsbad Municipal Water District Board resolution

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CARLSBAD MUNICIPAL WATER DISTRICT OF THE CITY OF CARLSBAD, CALIFORNIA, APPROVING THE 2024 ANNUAL WATER SHORTAGE ASSESSMENT REPORT AND AUTHORIZING SUBMITTAL OF THE ASSESSMENT TABULAR REPORT TO THE CALIFORNIA DEPARTMENT OF WATER RESOURCES ON OR BEFORE JULY 1, 2024, AND GRANTING AUTHORITY TO THE EXECUTIVE MANAGER TO INCORPORATE REQUESTED REVISIONS MADE BY THE CARLSBAD MUNICIPAL WATER DISTRICT BOARD OF DIRECTORS, IF ANY, INTO THE REPORT PRIOR TO ITS SUBMISSION

WHEREAS, California Water Code 10632.1 requires urban water suppliers to conduct an annual water supply and demand assessment and submit this data in an Annual Water Shortage Assessment Report to the California Department of Water Resources on or before July 1 each year; and

WHEREAS, the Carlsbad Municipal Water District, or CMWD, is an urban water supplier subject to this requirement and must submit the results of this annual assessment on or before July 1, 2024; and

WHEREAS, the CMWD Board approved last year's assessment on June 20, 2023; and

WHEREAS, the purpose of this annual water supply and demand assessment is to determine whether anticipated current water supplies will adequately meet anticipated demands under current and dry-year conditions and to assist with local and statewide water supply planning to address chronic water shortages; and

WHEREAS, the annual water supply and demand assessment determined that projected water supplies for fiscal year 2024-25 will meet the anticipated demands under current and dry-year conditions; and

WHEREAS, the City Planner has determined that the Project is statutorily exempt from the proceedings of the California Environmental Quality Act, or CEQA, pursuant to CEQA Guidelines Article 18, Section 15282(v) and Water Code Section 10652, in compliance with Section 10632 of the Water Code.

NOW, THEREFORE, BE IT RESOLVED by the Carlsbad Municipal Water District Board of Directors of the City of Carlsbad, California, as follows:

1. That the above recitations are true and correct.
2. That the Board approves the 2024 Annual Water Shortage Assessment Report attached as Attachment A.

3. That the Executive Manager is hereby authorized and directed to submit the 2024 Annual Water Shortage Assessment Report to the California Department of Water Resources on or before July 1, 2024.
4. That the Executive Manager is authorized to incorporate requested revisions made by the Board, if any, into the report prior to submitting to the California Department of Water Resources.

PASSED, APPROVED AND ADOPTED at a Special Meeting of the Board of Directors of the Carlsbad Municipal Water District on the \_\_ day of \_\_\_\_\_, 2024, by the following vote, to wit:

AYES:

NAYS:

ABSTAIN:

ABSENT:

---

KEITH BLACKBURN, President

---

SHERRY FREISINGER, Secretary  
(SEAL)

**Table 1. Annual Assessment Information**

Annual Assessment Information	
<b>Year Covered By This Shortage Report (Required)</b>	
Start: July 1,	2024
End: June 30,	2025
<b>Volume Unit for Reported Supply and Demand:</b> <i>(Must use the same unit throughout)</i>	AF
<b>Supplier's Annual Assessment Planning Cycle (Required)</b>	
Start Month:	July
End Month:	June
<b>Data Interval:</b>	Monthly (12 data points per year)
<b>Water Supplier's Contact Information (Required)</b>	
Water Supplier's Name:	Carlsbad Municipal Water District
Contact Name:	Keri Martinez
Contact Title:	Utilities Senior Engineer
Street Address:	5950 El Camino Real
ZIP Code:	92008
Phone Number:	442-200-2376
Email Address:	keri.martinez@carlsbadca.gov
<b>Report Preparer's Contact Information</b> <i>(if different from above)</i>	
Preparer's Organization Name:	
Preparer's Contact Name:	
Phone Number:	
Email Address:	
<b>Supplier's Water Shortage Contingency Plan</b>	
<b>WSCP Title</b>	CMWD UMWP 2020 Chapter 8 Water Shortage Contingency Planning
<b>WSCP Adoption Date</b>	6/8/2021
<b>Other Annual Assessment Related Activities</b>	
Activity	Timeline/ Outcomes / Links / Notes
Annual Assessment/ Shortage Report Title:	24-25 Annual Water Shortage Assessment Staff Report to CMWD Board
Annual Assessment / Shortage Report Approval Date:	6/11/2024
Other Annual Assessment Related Activities:	
<i>(Add rows as needed)</i>	





	Start Year: 2024												AF	May	Jun <sup>3</sup>	Total
	Volumetric Unit Used <sup>1</sup>															
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun <sup>3</sup>				
Anticipated Unconstrained Demand	1475.3	1790.8	1573.8	1459.2	1468.6	1385.1	1193.6	1014.8	884.2	1026.7	1125.6	1383.8	15621.47			
Anticipated Total Water Supply	1475.3	1790.8	1573.8	1459.2	1468.6	1385.1	1193.6	1014.8	884.2	1026.7	1125.6	1383.8	15621.47			
Surplus/Shortage w/o WSCP Action	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			
% Surplus/Shortage w/o WSCP Action	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%			
State Standard Shortage Level	0	0	0	0	0	0	0	0	0	0	0	0	0			
Planned WSCP Actions <sup>2</sup>																
Benefit from WSCP: Supply Augmentation	160.8	188.7	171.5	159.1	160.1	145.5	130.1	110.6	90.9	111.9	122.7	150.8	1702.7			
Benefit from WSCP: Demand Reduction	160.8	188.7	171.5	159.1	160.1	145.5	130.1	110.6	90.9	111.9	122.7	150.8	1702.7			
Revised Surplus/Shortage with WSCP	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%			
% Revised Surplus/Shortage with WSCP	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%			

<sup>1</sup> Assessments are based on best available data at time of submitting the report and actual volumes could be different due to many factors.  
<sup>2</sup> Units of measure (AF, CCF, MG) must remain consistent.  
<sup>3</sup> When optional monthly volumes aren't provided, verify Tables 2 and 3 use the same columns for data entry and are reflected properly in Table 4 and make sure to use those same columns to enter the benefits from Planned WSCP Actions. Please see directions on the shortage balancing exercise in the Table instructions. If a shortage is projected, the supplier is highly recommended to perform a monthly analysis to more accurately identify the time of shortage.  
<sup>4</sup> If you enter any WSCP Benefits, then you must enter the corresponding planned Actions into Table 5.

←-----  
 ←-----  
 This row would allow Supplier to include a supply augmentation action that may ONLY trigger with a particular 'shortage level' selected  
 This row would allow Supplier to represent the likely reduction in water use expected by the 'shortage response' that is implemented (e.g. limited outdoor irrigation would

	Start Year: 2024												AF	May	Jun <sup>3</sup>	Total
	Volumetric Unit Used <sup>1</sup>															
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun <sup>3</sup>				
Anticipated Unconstrained Demand: Non-Potable	394.0	490.4	411.3	363.0	353.0	288.8	167.1	81.4	30.8	103.3	172.6	489.7	3,345.28			
Anticipated Total Water Supply: Non-Potable	394.0	490.4	411.3	363.0	353.0	288.8	167.1	81.4	30.8	103.3	172.6	489.7	3,345.28			
Surplus/Shortage w/o WSCP Action: Non-Potable	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			
% Surplus/Shortage w/o WSCP Action: Non-Potable	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%			
Planned WSCP Actions <sup>2</sup>																
Benefit from WSCP: Supply Augmentation																
Benefit from WSCP: Demand Reduction																
Revised Surplus/Shortage with WSCP	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			
% Revised Surplus/Shortage with WSCP	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%			

<sup>1</sup> Assessments are based on best available data at time of submitting the report and actual volumes could be different due to many factors.  
<sup>2</sup> Units of measure (AF, CCF, MG) must remain consistent.  
<sup>3</sup> When optional monthly volumes aren't provided, verify Tables 2 and 3 use the same columns for data entry and are reflected properly in Table 4 and make sure to use those same columns to enter the benefits from Planned WSCP Actions. Please see directions on the shortage balancing exercise in the Table instructions. If a shortage is projected, the supplier is highly recommended to perform a monthly analysis to more accurately identify the time of shortage.  
<sup>4</sup> If you enter any WSCP Benefits, then you must enter the corresponding planned Actions into Table 5.

←-----  
 ←-----  
 This row would allow Supplier to include a supply augmentation action that may ONLY trigger with a particular 'shortage level' selected  
 This row would allow Supplier to represent the likely reduction in water use expected by the 'shortage response' that is implemented (e.g. limited outdoor irrigation would

Table 5: Planned Water Shortage Response Actions				July 1, 2024		to June 30, 2025	
Anticipated Shortage Level Drop-down List of State Standard Levels (1 - 6) and Level 0 (No Shortage)	ACTIONS <sup>1</sup> : Demand Reduction, Supply Augmentation, and Other Actions. (Drop-down List) These are the only categories that will be accepted by the WUEdata online submittal tool. Select those that apply.	Is action already being implemented? (Y/N)	How much is action going to reduce the shortage gap? (Optional)		When is shortage response action anticipated to be implemented <sup>2</sup> ?		
			Enter Amount	(Drop-down List) Select % or Volume Unit	Start Month	End Month	
<i>Add additional rows as needed</i>							
0 (No Shortage)	Landscape - Limit landscape irrigation to specific	Yes	0.9	%	July	June	
0 (No Shortage)	CII - Other CII restriction or prohibition	Yes	0.2	%	July	June	
0 (No Shortage)	Other - Customers must repair leaks, breaks, and malfunctions in a timely manner	Yes	0.9	%	July	June	
0 (No Shortage)	Expand Public Information Campaign	Yes	4.7	%	July	June	
0 (No Shortage)	Provide Rebates for Landscape Irrigation Efficiency	Yes	4.2	%	July	June	
<p>NOTES: Notes Section to be used only for clarifying details, and not for listing specific actions. Actions must be entered into table rows above.</p>							
<p><sup>1</sup>If you plan Supply Augmentation Actions then you must enter WSCP Benefits from Supply Augmentation Actions into Table 4. If you plan Demand Reduction Actions then you must enter WSCP Benefits from Demand Reduction Actions into Table 4.</p> <p><sup>2</sup>If an Action is planned to be implemented in multiple non-contiguous periods of the year, please make separate entries on multiple rows for the same action spanning the different implementation periods.</p>							





JOINT CITY COUNCIL AND  
CARLSBAD MUNICIPAL WATER DISTRICT

# Staff Report

**Meeting Date:** June 11, 2024

**To:** Mayor/President and City Council/Board Members

**From:** Scott Chadwick, City Manager/Executive Manager

**Staff Contacts:** Dave Padilla, Utilities Assistant Director/District Engineer  
dave.padilla@carlsbadca.gov, 442-339-2356  
Sean Diaz, Utilities Senior Engineer  
sean.diaz@carlsbadca.gov, 442-339-2350

**Subject:** Agreement with Kennedy/Jenks Consultants, Inc. for the Potable Water and Sewer Master Plan Updates

**Districts:** All

## Recommended Actions

1. Adopt a City Council resolution approving a professional services agreement with Kennedy/Jenks Consultants, Inc. for engineering services for the Potable Water and Sewer Master Plan updates.
2. Adopt a Carlsbad Municipal Water District Board resolution authorizing the use of the water operating budget for the Carlsbad Municipal Water District's portion of a professional services agreement with Kennedy/Jenks Consultants, Inc. for engineering services for the Potable Water and Sewer Master Plan updates.

## Executive Summary

The city and the Carlsbad Municipal Water District completed the last Potable Water and Sewer Master Plan updates in 2019. The proposed Master Plan updates will conduct water and sewer system evaluations and capacity assessments to ensure that the city and the CMWD have reliable and accurate planning documents to guide decisions on sewer and water projects and to continue providing high quality service to the community.

Staff recommend that the City Council approve a professional services agreement with Kennedy/Jenks Consultants, Inc. for a total amount not to exceed \$791,638 to provide engineering services for the Potable Water and Sewer Master Plan updates, and that the CMWD Board authorize the use of the water operating budget for \$367,393 of this total amount for the water portion of the contract.

Approval from the City Council and the CMWD Board is required for this agreement under Carlsbad Municipal Code Section 3.28.060 (D)(5) because the cost of these services exceeds \$100,000 per agreement year.

## Explanation & Analysis

The city will update the 2019 Sewer Master Plan and the CMWD will update the 2019 Potable Water Master Plan, which were based on data through 2016. The proposed master plans will

evaluate existing and future sewer and water demands, system capacities and development conditions based on the city's 2015 General Plan, as revised in the 2019 Village & Barrio Master Plan, and updates to the General Plan's Housing Element in 2021 and to the Housing Element and Public Safety Element in 2024, together with population projections through the planning horizon. The proposed master plans will identify the sewer and water system improvements necessary to support the growth projections in these planning documents or for regulatory compliance.

- On March 1, 2024, staff issued a request for proposals to solicit qualified firms interested in providing planning and engineering services for preparation of the Sewer Master Plan update and the Potable Water Master Plan update.
- Staff received two proposals on April 10, 2024. A selection committee comprising of city staff evaluated and ranked the proposals based on best-value criteria outlined in the request for proposals. The selection committee ranked Kennedy/Jenks as the most qualified consultant for this project based on consultant team qualifications, project approach and quality of the proposal.
- On April 24, 2024, staff completed negotiations for the scope of work and compensation in an amount not to exceed \$791,638.

Staff recommend that the City Council approve a professional services agreement with Kennedy/Jenks for a total amount not to exceed \$791,638 to provide engineering services for the Potable Water and Sewer Master Plan updates, and that the CMWD Board authorize the use of the water operating budget for \$367,393 of this total amount for the water portion of the contract.

The term of this agreement is for two years from the effective date. The City Manager may amend the agreement to extend it for one additional year.

### **Fiscal Analysis**

The cost of engineering services for the Sewer and Potable Water Master Plan is not to exceed \$791,638. Funds in the fiscal year 2023-24 Potable Water and Wastewater operating budgets are available to begin the Sewer and Potable Water Master Plan Updates.

### **Next Steps**

Upon approval by the City Council, the Mayor will execute a professional services agreement with Kennedy/Jenks. Staff will issue a purchase order and a notice to proceed for the master plan updates.

The master plan updates are estimated to be completed by the end of 2025. Upon completion, the Sewer and Potable Water Master Plan updates will be presented by staff for approval by the City Council and the CMWD Board in early 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, or CEQA, 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.

As the Sewer Master Plan update and Potable Water Master Plan updates are finalized, the project or projects identified will be subject to environmental review in keeping with the CEQA Guidelines.

**Exhibits**

1. City Council resolution
2. Carlsbad Municipal Water District Board resolution

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARLSBAD, CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH KENNEDY/JENKS CONSULTANTS, INC. FOR ENGINEERING SERVICES FOR THE POTABLE WATER AND SEWER MASTER PLAN UPDATES

WHEREAS, the City Council has determined that it is necessary, desirable and in the public interest to award a professional services agreement for engineering services for the Potable Water and Sewer Master Plan Updates; and

WHEREAS, on March 1, 2024, staff published a request for proposals for engineering services for the Potable Water and Sewer Master Plan Updates in accordance with Carlsbad Municipal Code, or CMC, Sections 3.28.050 and 3.28.060; and

WHEREAS, on April 10, 2024, staff received two proposals in response to the advertisement; and

WHEREAS, after a review of the proposals based on best-value criteria consistent with CMC Sections 3.28.050 and 3.28.060, staff selected Kennedy/Jenks Consultants, Inc., or KJ, as the most qualified firm for the project; and

WHEREAS, staff and KJ negotiated the scope of work and associated fee in an amount not to exceed \$791,638; and

WHEREAS, the portion attributable to the wastewater operating fund is \$424,245; and

WHEREAS, sufficient funding is available to complete the professional services for the project; and

WHEREAS, the City Planner has determined that pursuant to Public Resources Code Section 21065, the action to award a professional services agreement for planning, engineering, or environmental services does not constitute a “project” within the meaning of the California Environmental Quality Act in that it has no potential to cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment and therefore does not require environmental review at this time.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carlsbad, California, as follows:

1. That the above recitations are true and correct.
2. That the Mayor is hereby authorized and directed to execute a professional services agreement with KJ in an amount not to exceed \$791,638 for engineering services for the Potable Water and Sewer Master Plan Updates, of which \$424,245 is attributable to the wastewater operating fund, which is attached hereto as Attachment A.
3. That the City Manager is hereby authorized to amend the Agreement to extend the term for one (1) additional one (1) year period or parts thereof. If the City Manager extends the term of the Agreement, the amount shall not exceed \$100,000 per Agreement year.

PASSED, APPROVED AND ADOPTED at a Joint Special Meeting of the City Council and the Carlsbad Municipal Water District Board of Directors of the City of Carlsbad on the \_\_ day of \_\_\_\_\_, 2024, by the following vote, to wit:

AYES:

NAYS:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
KEITH BLACKBURN, Mayor

\_\_\_\_\_  
SHERRY FREISINGER, City Clerk  
(SEAL)

**AGREEMENT FOR SEWER AND POTABLE WATER MASTER PLAN UPDATES SERVICES  
KENNEDY/JENKS CONSULTANTS, INC.**

THIS AGREEMENT is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Carlsbad, California, a municipal corporation ("City") and Kennedy/Jenks Consultants, Inc., a California corporation ("Contractor").

**RECITALS**

A. City requires the professional services of a consultant that is experienced in sewer master planning and, on behalf of the Carlsbad Municipal Water District ("CMWD"), requires the professional services of a "design professional" (as that term is defined under Civil Code section 2782.8), for sewer and water master planning.

B. Contractor has the necessary experience in providing professional services and advice related to sewer and water master planning.

C. Contractor has submitted a proposal to City under Request for Proposals No. RFP24-2405UTIL 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 two (2) years from the date first above written. The City Manager may amend the Agreement to extend it for one (1) additional one (1) year period or parts thereof. Extensions will be based upon a satisfactory review of Contractor's performance, City or CMWD's needs, and appropriation of funds by the City Council and/or Board of the CMWD. 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 amount payable for the Services to be performed during the initial Agreement term shall not exceed seven hundred ninety-one thousand six hundred thirty-eight dollars (\$791,638). 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 the total amount

of the original Agreement. The City reserves the right to withhold a ten percent (10%) retention until City or CMWD 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. CONSTRUCTION MANAGEMENT SOFTWARE**

Procore Project Management and Collaboration System. This project may utilize the Owner's Procore ([www.procore.com](http://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.

## **7. 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 and CMWD 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.

**8. 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.

**9. OTHER CONTRACTORS**

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

**10. INDEMNIFICATION**

Contractor agrees to defend (with counsel approved by the City), indemnify and hold harmless the City of Carlsbad, the Carlsbad Municipal Water District, and each of their officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney's 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.

If Contractor's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code Section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, and, upon Contractor obtaining a final adjudication by a court of competent jurisdiction. Contractor's liability for such claim, including the cost to defend, shall not exceed the Contractor's proportionate percentage of fault.

The parties expressly agree that any payment, attorney's fee, cost 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.

**11. 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.

11.1 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.

11.1.1 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.

11.1.2 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.

11.1.3 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.

11.1.4 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.

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

11.2.1 The City and Carlsbad Municipal Water District will be named as an additional insured on Commercial General Liability which shall provide primary coverage to the City.

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

11.2.3 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.

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

11.4 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.

11.5 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.

**12. 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.

**13. ACCOUNTING RECORDS**

Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable and distinguish between costs incurred by the City and costs incurred by CMWD. 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.

**14. 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.

**15. 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.

**16. 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 Sean Diaz  
 Title Senior Engineer  
 Department Public Works  
City of Carlsbad  
 Address 5950 El Camino Real  
Carlsbad, CA 92008  
 Phone No. 442-200-7222

For Contractor

Name Paul Chau  
 Title Project Manager  
 Address 35 N. Lake Avenue, Suite 550  
Pasadena, CA 91101  
 Phone No. 626-568-4311  
 Email PaulChau@kennedyjenks.com

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.

**17. 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

**18. 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.

**19. 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>.

**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.

City may terminate this Agreement by tendering thirty (30) days written notice to Contractor. Contractor may terminate this Agreement by tendering sixty (60) 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.

**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.

**25. THIRD PARTY BENEFICIARIES.**

The parties acknowledge and agree that the Carlsbad Municipal Water District is an intended third-party beneficiary of the Agreement and may enforce the terms of the Agreement as if the Carlsbad Municipal Water District was a named party to the 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. This Agreement may be executed in counterparts.

**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.

[signatures on following page]

Executed by Contractor this 4th day of June, 2024.

CONTRACTOR  
KENNEDY/JENKS CONSULTANTS, INC., a  
California corporation

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

By:

*Paul Chau*

(sign here)

By:

KEITH BLACKBURN, Mayor

Paul Chau, Vice President  
(print name/title)

ATTEST:

SHERRY FREISINGER, City Clerk

By:

*GERARD CAVALUZZI*

(sign here)

By:

Deputy City Clerk

Gerald P. Cavaluzzi, Vice President & Secretary  
(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:

CINDIE K. McMAHON, City Attorney

BY:

*Gina Herrera*

Assistant City Attorney

**EXHIBIT A****SCOPE OF SERVICES AND FEE**

Consultant to update the 2019 Sewer Master Plan (SMP) and the 2019 Potable Water Master Plan (WMP) for a fee not-to-exceed \$791,638.

All data collected or deliverables prepared by the Consultant will be provided to the City/CMWD in electronic format compatible with the Microsoft platform (Excel spreadsheets, Word files, etc.), Adobe PDF, Potable Water and Sewer Hydraulic Modeling files, and AutoCAD (.dwg) files as applicable. GIS data files shall be in ArcGIS Pro format. All documents and data produced for this project shall be considered property of the City/CMWD.

As part of the Master Plan Updates, the following City and CMWD hydraulic models shall be updated and converted to the most current version of the selected modeling software, as determined in the evaluation and selection of hydraulic modeling software task:

- InfoSWMM® Sewer Model
- InfoWater® Potable Water Model

The following table provides a summary of the tasks and deliverables included in the scope of services:

<b>Task</b>	<b>Deliverables</b>
Task 1 – Project Management	• Meeting Agendas and Minutes; Project Management Plan; Monthly Project Status Reports and Invoices
Task 2 – Data Collection, Research, and Review	• Data Request Tracking Log and updates; Basis of Planning Meeting Agenda/ Minutes; TM No. 1 Basis of Planning; Sewer flow monitoring report
Task 3 – Existing Facilities	• Existing facilities database spreadsheets
Task 4 – Potable Water Demand Analysis	• Excel-based demand forecast tool; Potable water demand forecast evaluations and graphics (incorporate in TM No. 2 in Task6)
Task 5 – Potable Water Supply Analysis	• Summarize deficiencies and provide recommendations in TM No. 2 in Task 6.
Task 6 – Regulatory Analysis	• TM No. 2, Potable Water Supply, Demands and Regulatory Analysis
Task 7 – Hydraulic Models	• 7A: Draft and final calibration plan; TM No. 4 Potable Water Hydraulic Model Calibration • 7B: TM No. 5 Sewer Model System Calibration • 7C: TM No. 3 Evaluation and Recommendation for Hydraulic Modeling Software
Task 8 – Existing System Analysis	• 8A: Summarize deficiencies and provide recommendations for the Existing Water System Analysis in TM No. 6, Task 9. • 8B: Summarize deficiencies and provide recommendations for the Existing Sewer System Analysis in TM No. 6, Task 9.

Task 9 – Future System Analysis	9A: TM No. 6, Existing and Future Potable Water Analysis; Updated Potable Water Model (System Model Maps, All Run Scenario Reports, All Source Files) 9B: TM No. 5 Existing and Future Sewer System Analysis; Updated Sewer Model (System Model Maps, All Run Scenario Reports, All Source Files)
Task 10 – Capital Improvement Programs	10A: TM No. 7, Potable Water CIP and unit costs for facility construction. 10B: TM No. 7, Sewer CIP and unit costs for facility construction.
Task 11 – Prepare Draft and Final Reports	For each of the two reports: <ul style="list-style-type: none"> <li>• Prepare an outline of the proposed report organization.</li> <li>• Prepare Draft Reports.</li> <li>• Prepare Final Reports.</li> </ul>

Consultant’s services shall include the following tasks and activities for each individual Master Plan Update, as applicable:

### **Task 1 – Project Management**

The Consultant shall provide one Project Manager for each master plan who shall serve as the primary point of contact. The Consultant will provide project coordination and communication, invoicing, schedule and budget tracking.

At a minimum, the Consultant’s Project Director, Project Manager and key support staff shall attend each meeting. The Consultant shall prepare and submit meeting minutes to the City/CMWD within three (3) business days for review and concurrence.

- 1.1 Kick-Off Meeting** – The Consultant shall attend an in-person kick-off meeting with City/CMWD staff. Prepare and submit meeting agenda and meeting minutes. Up to 3 KJ staff will attend in person.
- 1.2 Coordination Meetings** – The Consultant shall conduct up to six meetings with other City departments (e.g., IT, Community Development - Planning, and Fire). The Consultant shall attend one meeting each with partner agency stakeholders: Encina Wastewater Authority (EWA), the City of Vista/Buena Sanitation District, the City of Oceanside, the City of Encinitas, Leucadia Wastewater District, Olivenhain Water District, Vista Irrigation District, and Vallecitos Water District. Prepare and submit meeting agendas and meeting notes. All meetings with partner agencies shall be coordinated through the CMWD/City Project Manager. It is assumed that all 6 meetings will be virtual. Up to 2 KJ staff will attend each meeting.
- 1.3 Progress Meetings** – The Consultant shall attend up to 12 progress review meetings to discuss project status, request or present information, and gain concurrence on key project issues. Six of the meetings shall be attended in-person. The Consultant shall participate in monthly teleconference calls or Microsoft Teams meetings to keep the City/CMWD Project Manager apprised of project status. Prepare and submit meeting agendas and meeting notes. 1 KJ staff will attend each in-person meeting.



- 1.4 Project Management Plan** – Prepare a PMP at the onset of the project to include an Executive Summary, Project Scope and Deliverables, Project Schedule (Gantt chart), Project Team and Responsibilities, Risk and Issue Management Plan, Communication Management Plan, and Cost and Quality Management Plan. Throughout the project, provide general project management functions, prepare and maintain the PMP and monitor progress and budget. Provide a summary of work performed with each invoice. Submit monthly project schedule updates with each status meeting.
- 1.5 QA/QC** – Project deliverables will undergo quality reviews prior to submittal to the City in accordance with KJ’s Quality Control Program. An internal team project initiation review meeting and Concept & Criteria Review meeting will be conducted to review project approach and methodology early in the process. As the project is executed, other QC reviews are performed at appropriate milestones, which are generally associated with submittals to CMWD; internal QC review will occur prior to submission of a submittal.

*Task 1 Deliverables:*

- Meeting Agendas and Minutes
- Project Management Plan
- Monthly Project Status Reports and Invoices

**Task 2 – Data Collection, Research and Review**

City/CMWD will provide the consultant with the latest GIS data files, existing hydraulic models, as-built drawings and records of CMWD water and City wastewater facilities. GIS shape files, geodatabases, engineering standards and specifications will be made available at this time. The Consultant shall review these records and gather additional information to support the planning and engineering evaluations.

- 2.1 Data Collection and Review.** Prepare and maintain a data request tracking log and provide common access among all team members via Microsoft Teams or other City/CMWD approved data management platform. Obtain and review all available and pertinent information, reports, data, and mapping relevant to the Master Plan Updates including, but not limited to the following:
- The 2012 and 2019 Water Master Plans.
  - The 2012 and 2019 Sewer Master Plans.
  - The 2019 Asset Management Master Plan.
  - The 2015 and 2020 Urban Water Management Plans.
  - Existing hydraulic models with current GIS and SCADA data.
  - Water and sewer monthly billing records, 2017 through 2024.
  - Hourly water meter AMI data for the past 2 years.
  - General Plan zoning and land use data including the Housing Element (2021-2029), Final EIR and Supplemental EIR for the 2024 Housing Element Update, and the Village & Barrio Master Plan.
  - Relevant planning reports including building permits issued, development monitoring reports, and pending planning applications for proposed developments, years 2017 through 2024.
  - Interagency agreements and Memorandum of Understanding with Buena Sanitation District, City of Vista, Vallecitos Water District, Leucadia Wastewater District and Encina Wastewater Authority.

- Uniform Contract with the SDCWA for purchase of desalinated water.
- Engineering reports, documents, engineering standards, regulatory standards and policies.
- Operational data including Supervisory Control and Data Acquisition (SCADA) settings and controls, pipe condition assessment reports, corrosion reports.
- The City of Carlsbad's Asset Register data. The Asset Register includes the asset conditions and remaining useful life of existing assets to be considered in the preparation of each Master Plan Update and developing priorities for proposed CIP Projects.
- Sewer flow data from Encina Wastewater Authority meters and lift station operational data for evaluation of Carlsbad's flow contribution to interceptor sewers.

## 2.2 Sewer flow monitoring.

- The Consultant shall meet with Engineering, Operations and Asset Management staff to develop a list of areas of concern in the existing sewer system in addition to the available condition assessment data.
- Review flow monitoring data and rehabilitation plans prepared for the inflow and infiltration (I&I) program since the 2019 SMP Update. Review the main source location of I/I found in the flow monitoring studies, review plans and recommend a remediation plan based on those results, as applicable.
- Wet weather flow monitoring: Prepare and implement a flow monitoring plan and submit the plan to the City for review before incorporating the results in the SMP Update. The plan shall be prepared after the Consultant has reviewed the existing data and met with Utilities Department staff to prioritize the placement of the flow meters. The flow monitoring data shall be reviewed and used in conjunction with lift station flow data or manhole remote monitoring data to backcheck the calibration of the sewer hydraulic model in identified areas. Pending the results and agreed upon discussions with city staff, data can be used to assist with recalibration of the sewer hydraulic model as required. The Consultant shall include the following items in this subtask:
  - Twelve flow meters will be installed and will remain in place for a period of eight weeks.
  - Traffic control permit and traffic control operations for flow meter installation and removal.
  - The Consultant shall implement the flow monitoring plan during the 2024-2025 wet weather season.

## 2.3 Basis of Planning Workshop. Conduct a 4-hour workshop with City staff to present key issues and prioritize goals for the Master Plan Updates. In addition to the 4-hour Basis of Planning Workshop, KJ proposes holding 2 additional 4-hour workshops, one with the water operations/engineering staff and the second with sewer operations/engineering staff. The purpose of these additional utility-focused workshops is to interview the City's most experienced O&M staff and engineers to understand existing operational issues, potential system vulnerabilities, opportunities for system improvements, and ongoing performance-based asset management strategies. For both water and sewer utilities, topics may include:

- Discuss any operational/performance issues for most critical water/sewer infrastructure with O&M staff
- Identify any need for additional field data collection to understand asset condition
- Potential system improvements/CIP projects not identified in previous CIPs or through the Asset Management Plan (AMP).

- Review of Business Risk Exposure (BRE) calculation methods/procedures

At the conclusion of the workshop, prepare a Basis of Planning Technical Memorandum to summarize the following topics:

- Project Goals and Objectives
- Demand Forecasting Tools and Approach
- Water Supply Parameters and Level of Service Goals
- Identification of Known System Deficiencies
- Design and Planning Criteria
- Hydraulic Modeling Approach
- Regulatory Issues of Concern
- Interagency Coordination Opportunities and Constraints
- Asset Management data integration into the WMP and SMP Updates
- Summary of utility-focused workshops and operations input

*Key Assumptions / Quality Control:*

The GIS database is up to date when it is delivered to KJ as part of Task 2. It is assumed the current GIS database will be used to update the hydraulic model. In the process of its data review, the Consultant shall examine the water and sewer utility systems and the database of attributes and the CMWD/City atlas, as-built plans, record drawings, and GIS database information. The Consultant shall develop and submit a list of discrepancies discovered during the review to the City for verification. City staff will make the necessary changes to correct the existing GIS databases within an agreed upon timeframe. The consultant shall incorporate any updates to the GIS database into the final model.

*Task 2 Deliverables:*

- Data Request Tracking Log and updates
- Basis of Planning Meeting Agenda/Minutes
- TM No. 1 Basis of Planning
- Sewer flow monitoring report

**Task 3 – Existing Facilities**

Provide a listing of existing water and sewer facilities and capacities and summarize system characteristics and system operations. The operational set points for pressure reducing stations and pump stations will be documented.

**Task 3A – Existing Potable Water Facilities**

- Reservoirs
- Distribution and transmission pipelines
- Water pump stations
- Pressure Reducing Stations
- Agency Interconnections

The study effort shall evaluate areas of operational concern in the water distribution system to identify potential improvements for the CIP. The following elements shall be inventoried and studied and recommendations for system improvements provided:

- Water storage capacity.
- Pressure zone redundancy.
- Redundancy and reliability of critical pipelines and isolation valves, including those in limited access areas such as highway crossings, railroad crossings, environmentally sensitive areas, topographically constrained areas, easements on private properties, and high-pressure pipelines.
- Identification of facilities critical for fire flow capacity such as distribution pipelines 6" and smaller and pressure reducing stations.
- Abandonment of pressurized, but inactive, potable water services.
- Steel, ductile iron, and asbestos cement pipe transmission and distribution pipelines.
- Single-check backflow prevention devices.
- Maerke Dam outlet valve.

### **Task 3B – Existing Sewer Facilities**

- Lift stations and force mains
- Diversion structures
- Collector and trunk sewers
- Sewer interceptor systems
- Interagency agreements
- Wastewater treatment and disposal

The study effort shall evaluate areas of operational concern in the sewer collection system to identify potential improvements for the CIP. The following elements shall be inventoried and studied and recommendations for system improvements provided:

- Wet well and emergency storage
- Redundant force mains and sewer pumps

#### *Task 3 Deliverables:*

- Existing facilities database spreadsheets

### **Task 4 – Potable Water Demand Analysis**

CMWD maintains a billing database of its metered water demands. The water meters are read on a monthly cycle. This data will be used as the basis for existing system demand analysis, via development of an excel-based water demand forecast tool. In addition, CMWD records daily water purchases and that data can be used for additional analysis of the past two years. It is understood that the CMWD has AMI data for metered water demands, which will be utilized to evaluate monthly, daily, and hourly demands. Prior to using the AMI data, KJ will thoroughly review the data for anomalies and coordinate with the CMWD to make adjustments to the AMI data, as needed.

The City's land use data shall be used for future demand evaluation in conjunction with the demand forecast tool. As part of the demand analysis, the Consultant shall perform these minimum tasks:

- 4.1 Highest Consumption.** Identify the top 40 critical system users for further location identification by CMWD staff. The purpose of this review is to consider how the consumption patterns of these large users may change over time.

- 4.2 Demand Variability.** Evaluate annual, seasonal, and diurnal variability in demand. Review and update design criteria from the 2019 Water Master Plan, including maximum day and peaking factors, to be used for hydraulic modeling and future planning.
- 4.3 Geographic Distribution & Demand.** Evaluate the geographic distribution of demand for each pressure zone, based on assignment of water meters to nodes in the hydraulic model.
- 4.4 Statistical Demand.** Summarize statistical demand information such as minimum day, maximum day, unaccounted for water and total annual demand for historical water uses, using the excel based demand forecast tool or as otherwise approved by CMWD.
- 4.5 Unit Demands.** Review and confirm that unit demands listed in the District's standards for development are appropriate, and adjust, if needed, based on the demand analysis. KJ will calculate existing unit demands (gpm/acre) for land use categories based on the City's existing demands and the Carlsbad General Plan.
- 4.6 Buildout Demands.** Develop an approach for buildout demand determination. At least two different methods of demand estimation should be considered for demands estimation comparisons. Provide a brief technical memorandum (TM) for CMWD consideration. Estimate buildout demands for the planning horizon in consideration of consumption, water use efficiency and population trends. Buildout demands will be estimated based on undeveloped parcels in the City's service area and unit demands calculated under Task 4.5. It is anticipated that variations in the unit demands will be utilized to develop a buildout demand envelope for the City's consideration. Adjustments may be made to account for water conservation and potential future changes in land use. The analysis will be coordinated with the City's General Plan and Planning Department to ensure consistency in planning principles for demand projections.

*Task 4 Deliverables*

- Excel-based demand forecast tool
- Potable water demand forecast evaluations and graphics (incorporate in TM No. 2 in Task 6)

**Task 5 – Potable Water Supply Analysis**

- 5.1 Existing Water Supply Sources.** Evaluate and summarize existing water supply sources, capacities, and potential issues that could affect water delivery to the District.
- 5.2 Future Supply Sources.** Review and identify future supply sources needed to meet demands developed in Task 4. Seawater desalination should be given special consideration, based on the terms of new Water Purchase Agreement for direct supply, as well as recycled water. Water supplies shall be provided for 2020, 30 years in 5-year increments, and buildout.
- 5.3 Supply Reliability.** Discuss supply reliability and opportunities to improve potable supply reliability and redundancy. Develop and evaluate potential failure scenarios with input from CMWD staff.

*Task 5 Deliverables*

- Summarize deficiencies and provide recommendations in TM No. 2 in Task 6.

**Task 6 – Regulatory Analysis****Task 6A – Regulatory Analysis (Potable Water)**

- 6A.1 Review Standards, Ordinances, and Regulations as pertain to potable water. Review the District’s design standards, water quality management practices, and federal and state regulations and summarize findings. Review the findings of the District’s Lead and Copper Rule Revision inventory and assessment.
- 6A.2 Summarize State and Federal existing water quality standards. Identify current and future potable water system monitoring and reporting requirements. Prepare a table listing monitoring type, frequency, reporting agency, test methodology, and the potential implications on operations or the need for system improvements.
- 6A.3 Provide a summary of upcoming regulatory issues that could impact potable water distribution, such as water conservation.
- 6A.4 Review CMWD planning criteria and design standards and provide recommendations for revisions for CMWD review. Key criteria include unit demands, pressure and flow requirements, storage, fire flow, and facility redundancy.
- 6A.5 Summarize deficiencies and provide recommendations in TM No. 2.
- 6A.6 Prepare a TM No. 2 summarizing the findings of Tasks 4, 5 and 6.

*Task 6A Deliverables*

- TM No. 2, Potable Water Supply, Demands and Regulatory Analysis

**Task 6B – Regulatory Analysis (Sewer)**

- 6B.1 Review and summarize existing and pending sanitary sewer regulations and ordinances including the latest State of California Waste Discharge Requirements and describe any potential impacts on the City’s management and operation of its sewer collection system.
- 6B.2 The Consultant shall review the City’s Operation and Maintenance Program including the Sewer System Management Plan (SSMP), condition assessment reports and rehabilitation and replacement plans. In addition, the Consultant shall address the requirements of the SSMP, titled System Evaluation and Capacity Assurance Plan.
- 6B.3 Summarize deficiencies and provide recommendations in TM No. 2.

*Task 6B Deliverables*

- TM No. 2, Regulatory Analysis for Sewer System

## **Task 7 – Hydraulic Models**

### **Task 7A – Potable Water Hydraulic Model**

CMWD currently uses the potable water model in InfoWater. An alternative water modeling software shall be evaluated in Task 7C. If an alternative software is selected by CMWD for use on this project, the Consultant shall convert and calibrate the model to the selected water modeling software.

The Consultant shall thoroughly review the water GIS data and complete and calibrate the water model to fully represent the existing potable water distribution system. A static and extended period calibration will be performed based on the established baseline demand. Once the existing model has been updated, it shall be used to analyze the existing and 2050 buildout scenarios and to develop a Capital Improvement Plan (CIP).

- 7A.1 Use the data collected in Tasks 1 and 2 to complete or update the facilities of the existing potable model. The model shall include necessary potable water infrastructure in the District's water system. Provide large plots of the model shapefiles with pressure zones, reservoir tanks, pressure reducing stations, interties, and pipe diameter labels for CMWD review. Identify areas for discussion and updates to incorporate into the model, highlighting areas for CMWD review. Incorporate CMWD comments into model. KJ will provide an ArcGIS Online database of the model elements that the City can access online and review.
- 7A.2 Based on the characteristics of the existing model, develop calibration procedures for Extended Period Simulations (EPS). CMWD will collect and furnish data to include SDCWA supply data and SCADA or manually recorded data on tank levels, operating pressures at pressure reducing stations or key nodes, and pump operations. KJ will provide a draft calibration plan for the City's review that will encompass both static and EPS calibration procedures. A final calibration plan will be provided based on the City's comments.
- 7A.3 Review and update hydraulic friction factors to be used for the model. The friction factors will be updated based on the static calibration results developed under Task 7A.4.
- 7A.4 Review and calibrate the existing model, establishing a baseline demand, for hydraulic conditions under static and EPS based on the data collected in the Potable Water Demand Analysis Task and in Task 7A.2. The existing model has been calibrated based on consumption data from 2017 through 2019, and partial-year data collected in 2022.

The static calibration will be conducted based on fire flow data and system pressure data provided by the City. The EPS calibration will be conducted based on SCADA data and demand data provided by the City. It is assumed that the EPS calibration will be conducted over a 2-day period.

The calibration level of accuracy will be developed in accordance with the general guidelines provided by AWWA Manual M32, Section 4.1.4.2. Predicted HGLs will be within 5-10 ft of the field-recorded values, and water level fluctuations predicted by the model will be within 3-6 ft of the field-recorded values.

*Task 7A Deliverables*

- Draft and Final Calibration Plan
- TM No. 4 Potable Water Hydraulic Model Calibration

**Task 7B – Sewer Hydraulic Model**

The City currently uses the InfoSWMM Sewer Model, based on system data as of 2016. An alternative sewer modeling software shall be evaluated in Task 7C. If an alternative software is selected for use on this project, the Consultant shall convert and calibrate the model to the selected water modeling software.

The Consultant shall thoroughly review the sewer GIS data and complete and calibrate the sewer model to fully represent the City's existing sewer system. Lift station flow data and force main conveyance systems shall be reviewed and included in the model update. The model shall be used to analyze the existing system demands and capacities and future demands and the required system improvements.

- 7B.1 Use the data collected in Tasks 1 and 2 to complete or update the facilities of the existing sewer model. Provide large plots of the model shapefiles for all sewer facilities (gravity and force main pipes, diameter and materials, lift stations) for city review. Identify areas needing clarification or additional data to incorporate into the model, highlighting areas for City review. Incorporate City comments into the model. KJ will provide an ArcGIS Online database of the model elements that the City can access online and review.
- 7B.2 Review and update hydraulic friction factors and manning's coefficients to be used for the model. The friction factors will be updated based on the static calibration results developed under Task 7B.3.
- 7B.3 Calibrate the existing model for hydraulic conditions based on Task 7B.1 and 7B.2, in conjunction with the Existing Sewer System Analysis Task. For the model calibration, the following steps will be taken:
1. **Import Flow Monitoring and Rainfall Data.** Import flow monitoring data for each monitored location. Import weighted rainfall data for the collection system service area.
  2. **GW and BWF Extraction.** Use software to separate dry weather flow meter data into groundwater infiltration (GWI) and base wastewater flow (BWF). BWF represents the sewer loadings from upstream customers.
  3. **Define BWF Pattern and Adjust Sewershed Loads.** Use the isolated BWF to develop a demand pattern that can be applied to upstream customers. Adjust the magnitude of the sewer loads to match the monitored flows during dry weather flow conditions (less the GWI).
  4. **Create RDII/Wet Weather Time Series.** The rainfall derived inflow and infiltration (RDII) during a wet weather event is defined as the total observed flow minus the BWF and GWI. This helps identify what portion of wet weather flow is due to I&I.
  5. **Calibrate RTK Hydrograph Parameters.** The RTK parameters are used to measure the short-term, medium-term, and long-term sewer flow responses to a wet weather event. The modeling software is used to calibrate the RTK parameters for each sewershed (area upstream of the flow monitoring station). A genetic algorithm is used to iterate the RTK parameters until the predicted RDII matches the observed RDII. The more significant wet weather events that are captured during the flow monitoring period, the more accurate the RDII calibration is.



6. Finally, the calibrated flow can be compared to the observed flow at each flow monitoring location to examine how well the model performs.
- 7B.4 Evaluate current sewer flow monitoring data versus data used in the 2019 sewer model to determine the existing peak dry weather and peak wet weather flow factors. Identify areas that have undergone sewer replacement and incorporate inflow and infiltration (I&I) analysis from recent flow reports into the model. Review and update design criteria from the 2019 Water Master Plan to be used for sewer hydraulic modeling and planning.
- 7B.5 Use the calibrated model to analyze the capacity of the existing system in its current condition and with future system buildout conditions under both peak dry weather and peak wet weather flows.
- 7B.6 Complete model data input/output, provide results, and provide maps of each of the model runs in the report. Provide deliverables of all model data in digital file format and in accordance with existing system and future system tasks.
- 7B.7 An optional task is provided to address unanticipated out-of-scope items related to updating and calibrating the sewer hydraulic model. The budget is equal to 10% of the budget for Subtasks 7B.1 through 7B.6.

*Task 7B Deliverables*

- TM No. 5 Sewer Model System Calibration

**Task 7C – Evaluation and Selection of Hydraulic Modeling Software**

The Consultant shall conduct an evaluation of the existing hydraulic modeling software and an alternative hydraulic modeling software(s) such as AquaTwin Sewer and AquaTwin Water by Aquanuity. The evaluation shall thoroughly compare both software packages for use in the WMP and SMP Updates and for future hydraulic analyses. GIS data and ArcGIS Pro platform compatibility must be considered. The Consultant shall list advantages and disadvantages for each software and develop an evaluation matrix with weighted categories for City/CMWD selection of the hydraulic modeling software.

- 7C.1 Evaluate and recommend a water hydraulic modeling software. The evaluation shall include the use of CMWD's potable water model in InfoWater and compare it with another software, such as AquaTwin Water. The Consultant shall prepare a TM to summarize the evaluation and provide a basis for the recommended hydraulic modeling software for this project.
- 7C.2 Evaluate and recommend a sewer hydraulic modeling software. The evaluation shall include the use of City's sewer model in InfoSWMM and compare it with another software, such as AquaTwin Sewer. The Consultant shall prepare a TM to summarize the evaluation and provide a basis for the recommended hydraulic modeling software for this project.

*Task 7C Deliverables*

- TM No. 3 Evaluation and Recommendation for Hydraulic Modeling Software

**Task 8 – Existing System Analysis****Task 8A – Existing System Analysis (Potable Water)**

- 8A.1 Evaluate the design criteria based on a review of the data collected in prior tasks, previous studies, and criteria typically used in the industry. Prepare draft design criteria to be discussed with CMWD staff and finalized prior to the system evaluations.
- 8A.2 Use the calibrated model to analyze the existing potable water system with the established baseline demands under the following demand conditions:
- Minimum Day Demands
  - Average Day Demands
  - Maximum Day Demand
  - Peak Hour Demands
  - Fire flow – assume one max fire demand scenario for each of the 17 major pressure zones
- 8A.3 Use the hydraulic model to analyze system capacity and for the recommended sizing of the required infrastructure to improve the existing system for hydraulic performance and reliability. The improvements shall consider pipelines, pressure reducing stations, storage facilities and operational improvements such as off-peak pumping and SCADA improvements to reduce operational costs.
- 8A.4 Perform an operational review of the water system and identify possible operational or facility improvements for winter and summer seasons. Provide recommendations to achieve optimum distribution system operation.
- 8A.5 Review the existing pressure zone boundaries and any changes since the 2019 Water Master Plan Update. Provide recommendations to improve service.
- 8A.6 Utilize the model to conduct up to four outage scenarios to assist with supply reliability evaluations in Potable Water Supply Analysis Task.
- 8A.7 Verify that the distribution system can meet minimum pressure requirements in accordance with California regulations and the established design criteria.
- 8A.8 Update the fire flow analyses conducted in the 2012/2019 WMP and prepare a map of facilities summarizing the fire flow analysis using the calibrated model.

***Task 8A Deliverables***

- Summarize deficiencies and provide recommendations for the Existing Water System Analysis in TM No. 6, Task 9.

**Task 8B – Existing System Analysis (Sewer)**

- 8B.1 Review historical and projected sanitary sewer per capita and sanitary sewer factors for the various land use categories in the General Plan. Evaluate design criteria for the sewer collection

system using previous studies and typical industry criteria. Prepare draft design criteria for review with Carlsbad staff and finalize prior to system evaluations.

- 8B.2 Review the residential, industrial, and commercial flows and estimate flows based on the Carlsbad Engineering Standards and the Carlsbad Municipal Code for Equivalent Dwelling Units (EDUs). KJ will use the water demand analysis developed under Task 4 to develop sewer return flow ratios that will be used for existing sewage flow calculations. Sewer return ratios will be established for residential, industrial, and commercial flows; and will be calibrated based on available sewage flow data provided by the City.
- 8B.3 Investigate high sewer generation rates from commercial or industrial operations which may contribute to significantly greater flows such as car wash, laundry or manufacturing facilities, based on a review of water demand data or sewer flow monitoring reports. Provide recommendations for sewer flow monitoring where additional data is warranted. Evaluate major discharges from commercial or industrial point sources using available plans of the existing establishments, industrial and institutional zoning plans, and projections of past records of water or wastewater flow rates.
- 8B.4 Obtain, evaluate and summarize current flow and estimated flow projections from neighboring sewer agencies that contribute flow to the sewer interceptor system and compare those flows with City and EWA flow records. Evaluate interceptor capacity based on flow data from neighboring agencies.
- 8B.5 Summarize the I&I based on prior analyses, characterize the main source location of I&I found in the flow monitoring studies.
- 8B.6 Use the calibrated model to represent the following scenarios for the existing system and identify deficiencies. Lift stations with dual force mains and flow diversion structures shall include a separate model run for each condition. At a minimum, model conditions shall be run which represent the following scenarios:
- Existing system with peak dry weather flow (PDWF)
  - Existing system with peak wet weather flow (PWWF)
  - Existing system with capital improvements constructed and with PWWF
- 8B.7 An optional task is provided to address unanticipated out-of-scope items related to the sewer hydraulic model analysis. The budget is equal to 10% of the budget for Subtasks 8B.1 through 8B.6.

*Task 8B Deliverables*

- Summarize deficiencies and provide recommendations for the Existing Sewer System Analysis in TM No. 6, Task 9.

**Task 9 – Future System Analysis**

For the Future System Analysis, three potable water demand/sewer flow scenarios will be evaluated: 2030, 2035, and 2050. Future potable water demand projections will be based on coordination with the City's Planning Department.

**Task 9A– Future System Analysis (Potable Water)**

- 9A.1 Analyze the future system supply. Prepare updated storage and demand tables under the buildout scenario for the water system.
- 9A.2 Develop demands in cooperation with CMWD staff. Identify general system deficiencies resulting from potential zoning, land use or development density changes in the General Plan, the Housing Element Update and the Village and Barrio Master Plan.
- 9A.3 Use the calibrated model to analyze the future potable water system with the established baseline demands under the following demand conditions:
- Minimum Day Demands
  - Average Day Demands
  - Maximum Day Demand
  - Peak Hour Demands
  - Fire flow – assume one maximum day plus fire demand scenario for each of the 17 major pressure zones
- 9A.4 Develop modeling scenarios and a CIP phasing plan for facility improvements or extensions to meet projected buildout demands including the General Plan and Housing Element Update and the Village and Barrio Master Plan, evaluating the system impacts at up to 16 rezone sites. One scenario shall evaluate the impact of the California Density Bonus Law with an assumed 50% density bonus above the local limit.
- 9A.5 Prepare TM No. 6 summarizing potable water existing and future system analysis.

*Task 9A Deliverables*

- TM No. 6, Existing and Future Potable Water Analysis
- Updated Potable Water Model
  - System Model Maps – showing pipe, node, and all model feature identification numbers. Produce maps at a scale that provide legibility of all facility data.
  - All Run Scenario Reports – results corresponding to System Model Maps (excel and pdf format)
  - All Source Files – used for the model data in electronic file format for download and external flash drive.

**Task 9B – Future System Analysis (Sewer)**

- 9B.1 Develop sewer generation flow rates in cooperation with City staff. Identify general system deficiencies resulting from potential zoning and land use changes in the General Plan, Housing Element Update, and the Village and Barrio Master Plan.

KJ will utilize sewer return flow ratios developed under Task 8B and the water demand projections developed under Task 9A to calculate future sewer flow projections. The City's projected per capita water demand, based on coordination with the City's Planning Department, will be utilized to incorporate future additional water conservation to the sewer flow projection analysis.

- 9B.2 Use the calibrated model to represent the following scenarios for the future sewer system and identify deficiencies. Lift stations with dual force mains and flow diversion structures shall include a separate model run for each condition. At a minimum, model conditions shall be run which represent the following scenarios:
- Future system with peak dry weather flow (PDWF)
  - Future system with peak wet weather flow (PWWF)
- 9B.3 Develop modeling scenarios and a CIP phasing plan for facility improvements or extensions to meet projected buildout demands including the General Plan and Housing Element Update and the Village and Barrio Master Plan, evaluating the system impacts at up to 16 rezone sites. One scenario shall evaluate the impact of the California Density Bonus Law with an assumed 50% density bonus above the local limit.
- 9B.4 Update and incorporate Sewer Benefit Area maps for the City's 25 growth management zones (GMZs) in hard copy, color-coded CIP and sanitary sewer maps (including sewer basin boundaries). Improvements that are necessitated by future development projects or by increases in development density shall be identified separately in the CIP phasing plan.
- 9B.5 Prepare TM No. 6 summarizing existing and future sewer system analysis.

*Task 9B Deliverables:*

- TM No. 6 Existing and Future Sewer System Analysis
- Updated Sewer Model
  - System Model Maps – showing pipe, manhole, and all model feature identification numbers.
  - All Run Scenario Reports – results corresponding to System Model Maps (excel and pdf format).
  - All Source Files – used for the model data in electronic file format for download and external flash drive.

**Task 10 – Capital Improvement Programs**

**Task 10A – Capital Improvement Program (Potable Water)**

- 10A.1 Develop a comprehensive 25-year Capital Improvement Program (CIP) based on the recommended hydraulic design criteria, forecasted development densities and associated demands, and the hydraulic modeling results. The CIP shall outline the project needs, budgets, and priorities for 5-year, 10-year and 25-year periods.
- 10A.2 The CIP shall identify specific projects to meet the required levels of service and factors of safety. Where deficiencies exist, the Consultant shall provide recommendations on alternatives, where feasible. Existing undersized facilities shall be prioritized for improvement and clearly identified on a color exhibit (minimum 48-inch-wide scroll plot). Projects shall be identified with the recommended improvement details (pipe size, length, etc.) and estimated costs.

Each CIP project will be summarized in a one-page project sheet that includes a description, map or figure, cost estimate, and implementation schedule. It is assumed that up to 30 projects will be developed.

- 10A.3 Improvements that are necessitated by future development projects or an increase in development density shall be identified separately in the CIP phasing plan.
- 10A.4 Conduct a CIP Workshop to review recommended projects with Engineering and Operations staff to discuss validation with field observations, potential for grouping multiple projects and prioritization of projects. Review the Asset Management Master Plan and the replacement and rehabilitation program to evaluate potential phasing or bundling of CIP projects. Special attention should be given to water mains between/adjacent to buildings, limited access locations, and critical facilities.
- 10A.5 Develop unit costs for the various facilities to be implemented. Provide a TM to the District for review of the unit costs to be used for CIP development. Provide budgetary level cost estimates for the CIP.
- 10A.6 Prepare TM No. 7, summarizing potable water projects for Capital Improvement Program (CIP).

*Task 10A Deliverables:*

- TM No. 7, Potable Water CIP and unit costs for facility construction.

**Task 10B – Capital Improvement Program (Sewer)**

- 10B.1 Develop a comprehensive 25-year Capital Improvement Program (CIP) based on the recommended hydraulic design criteria, forecasted development densities and associated demands, and the hydraulic modeling results. The CIP shall outline the project needs, budgets, and priorities for 5-year, 10-year and 25-year periods.
- 10B.2 The CIP shall identify specific projects to meet the required levels of service and factors of safety. Where deficiencies exist, the Consultant shall provide recommendations on alternatives, where feasible. Existing undersized facilities shall be prioritized for improvement and clearly identified on a color exhibit (minimum 48-inch-wide scroll plot). Projects shall be identified with the recommended improvement details (pipe size, length, etc.) and estimated costs.

Each CIP project will be summarized in a one-page project sheet that includes a description, map or figure, cost estimate, and implementation schedule. It is assumed that up to 30 projects will be developed.

- 10B.3 Improvements that are necessitated by future development projects or an increase in development density shall be identified separately in the CIP phasing plan.
- 10B.4 Conduct a CIP Workshop to review recommended projects with Engineering and Operations staff to discuss validation with field observations, potential for grouping multiple projects and prioritization of projects. Review the Asset Management Master Plan and the replacement and rehabilitation program to evaluate potential phasing or bundling of CIP projects. Special attention

should be given to facilities constrained by limited access or posing other risks to sewer collection system operations.

- 10B.5 Develop unit costs for the various facilities to be implemented. Provide a TM for review of the unit costs to be used for CIP development. Provide budgetary level cost estimates for the CIP.
- 10B.6 Upon completion of CIP development, the Consultant shall prepare an update of the City's sewer connection fees. Sewer connection fees are used to generate revenue to construct sewer infrastructure needed to support new development. The fees pay for the planning, design and construction of capacity improvements and/or new facilities required for the conveyance and treatment of sewage.
- 10B.7 Prepare TM No. 7, summarizing the Sewer CIP program and updated sewer connection fees.

*Task 10B Deliverables:*

- TM No. 7, Sewer CIP and unit costs for facility construction.

**Task 11 – Prepare Draft and Final Reports**

The results of the analyses, findings, and recommendations shall be summarized into clear and well-documented reports (one for the Potable Water Master Plan Update, and one for the Sewer Master Plan Update). Hard copy reports shall be bound in three-ring binders and include appropriate supporting documentation. Electronic files shall be compiled with bookmarks indexed to the table of contents. The reports should generally provide the minimum content as provided in the current Master Plans, which are located on the City's website, and additional information contained in the contract Scope of Services.

*Task 11 Deliverables:*

For each of the two reports:

- 11.1 Prepare an outline of the proposed report organization. The outline should at minimum include the items listed in the 2019 Water Master Plan Update and 2019 Sewer Master Plan Update. This draft report outline will be discussed at the kick-off meeting and finalized early in the project to establish the requirements for the final deliverables.
- 11.2 Prepare Draft Reports. Incorporate City/CWMD comments on Technical Memoranda that are submitted during the study effort. Submit five (5) copies of the bound draft reports for review, which shall include all figures, tables, system maps, computer analyses, cost estimating, and recommendations for prioritization and implementation in color-coded maps and table format. It is assumed that Carlsbad will provide comments on the Draft Reports within 15 works days.
- 11.3 Prepare Final Reports. Incorporate City/CWMD comments on the Draft Report. Upon incorporation of comments, submit ten (10) paper copies and an electronic copy of the final report on an external hard drive in PDF format. Additionally, all electronic files (spreadsheets, reports, TMs, figures, maps, hydraulic model files, and CAD drawings) shall be delivered on an external hard drive in the native file format.

## Carlsbad Master Plan Fee Summary

Continues next page



### Carlsbad Master Plan Fee Summary

TASK DESCRIPTION	Total Budget	Potable Water Master Plan (CMWD)	Sewer Master Plan (City)
<b>Task 1 – Project Management</b>			
<b>General Project Management &amp; Administration</b>			
1.1 Kickoff Meeting	\$6,675	\$3,338	\$3,338
1.2 Coordination Meetings (6 virtual)	\$9,420	\$4,710	\$4,710
1.3 Progress Meetings (6 virtual, 6 in-person)	\$22,770	\$11,385	\$11,385
1.4 Project Management Plan	\$29,050	\$14,525	\$14,525
1.5 QA/QC	\$9,770	\$4,885	\$4,885
<b>Task 2 – Data Collection, Research and Review</b>			
2.1 Data Collection and Review	\$5,090	\$2,545	\$2,545
2.2 Sewer Flow Monitoring	\$74,910		\$74,910
2.3 Basis of Planning Workshop	\$14,325	\$7,163	\$7,163
TM No. 1 - Basis of Planning + Utility Focused Workshop Results	\$5,850	\$2,925	\$2,925
<b>Task 3 – Existing Facilities</b>			
3A Existing Potable Water Facilities	\$4,480	\$4,480	
3B Existing Sewer Facilities	\$4,560		\$4,560
<b>Task 4 – Potable Water Demand Analysis.</b>			
4.1 Highest Consumption	\$2,285	\$2,285	
4.2 Demand Variability	\$2,285	\$2,285	
4.3 Geographic Distribution & Demand	\$4,570	\$4,570	
4.4 Statistical Demand	\$2,285	\$2,285	
4.5 Unit Demands	\$4,570	\$4,570	
4.6 Buildout Demands	\$8,090	\$8,090	
TM No.2 - Task 4	\$4,250	\$4,250	
<b>Task 5 – Potable Water Supply Analysis</b>			
5.1 Existing Water Supply Sources	\$2,685	\$2,685	
5.2 Future Supply Sources	\$4,650	\$4,650	
5.3 Supply Reliability	\$4,650	\$4,650	
TM No. 2 - Task 5	\$4,250	\$4,250	
<b>Task 6 – Regulatory Analysis</b>			
6A1-4 Regulatory Analysis (Potable Water)	\$5,440	\$5,440	
6A5-6 TM No. 2 (Potable Water)	\$6,920	\$6,920	
6B1-2 Regulatory Analysis (Sewer)	\$5,600		\$5,600
6B3 TM No. 2 (Sewer)	\$7,860		\$7,860
<b>Task 7 – Hydraulic Models</b>			
<b>7A Potable Water Hydraulic Model</b>			
7A1 Model Update	\$8,250	\$8,250	
7A2 Calibration Plan	\$4,410	\$4,410	
7A3 Friction Factors Update	\$3,130	\$3,130	
7A4 Model Calibration	\$19,770	\$19,770	
7A5 TM No 4	\$11,450	\$11,450	
<b>7B Sewer Hydraulic Model</b>			
7B1 Model Update	\$11,370		\$11,370
7B2 Friction Factors Update	\$2,960		\$2,960
7B3 Model Calibration	\$20,170		\$20,170
7B4 Peaking Factors	\$2,960		\$2,960
7B5 Existing Model Analysis	\$3,530		\$3,530
7B6 TM No.5	\$11,650		\$11,650
7B7 Contingency	\$5,264		\$5,264
<b>7C – Evaluation and Selection of Hydraulic Modeling Software</b>			
7C1 Potable Water Evaluation	\$2,490	\$2,490	
7C2 Sewer Evaluation	\$2,490		\$2,490
TM 3 - Hydraulic Software Selection	\$2,490	\$1,245	\$1,245
<b>Task 8 – Existing System Analysis</b>			

8A Existing System Analysis (Potable Water)			
8A1 Design Criteria	\$3,130	\$3,130	
8A2 System Analysis	\$18,410	\$18,410	
8A3 Infrastructure Requirements	\$8,970	\$8,970	
8A4 Operational Analysis	\$11,370	\$11,370	
8A5 Pressure Zone Boundaries	\$6,970	\$6,970	
8A6 Outage Analysis	\$8,250	\$8,250	
8A7 Minimum Pressure Analysis	\$2,560	\$2,560	
8A8 Fire Flow Analysis	\$13,370	\$13,370	

TASK DESCRIPTION	Total Budget	Potable Water Master Plan (CMWD)	Sewer Master Plan (City)
8B Existing System Analysis (Sewer)			
8B1 Historical Sewer Factors & Design Criteria	\$6,930		\$6,930
8B2 Sewer Unit Flows	\$9,450		\$9,450
8B3 Commercial & Industrial Sewer Flows	\$6,490		\$6,490
8B4 Neighbor Flows	\$9,450		\$9,450
8B5 I&I Analysis	\$8,880		\$8,880
8B6 Hydraulic Analysis	\$25,690		\$25,690
8B7 Contingency	\$6,689		\$6,689
<b>Task 9 – Future System Analysis</b>			
9A Future System Analysis (Potable Water)			
9A1 Future Supplies	\$5,085	\$5,085	
9A2 Demand Analysis	\$7,965	\$7,965	
9A3 Hydraulic Analysis	\$21,885	\$21,885	
9A4 Buildout Analysis	\$11,085	\$11,085	
9A5 TM No. 6	\$9,965	\$9,965	
9B Future System Analysis (Sewer)			
9B1 Sewer Flows	\$7,725		\$7,725
9B2 Hydraulic Analysis	\$25,085		\$25,085
9B3 Buildout Analysis	\$12,685		\$12,685
9B4 Sewer Benefit Areas	\$5,245		\$5,245
9B5 TM No. 6	\$11,605		\$11,605
<b>Task 10 – Capital Improvement Programs</b>			
10A Capital Improvement Program (Potable Water)			
10A1 25-Year CIP	\$3,645	\$3,645	
10A2 Project Summary Sheets (30)	\$29,940	\$29,940	
10A3 Projects for Developments	\$3,885	\$3,885	
10A4 CIP Workshop	\$2,765	\$2,765	
10A5 Unit Costs	\$2,640	\$2,640	
10A6 TM No. 7	\$10,840	\$10,840	
10B Capital Improvement Program (Sewer)			
10B1 25-Year CIP	\$3,805		\$3,805
10B2 Project Summary Sheets (30)	\$30,540		\$30,540
10B3 Projects for Developments	\$4,005		\$4,005
10B4 CIP Workshop	\$2,765		\$2,765
10B5 Unit Costs	\$4,845		\$4,845
10B6 Sewer Connection Fees	\$5,245		\$5,245
10B7 TM No. 7	\$10,040		\$10,040
<b>Task 11 – Prepare Draft and Final Reports</b>			
11.1 Report Outline	\$1,925	\$963	\$963
11.2 Draft Report	\$29,090	\$14,545	\$14,545
11.3 Final Report	\$11,050	\$5,525	\$5,525
<b>Tasks 1 to 11 TOTAL</b>	<b>\$791,638</b>	<b>\$367,393</b>	<b>\$424,245</b>

January 1, 2023 Rates	Classification:	Hourly Rate:	Eng-Sc-9 Ferguson, Tejarang	Eng-Sc-8 Taffler	Eng-Sc-7 Chau	Eng-Sc-6 Perez	Eng-Sc-5 Ruten, Taha	Eng-Sc-4	Eng-Sc-3 Desai	Eng-Sc-2 Lithgow, Kalatatic	Admin. Assist.	Total	KJ Labor Fees	Sub ADS Fees	KJ Sub-Markup 5%	KJ ODCs Fees	KJ ODCs Markup 5%	Total Labor	Total Subs	Total Expenses	Total Labor + Subs + Expenses	
																						Hours
<b>Task 1 - Project Management</b>																						
1.1 Kickoff Meeting																						
			2	6	4	8				6		26	\$6,360		\$0	\$300	\$15	\$6,360	\$0	\$315	\$6,675	
1.2 Coordination Meetings (6 virtual)																						
			12	12	12	33						36	\$9,420		\$0	\$600	\$30	\$9,420	\$0	\$630	\$10,050	
1.3 Progress Meetings (6 virtual, 6 in-person)																						
			28	24	26	26					15	85	\$22,140		\$0	\$0	\$30	\$22,140	\$0	\$630	\$22,770	
1.4 Project Management Plan																						
			50	26	4	8						117	\$29,050		\$0	\$0	\$0	\$29,050	\$0	\$0	\$29,050	
1.5 QA/QC																						
			12	6	4	8						34	\$9,770		\$0	\$0	\$0	\$9,770	\$0	\$0	\$9,770	
<b>Task 1 - Subtotal</b>																						
			12	8	100	70	87	0	0	6	15	298	\$76,740	\$0	\$0	\$300	\$45	\$76,740	\$0	\$945	\$77,685	
<b>Task 2 - Data Collection, Research and Review</b>																						
2.1 Data Collection and Review																						
			2	6	6	4				4		22	\$5,090		\$0	\$0	\$0	\$5,090	\$0	\$0	\$5,090	
2.2 Sewer Flow Monitoring																						
			6	24	20							18	\$4,560	\$67,000	\$3,350	\$0	\$0	\$4,560	\$70,350	\$0	\$0	\$74,910
2.3 Basis of Planning Workshop																						
			2	8	8							22	\$5,850		\$0	\$1,500	\$75	\$12,750	\$0	\$1,575	\$14,325	
TM No. 1 - Basis of Planning + Utility Focused Workshop Results																						
			4	0	10	50	40	0	4	4	0	112	\$28,250	\$67,000	\$3,350	\$1,500	\$75	\$28,250	\$70,350	\$1,575	\$100,175	
<b>Task 2 - Subtotal</b>																						
			2			4				16		22	\$4,480		\$0	\$0	\$0	\$4,480	\$0	\$0	\$4,480	
<b>Task 3 - Existing Facilities</b>																						
3A Existing Potable Water Facilities																						
			2		4					16		22	\$4,560		\$0	\$0	\$0	\$4,560	\$0	\$0	\$4,560	
3B Existing Sewer Facilities																						
			4	0	0	4	4	0	0	32	0	44	\$9,040	\$0	\$0	\$0	\$0	\$9,040	\$0	\$0	\$9,040	
<b>Task 4 - Potable Water Demand Analysis.</b>																						
4.1 Highest Consumption																						
			1	2	4					4		11	\$2,285		\$0	\$0	\$0	\$2,285	\$0	\$0	\$2,285	
4.2 Demand Variability																						
			1	2	4					4		11	\$2,285		\$0	\$0	\$0	\$2,285	\$0	\$0	\$2,285	
4.3 Geographic Distribution & Demand																						
			2	4	8					8		22	\$4,570		\$0	\$0	\$0	\$4,570	\$0	\$0	\$4,570	
4.4 Statistical Demand																						
			1	2	4					4		11	\$2,285		\$0	\$0	\$0	\$2,285	\$0	\$0	\$2,285	
4.5 Unit Demands																						
			2	4	8					8		22	\$4,570		\$0	\$0	\$0	\$4,570	\$0	\$0	\$4,570	
4.6 Buildout Demands																						
			2	6	16					16		40	\$8,090		\$0	\$0	\$0	\$8,090	\$0	\$0	\$8,090	
TM No. 2 - Task 4																						
			4	2	4	4				8		18	\$4,250		\$0	\$0	\$0	\$4,250	\$0	\$0	\$4,250	
<b>Task 4 - Subtotal</b>																						
			4	0	11	0	24	0	44	52	0	135	\$28,335	\$0	\$0	\$0	\$0	\$28,335	\$0	\$0	\$28,335	
<b>Task 5 - Potable Water Supply Analysis</b>																						
5.1 Existing Water Supply Sources																						
			1	4	8					8		13	\$2,685		\$0	\$0	\$0	\$2,685	\$0	\$0	\$2,685	
5.2 Future Supply Sources																						
			2	8	12					12		22	\$4,650		\$0	\$0	\$0	\$4,650	\$0	\$0	\$4,650	
5.3 Supply Reliability																						
			2	8	12					12		22	\$4,650		\$0	\$0	\$0	\$4,650	\$0	\$0	\$4,650	
TM No. 2 - Task 5																						
			4	2	4	4				8		18	\$4,250		\$0	\$0	\$0	\$4,250	\$0	\$0	\$4,250	
<b>Task 5 - Subtotal</b>																						
			4	0	7	0	24	0	0	40	0	75	\$16,235	\$0	\$0	\$0	\$0	\$16,235	\$0	\$0	\$16,235	

January 1, 2023 Rates	Classification:	Hourly Rate:	Eng-Sc-9 Ferguson,	Eng-Sc-8 Taffler	Eng-Sc-7 Chau	Eng-Sc-6 Perez	Eng-Sc-5 Ruten, Taha	Eng-Sc-4	Eng-Sc-3 Desai	Eng-Sc-2 Lithgow, Kalatic	Admin. Assist.	Total	KJ Labor	Sub ADS	KJ Sub-Markup	KJ ODCs	ODCs 5%	Total Labor	Total Subs	Total Expenses	Total Labor + Subs + Expenses
			\$320	\$305	\$295	\$260	\$240	\$220	\$200	\$180	\$120	Hours	Fees	Fees	Fees	Fees	Fees	Fees	Fees		
<b>Task 6 - Regulatory Analysis</b>																					
6A1-4 Regulatory Analysis (Potable Water)	2						8			16		26	\$5,440		\$0	\$0	\$0	\$5,440	\$0	\$0	\$5,440
6A5-6 TM No. 2 (Potable Water)	4					8				8		28	\$6,920		\$0	\$0	\$0	\$6,920	\$0	\$0	\$6,920
6B1-2 Regulatory Analysis (Sewer)	2					8				16		26	\$5,600		\$0	\$0	\$0	\$5,600	\$0	\$0	\$5,600
6B3 TM No. 2 (Sewer)	4					8				8		32	\$7,860		\$0	\$0	\$0	\$7,860	\$0	\$0	\$7,860
<b>Task 6 - Subtotal</b>																					
<b>Task 7 - Hydraulic Models</b>																					
7A Potable Water Hydraulic Model																					
7A1 Model Update							12		24			38	\$8,250		\$0	\$0	\$0	\$8,250	\$0	\$0	\$8,250
7A2 Calibration Plan							6		12			20	\$4,410		\$0	\$0	\$0	\$4,410	\$0	\$0	\$4,410
7A3 Friction Factors Update							4		8			14	\$3,130		\$0	\$0	\$0	\$3,130	\$0	\$0	\$3,130
7A4 Model Calibration							30		60			92	\$19,770		\$0	\$0	\$0	\$19,770	\$0	\$0	\$19,770
7A5 TM No 4	4						15		30			51	\$11,450		\$0	\$0	\$0	\$11,450	\$0	\$0	\$11,450
7B Sewer Hydraulic Model																					
7B1 Model Update							12					46	\$11,370		\$0	\$0	\$0	\$11,370	\$0	\$0	\$11,370
7B2 Friction Factors Update							4					12	\$2,960		\$0	\$0	\$0	\$2,960	\$0	\$0	\$2,960
7B3 Model Calibration							20					82	\$20,170		\$0	\$0	\$0	\$20,170	\$0	\$0	\$20,170
7B4 Peaking Factors							4					12	\$2,960		\$0	\$0	\$0	\$2,960	\$0	\$0	\$2,960
7B5 Existing Model Analysis							4					14	\$3,530		\$0	\$0	\$0	\$3,530	\$0	\$0	\$3,530
7B6 TM No. 5	4						30					46	\$11,650		\$0	\$0	\$0	\$11,650	\$0	\$0	\$11,650
7B7 Contingency	0						5		0			21	\$5,264		\$0	\$0	\$0	\$5,264	\$0	\$0	\$5,264
7C - Evaluation and Selection of Hydraulic Modeling Software																					
7C1 Potable Water Evaluation							8					10	\$2,490		\$0	\$0	\$0	\$2,490	\$0	\$0	\$2,490
7C2 Sewer Evaluation							8					10	\$2,490		\$0	\$0	\$0	\$2,490	\$0	\$0	\$2,490
TM 3 - Hydraulic Software Selection							8		134			478	\$112,384	\$0	\$0	\$0	\$0	\$112,384	\$0	\$0	\$112,384
<b>Task 7 - Subtotal</b>																					

January 1, 2023 Rates

Classification:

Hourly Rate:	Task 8 - Existing System Analysis	Eng-Sci-9 Ferguson, Fejarang \$320	Eng-Sci-8 Taffler \$305	Eng-Sci-7 Chau \$285	Eng-Sci-6 Perez \$260	Eng-Sci-5 Ruten, Taha \$240	Eng-Sci-4 \$220	Eng-Sci-3 Desai \$200	Eng-Sci-2 Lithgow, Karatic \$180	Admin. Assist. \$120	Total Hours	Labor Fees	Sub Fees	Sub-Markup	ODCs Fees	ODCs Markup	Labor	Total Labor	Subs	Total Expenses	Total Labor + Subs + Expenses
	8A1 Design Criteria			2	4			8			14	\$3,130		\$0		\$0	\$3,130			\$0	\$3,130
	8A2 System Analysis			2	16			70			88	\$18,410		\$0		\$0	\$18,410			\$0	\$18,410
	8A3 Infrastructure Requirements			2	10			30			42	\$8,970		\$0		\$0	\$8,970			\$0	\$8,970
	8A4 Operational Analysis			2	20			30			52	\$11,370		\$0		\$0	\$11,370			\$0	\$11,370
	8A5 Pressure Zone Boundaries			2	10			20			32	\$6,970		\$0		\$0	\$6,970			\$0	\$6,970
	8A6 Outrage Analysis			2	12			24			38	\$8,250		\$0		\$0	\$8,250			\$0	\$8,250
	8A7 Minimum Pressure Analysis			2	4			8			12	\$2,560		\$0		\$0	\$2,560			\$0	\$2,560
	8A8 Fire Flow Analysis			2	20			40			62	\$13,370		\$0		\$0	\$13,370			\$0	\$13,370
	8B Existing System Analysis (Sewer)																				
	8B1 Historical Sewer Factors & Design Criteria			2	6						28	\$6,930		\$0		\$0	\$6,930			\$0	\$6,930
	8B2 Sewer Unit Flows			2	12						38	\$9,450		\$0		\$0	\$9,450			\$0	\$9,450
	8B3 Commercial & Industrial Sewer Flows			2	8						26	\$6,490		\$0		\$0	\$6,490			\$0	\$6,490
	8B4 Neighbor Flows			2	12						38	\$9,450		\$0		\$0	\$9,450			\$0	\$9,450
	8B5 I/I Analysis			2	12						36	\$8,880		\$0		\$0	\$8,880			\$0	\$8,880
	8B6 Hydraulic Analysis			2	32						104	\$25,690		\$0		\$0	\$25,690			\$0	\$25,690
	8B7 Contingency			1	8						27	\$6,689		\$0		\$0	\$6,689			\$0	\$6,689
	<b>Task 8 - Subtotal</b>	0	0	25	90	292	0	230	0	0	637	\$146,609	\$0	\$0	\$0	\$0	\$146,609	\$0	\$0	\$0	\$146,609
	<b>Task 9 - Future System Analysis</b>																				
	9A Future System Analysis (Potable Water)																				
	9A1 Future Supplies			1	8				16		25	\$5,085		\$0		\$0	\$5,085			\$0	\$5,085
	9A2 Demand Analysis			1	12			24			37	\$7,965		\$0		\$0	\$7,965			\$0	\$7,965
	9A3 Hydraulic Analysis			1	40			60			101	\$21,885		\$0		\$0	\$21,885			\$0	\$21,885
	9A4 Buildout Analysis			1	20			30			51	\$11,085		\$0		\$0	\$11,085			\$0	\$11,085
	9A5 TM No. 6	4		1	10			30			45	\$9,965		\$0		\$0	\$9,965			\$0	\$9,965
	9B Future System Analysis (Sewer)																				
	9B1 Sewer Flows			1	12				24		37	\$7,725		\$0		\$0	\$7,725			\$0	\$7,725
	9B2 Hydraulic Analysis			1	40			60			101	\$25,085		\$0		\$0	\$25,085			\$0	\$25,085
	9B3 Buildout Analysis			1	20			30			51	\$12,685		\$0		\$0	\$12,685			\$0	\$12,685
	9B4 Sewer Benefit Areas			1	8				16		25	\$5,245		\$0		\$0	\$5,245			\$0	\$5,245
	9B5 TM No. 6	4		1	10			30			48	\$11,605		\$0		\$0	\$11,605			\$0	\$11,605

Task 9 - Subtotal											8	0	10	90	205	0	144	64	0	521	\$118,330	\$0	\$0	\$0	\$0	\$0	\$118,330
Task 10 - Capital Improvement Programs											8	0	10	90	205	0	144	64	0	521	\$118,330	\$0	\$0	\$0	\$0	\$0	\$118,330
10A Capital Improvement Program (Potable Water)											8	0	10	90	205	0	144	64	0	521	\$118,330	\$0	\$0	\$0	\$0	\$0	\$118,330
10A1 25-Year CIP											8	0	10	90	205	0	144	64	0	521	\$118,330	\$0	\$0	\$0	\$0	\$0	\$118,330
10A2 Project Summary Sheets (30)											8	0	10	90	205	0	144	64	0	521	\$118,330	\$0	\$0	\$0	\$0	\$0	\$118,330
10A3 Projects for Developments											8	0	10	90	205	0	144	64	0	521	\$118,330	\$0	\$0	\$0	\$0	\$0	\$118,330
10A4 CIP Workshop											8	0	10	90	205	0	144	64	0	521	\$118,330	\$0	\$0	\$0	\$0	\$0	\$118,330
10A5 Unit Costs											8	0	10	90	205	0	144	64	0	521	\$118,330	\$0	\$0	\$0	\$0	\$0	\$118,330
10A6 TM No. 7											8	0	10	90	205	0	144	64	0	521	\$118,330	\$0	\$0	\$0	\$0	\$0	\$118,330
10B Capital Improvement Program (Sewer)											8	0	10	90	205	0	144	64	0	521	\$118,330	\$0	\$0	\$0	\$0	\$0	\$118,330
10B1 25-Year CIP											8	0	10	90	205	0	144	64	0	521	\$118,330	\$0	\$0	\$0	\$0	\$0	\$118,330
10B2 Project Summary Sheets (30)											8	0	10	90	205	0	144	64	0	521	\$118,330	\$0	\$0	\$0	\$0	\$0	\$118,330
10B3 Projects for Developments											8	0	10	90	205	0	144	64	0	521	\$118,330	\$0	\$0	\$0	\$0	\$0	\$118,330
10B4 CIP Workshop											8	0	10	90	205	0	144	64	0	521	\$118,330	\$0	\$0	\$0	\$0	\$0	\$118,330
10B5 Unit Costs											8	0	10	90	205	0	144	64	0	521	\$118,330	\$0	\$0	\$0	\$0	\$0	\$118,330
10B6 Sewer Connection Fees											8	0	10	90	205	0	144	64	0	521	\$118,330	\$0	\$0	\$0	\$0	\$0	\$118,330
10B7 TM No. 7											8	0	10	90	205	0	144	64	0	521	\$118,330	\$0	\$0	\$0	\$0	\$0	\$118,330
Task 10 - Subtotal											8	0	10	90	205	0	144	64	0	521	\$118,330	\$0	\$0	\$0	\$0	\$0	\$118,330
Task 11 - Prepare Draft and Final Reports											8	0	10	90	205	0	144	64	0	521	\$118,330	\$0	\$0	\$0	\$0	\$0	\$118,330
11.1 Report Outline											8	0	10	90	205	0	144	64	0	521	\$118,330	\$0	\$0	\$0	\$0	\$0	\$118,330
11.2 Draft Report											8	0	10	90	205	0	144	64	0	521	\$118,330	\$0	\$0	\$0	\$0	\$0	\$118,330
11.3 Final Report											8	0	10	90	205	0	144	64	0	521	\$118,330	\$0	\$0	\$0	\$0	\$0	\$118,330
Task 11 - Subtotal											8	0	10	90	205	0	144	64	0	521	\$118,330	\$0	\$0	\$0	\$0	\$0	\$118,330
Tasks 1 to 11 TOTAL											8	0	10	90	205	0	144	64	0	521	\$118,330	\$0	\$0	\$0	\$0	\$0	\$118,330
Hourly Rate:											8	0	10	90	205	0	144	64	0	521	\$118,330	\$0	\$0	\$0	\$0	\$0	\$118,330
Total											8	0	10	90	205	0	144	64	0	521	\$118,330	\$0	\$0	\$0	\$0	\$0	\$118,330
Total Labor Fees											8	0	10	90	205	0	144	64	0	521	\$118,330	\$0	\$0	\$0	\$0	\$0	\$118,330
Total Labor + Expenses											8	0	10	90	205	0	144	64	0	521	\$118,330	\$0	\$0	\$0	\$0	\$0	\$118,330
Total Sub											8	0	10	90	205	0	144	64	0	521	\$118,330	\$0	\$0	\$0	\$0	\$0	\$118,330
Total Expenses											8	0	10	90	205	0	144	64	0	521	\$118,330	\$0	\$0	\$0	\$0	\$0	\$118,330
Total Labor + Expenses + Subs											8	0	10	90	205	0	144	64	0	521	\$118,330	\$0	\$0	\$0	\$0	\$0	\$118,330

June 11, 2024

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CARLSBAD MUNICIPAL WATER DISTRICT OF THE CITY OF CARLSBAD, CALIFORNIA, AUTHORIZING THE USE OF THE WATER OPERATING BUDGET FOR THE CARLSBAD MUNICIPAL WATER DISTRICT'S PORTION OF A PROFESSIONAL SERVICES AGREEMENT WITH KENNEDY/JENKS CONSULTANTS, INC. FOR ENGINEERING SERVICES FOR THE POTABLE WATER AND SEWER MASTER PLAN UPDATES

WHEREAS, the Board of Directors of the Carlsbad Municipal Water District, or CMWD Board, of the City of Carlsbad, California has determined that it is necessary, desirable and in the public interest to seek engineering services for the Potable Water and Sewer Master Plan Updates; and

WHEREAS, on March 1, 2024, staff published a request for proposals for engineering services for the Potable Water and Sewer Master Plan Updates in accordance with Carlsbad Municipal Code, or CMC, Sections 3.28.050 and 3.28.060; and

WHEREAS, on April 10, 2024, staff received two proposals in response to the advertisement; and

WHEREAS, after a review of the proposals based on best-value criteria consistent with CMC Sections 3.28.050 and 3.28.060, staff selected Kennedy/Jenks Consultants, Inc., or KJ, as the most qualified firm for the project; and

WHEREAS, the City Council authorized and directed the Mayor to execute an agreement with KJ to provide engineering services for the Potable Water and Sewer Master Plan Updates in an amount not to exceed \$791,638; and

WHEREAS, the CMWD's pro rata share of costs for the water portion of the engineering services for the Potable Water Master Plan Update is \$367,393; and

WHEREAS, sufficient funding is available to complete the professional services for the project; and

WHEREAS, the City Planner has determined that pursuant to Public Resources Code Section 21065, the action to award a professional services agreement for planning, engineering, or environmental services does not constitute a "project" within the meaning of the California Environmental Quality Act in that it has no potential to cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment and therefore does not require environmental review at this time.

NOW, THEREFORE, BE IT RESOLVED by the Carlsbad Municipal Water District Board of Directors of the City of Carlsbad, California, as follows:

1. That the above recitations are true and correct.
2. That the CMWD's water operating budget will pay \$367,393 of the total agreement awarded to KJ for engineering services, for the water portion of the project related to the Potable Water and Sewer Master Plan Updates.

PASSED, APPROVED AND ADOPTED at a Joint Special Meeting of the City Council and the Carlsbad Municipal Water District Board of Directors of the City of Carlsbad on the \_\_ day of \_\_\_\_\_, 2024, by the following vote, to wit:

AYES:

NAYS:

ABSTAIN:

ABSENT:

---

KEITH BLACKBURN, President

---

SHERRY FREISINGER, Secretary  
(SEAL)





CITY COUNCIL  
**Staff Report**

**Meeting Date:** June 11, 2024

**To:** Mayor and City Council

**From:** Scott Chadwick, City Manager

**Staff Contact:** Steven Stewart, Municipal Projects Manager  
 steven.stewart@carlsbadca.gov, 442-339-2938

**Subject:** Acceptance of bids and award of a construction contract and construction management and inspection agreement for the Emergency Operations Center Reconfiguration Project

**District:** 2

**Recommended Actions**

1. Adopt a resolution accepting bids and awarding a construction contract to Gilman Builders, Inc. for the Emergency Operations Center Reconfiguration Project in an amount not to exceed \$2,661,000.
2. Adopt a resolution approving a professional services agreement with SchneiderCM for construction management and inspection services for the Emergency Operations Center Reconfiguration Project in an amount not to exceed \$239,480.

**Executive Summary**

The city's Emergency Operations Center recently underwent a seismic retrofit as part of the renovation of the Police and Fire Headquarters. The final phase of the renovation work is to reconfigure and upgrade the Emergency Operations Center.

The city now needs a construction firm to carry out this work and a construction management and inspection services firm to oversee the work.

Staff have reviewed the bids received for the construction work and are requesting the City Council accept the bids and award a contract to Gilman Builders, Inc. for the Emergency Operations Center Reconfiguration Project in an amount not to exceed \$2,661,000.

The City Council's approval is required under Carlsbad Municipal Code Sections 3.28.080(C) and 3.28.080(I)(6), which apply to purchasing for construction contracts when the value exceeds \$200,000, as this project does.

Staff have also reviewed the proposals received for the construction management and inspection services and recommend authorizing an agreement with SchneiderCM in an amount not to exceed \$239,480.

This professional services agreement requires the City Council's approval under Carlsbad Municipal Code Section 3.28.060(D)(5), because the value of the agreement is greater than \$100,000.

## **Explanation & Analysis**

### **Background**

This project includes technology and finish upgrades to the entire conference room wing of the Police and Fire Headquarters facility, conversion of two conference rooms into one room for the new Emergency Operations Center and conversion of one conference room into office spaces for the Community Risk Reduction Division staff in the Fire Department, who will be moving from their current offices at the Faraday Center.

The City Council authorized an agreement with Sillman Wright Architects for design of the Emergency Operations Center Renovation Project, Capital Improvement Program Project No. 4715, on Sept. 13, 2022. (Resolution No. 2022-219) The initial focus of the design was on the technology infrastructure within the center because it is undersized and lacks adequate equipment to meet the city's current emergency response standards.

Design work for the Emergency Operations Center reconfiguration was completed in fall 2023.

The City Council then approved the completed and permitted plans, specifications and contract documents for the project on Oct. 10, 2023, and authorizing the City Clerk to advertise for construction bids (Resolution No. 2023-257).

The construction bids were initially due to be submitted by Dec. 12, 2023. Staff had planned to seek City Council authorization of a construction contract with the successful bidder and a professional services agreement for construction management and inspection services soon afterward, but completion of the ongoing building renovation work in areas adjacent to the Emergency Operations Center was delayed, so staff postponed this project's bid due date to April 10, 2024. The adjacent building renovation work has since been substantially completed, so staff are now moving forward with the proposed contract and the agreement.

### **Construction contract**

The city received seven bids for the construction work on April 10, 2024. The lowest responsive and responsible bid was submitted by Gilman Builders Inc. in an amount not to exceed \$2,661,000. The four lowest bids were less than 10% apart, indicating a positive bidding result.

The engineer's estimate for this work was \$3,972,000. The design team reviewed the bid as compared to the engineer's estimate to assess the possible causes for the difference and found that the design team's cost escalation factors, design contingency and markup percentages were higher than those used by the bidder. Staff confirmed that the bid of \$2,661,000 is aligned with the engineer's estimate despite the difference.

Staff recommend the City Council award a construction contract to Gilman Builders, Inc. for the Emergency Operations Center Reconfiguration Project in an amount not to exceed \$2,661,000.

### **Construction management and inspection agreement**

In coordination with the solicitation for construction bids, staff also prepared a request for proposals to solicit construction management and inspection services for the project.

A request for proposals for construction management and inspection services was posted in November 2023, and proposals were due on Dec. 12, 2023.

On Dec. 19, 2023, staff evaluated the seven proposals received for construction management and inspection services. The proposal responses were evaluated in accordance with Carlsbad Municipal Code Section 3.28.060(A), which applies to the procurement of professional services.

Each committee member was required to sign a confidentiality agreement to ensure fairness in the selection process. Proposals were then evaluated based on consultant adherence to content and submission requirements, overall consultant company qualifications and experience, consultant’s team qualifications and experience, project staffing approach and work plan, client references from relevant projects and local presence. Based on these criteria, which were provided in the request for proposals, staff determined that the most qualified proposal was submitted by SchneiderCM.

Staff recommend the City Council approve an agreement for construction management and inspection services to SchneiderCM in an amount not to exceed \$239,480.

**Fiscal Analysis**

Funding for the project has been provided from the General Capital Construction Fund and the Infrastructure Repair and Replacement Fund as shown in the table below. No additional appropriations are needed at this time.

<b>Police and Fire Headquarters Renovation Project Capital Improvement Program Project No. 4715</b>	
Total project appropriation to date	\$27,714,842
Total expenditures/encumbrances to date	-\$22,973,678
<b>Total available balance</b>	<b>\$4,741,164</b>
Construction contract – Gilman Builders, Inc.	-\$2,661,000
Construction management and inspection services (SchneiderCM)	-\$239,480
Construction contingency (estimated)	-\$399,150
Soft costs (inspection, testing, furniture, fixtures and equipment, staff/consultant time)	-\$1,441,534
<b>Total remaining project costs</b>	<b>-\$4,741,164</b>
<b>Additional appropriation needed</b>	<b>\$0</b>

Carlsbad Municipal Code Sections 3.28.040(C)(5) and 3.28.090(B) authorize the City Manager or designee to approve change orders in an amount equal to the contingency set at the time of project award, which for this project is \$399,150.

**Next Steps**

Once the City Council accepts the bids and authorizes the award of a construction contract to Gilman Builders, Inc., staff will prepare and issue a purchase order, schedule a pre-construction meeting with the contractor and issue a notice to proceed for the construction of the project.

The duration of the construction contract is approximately six months, not including rain days and delays from change orders that may extend the contract duration. Construction is expected to start in summer 2024 and be completed by spring 2025. Once the project is completed, a notice of completion to release bonds issued for the project will be recorded.

Staff will also process the professional services agreement with SchneiderCM. Once a purchase order is issued, staff will schedule a kick-off meeting with the consultant to begin their construction management and inspection services.

### **Environmental Evaluation**

The City Planner, through the process outlined in Carlsbad Municipal Code Section 19.04.060, has determined that the project to reconfigure the Emergency Operations Center belongs to a class of projects that the state Secretary for Natural Resources has found do not have a significant impact on the environment, and it is therefore categorically exempt from the requirement for the preparation of environmental documents under Section 15301 (d) Class 1 of the California Environmental Quality Act Guidelines.

The project is consistent with 15301 (d) Class 1 because it consists of maintenance of public facilities, such as restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety. In making this determination, the City Planner has found that the exceptions listed in Section 15300.2 of the CEQA Guidelines do not apply to this project.

The City Planner has also determined that in accordance with Public Resources Code Section 21065, the action to award a professional services agreement for construction management and inspection services does not constitute a project within the meaning of the California Environmental Quality Act in that it has no potential to cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment and therefore does not require environmental review at this time.

### **Exhibits**

1. City Council resolution on construction contract
2. City Council resolution on construction management and inspection services agreement
3. Location map

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARLSBAD, CALIFORNIA, ACCEPTING BIDS AND AWARDING A CONSTRUCTION CONTRACT TO GILMAN BUILDERS, INC. FOR THE EMERGENCY OPERATIONS CENTER RECONFIGURATION PROJECT IN AN AMOUNT NOT TO EXCEED \$2,661,000

WHEREAS, the City Council of the City of Carlsbad, California has determined it necessary, desirable and in the public interest to construct the Emergency Operations Center Reconfiguration, Capital Improvement Program, or CIP, Project No. 4715, or Project; and

WHEREAS, on Oct. 10, 2023, the City Council adopted Resolution No. 2023-257, approving the plans, specifications and contract documents for the Project, and authorizing a bid solicitation for the Project; and

WHEREAS, the Carlsbad Municipal Code, or CMC, Sections 3.28.080(C) and 3.28.080(I)(6) require the City Council to award all formally bid contracts when the value exceeds \$200,000, and therefore, the Project is subject to this requirement; and

WHEREAS, on April 10, 2024, staff received seven bids for construction of the Project; and

WHEREAS, staff identified Gilman Builders, Inc. as the lowest responsive and responsible bidder for the Project; and

WHEREAS, Gilman Builders, Inc. submitted the lowest bid in an amount not to exceed \$2,661,000; and

WHEREAS, CMC Sections 3.28.040(C)(5) and 3.28.090(B) authorize the City Manager or designee to approve change orders in an amount equal to the contingency set at the time of project award, which is \$399,150; and

WHEREAS, the City Planner, through the process outlined in CMC Section 19.04.060, has determined that the project to reconfigure the EOC belongs to a class of projects that the State Secretary for Natural Resources has found do not have a significant impact on the environment, and it is therefore categorically exempt from the requirement for the preparation of environmental documents pursuant to Section 15301 (d) Class 1 of the California Environmental Quality Act, or CEQA, Guidelines; and

WHEREAS, the project is consistent with 15301 (d) Class 1 because it consists of maintenance of public facilities, such as restoration or rehabilitation of deteriorated or damaged structures, facilities,

or mechanical equipment to meet current standards of public health and safety. In making this determination, the City Planner has found that the exceptions listed in Section 15300.2 of the CEQA Guidelines do not apply to this project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carlsbad, California, as follows:

1. That the above recitations are true and correct.
2. That the lowest bid submitted by Gilman Builders, Inc. in an amount not to exceed \$2,661,000 for construction of the Emergency Operations Center Reconfiguration Project, CIP Project No. 4715, is accepted, and the Mayor is hereby authorized to execute a contract with Gilman Builders, Inc. attached hereto as Attachment A.
3. That the City Manager or designee is hereby authorized to approve construction change orders for the Emergency Operations Center Reconfiguration Project, CIP Project No. 4715, in an amount not to exceed \$399,150.
4. That the award of this contract is contingent upon Gilman Builders, Inc. executing the required contract and submitting the required bonds and insurance policies, as described in the contract, within 20 calendar days after adoption of this Resolution. The City Manager may grant reasonable extensions of time to execute the contract and assemble the required bonds and insurance policies.

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Carlsbad on the \_\_ day of \_\_\_\_\_, 2024, by the following vote, to wit:

AYES:

NAYS:

ABSTAIN:

ABSENT:

---

KEITH BLACKBURN, Mayor

---

SHERRY FREISINGER, City Clerk  
(SEAL)



**CITY OF CARLSBAD  
CONTRACT DOCUMENTS**

**FOR:**

**Carlsbad Emergency Operations Center (EOC) Reconfiguration**

**Project No. 4715**

**PWS24-2272FAC**

**1635 Faraday Ave, Carlsbad, CA 92008  
Email: [PWContractAdmin@carlsbadca.gov](mailto:PWContractAdmin@carlsbadca.gov)**

**Table of Contents**

SECTION 1 ..... 1

    00 11 10 NOTICE INVITING BIDS ..... 1

        1.    RECEIPT OF BIDS. .... 1

        2.    DESCRIPTION OF WORK ..... 1

        3.    COMPLETION OF WORK..... 1

        4.    OPENING AND AWARD OF BIDS. .... 1

        5.    PERIOD FOR AWARD..... 1

        6.    BIDDER QUALIFICATIONS..... 2

        7.    PRE-BID CONFERENCE..... 2

        8.    OBTAINING CONTRACT DOCUMENTS. .... 2

        9.    BID GUARANTEE AND BONDS..... 2

        10.   PREVAILING WAGE RATES AND LABOR COMPLIANCE..... 3

        11.   PROJECT ADMINISTRATION/QUESTIONS..... 3

    00 21 10 INSTRUCTIONS TO BIDDERS ..... 4

        1.    SECURING CONTRACT DOCUMENTS. .... 4

        2.    EXAMINATION OF SITE AND CONTRACT DOCUMENTS. .... 4

        3.    INTERPRETATION OF DRAWINGS AND DOCUMENTS..... 4

        4.    QUESTIONS. .... 5

        5.    PRE-BID CONFERENCE..... 5

        6.    ADDENDA..... 6

        7.    ALTERNATE BIDS. .... 6



8.	COMPLETION OF BID FORMS.....	6
9.	GOVERNING GENERAL PROVISIONS. ....	7
10.	MODIFICATIONS OF BIDS.....	7
11.	BID GUARANTEE.....	7
12.	LABOR & MATERIAL BOND AND PERFORMANCE & WARRANTY BOND REQUIREMENTS. ....	8
13.	SUBSTITUTION OF SECURITY.....	8
14.	OPTIONAL ESCROW FOR SECURITY DEPOSIT.....	9
15.	INSURANCE REQUIREMENTS. ....	9
16.	LICENSING REQUIREMENTS. ....	10
17.	SUBCONTRACTORS. ....	10
18.	BIDDER INFORMATION AND EXPERIENCE FORM. ....	11
19.	NON-COLLUSION AFFIDAVIT.....	12
20.	IRAN CONTRACTING ACT OF 2010.....	12
21.	PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION. ....	12
22.	PREVAILING WAGES.....	13
23.	DEPARTMENT OF CONTRACTORS AND SUBCONTRACTORS. ....	13
24.	SIGNING OF BIDS.....	13
25.	SUBMISSION OF SEALED BIDS.....	14
26.	OPENING OF BIDS. ....	14
27.	WITHDRAWAL OF BID. ....	15
28.	BIDDERS INTERESTED IN MORE THAN ONE BID. ....	15
29.	SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES, AND FEES. ....	15

30.	PERMIT AND INSPECTION FEE ALLOWANCE.....	15
31.	BASIS OF AWARD; BALANCED BID.....	15
32.	AWARD PROCESS.....	16
33.	EXECUTION OF CONTRACT.....	16
34.	BUSINESS LICENSE.....	16
35.	PARTICIPATION OF MINORITY AND WOMEN-OWNED BUSINESSES.....	16
36.	USE OF RECYCLED MATERIALS.....	16
37.	STATUTORY REFERENCES.....	16
	00 41 00 BID FORM.....	17
1.	BID SCHEDULE.....	18
2.	TOTAL BID PRICE.....	18
3.	RECITALS.....	19
	00 43 10 BID BOND FORM.....	25
	00 43 20 BID SECURITY.....	27
	00 43 30 PROPOSED SUBCONTRACTORS FORM.....	28
	00 43 40 BIDDER INFORMATION AND EXPERIENCE FORM.....	30
1.	INFORMATION ABOUT BIDDER.....	30
2.	LIST OF CURRENT PROJECTS (BACKLOG).....	32
3.	VERIFICATION AND EXECUTION.....	36
	00 45 10 NON-COLLUSION AFFIDAVIT.....	37
	00 45 15 IRAN CONTRACTING ACT CERTIFICATION.....	38
	00 45 20 PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION.....	39

00 45 25 CERTIFICATE OF INSURANCE .....	40
00 45 30 STATEMENT REGARDING DEBARMENT.....	41
00 45 35 DISCLOSURE OF DISCIPLINE RECORD .....	42
00 52 00 CONTRACT .....	44
00 61 10 LABOR AND MATERIALS BOND .....	48
00 61 20 FAITHFUL PERFORMANCE AND WARRANTY BOND .....	51
00 61 30 OPTIONAL ESCROW AGREEMENT .....	55
00 73 00 AGENCY SUPPLEMENTAL GENERAL PROVISIONS .....	59
INTRODUCTION .....	59
01 41 26 PERMIT REQUIREMENTS .....	135
PART 1 GENERAL.....	135
01 50 00 TEMPORARY FACILITIES AND CONTROLS.....	137
PART 1 GENERAL.....	137
PART 2 PRODUCTS (NOT USED) .....	142
PART 3 EXECUTION (NOT USED) .....	142
AGENCY TECHNICAL SPECIFICATIONS / PROJECT MANUAL .....	143
DRAWINGS (BID SET ONLY – NOT FOR CONSTRUCTION)	

## SECTION 1

### 00 11 10 NOTICE INVITING BIDS

#### 1. RECEIPT OF BIDS.

The City of Carlsbad ("Agency") will accept Bids via electronic format via the City of Carlsbad Electronic Bidding Site up to and no later than **11 a.m. (PST), on December 12, 2023** through the online bidding portal (Contracting & Purchasing | Carlsbad, CA (carlsbadca.gov)) for the construction of the Work entitled:

#### **CARLSBAD EOC RECONFIGURATION PROJECT**

**CONTRACT NO. PWS24-2272FAC**

**Project No. 4715**

#### 2. DESCRIPTION OF WORK.

The Work includes the provision of all equipment, labor, materials, tools, services, transportation, permits, utilities, and all other items necessary to complete the construction of the following, as specified and shown in the Construction Documents: The Carlsbad Emergency Operations Center (EOC) Reconfiguration Project, 2560 Orion Way in Carlsbad, CA 92010. The City desires to upgrade this area of the Headquarters building, with regard to electrical, mechanical and technology infrastructure, select walls and new furnishings and finishes as detailed in the contract documents.

#### 3. COMPLETION OF WORK.

The city anticipates awarding this project in **March 2024**. The Contract Time has been established as 150 working days in anticipation of achieving substantial completion by **September 6, 2024**. The Contract Time shall begin as specified in the Notice to Proceed.

The Engineers' estimate for this Project is \$3,971,669.

#### 4. OPENING AND AWARD OF BIDS.

Agency shall consider awarding the Contract for the Project to the lowest responsive, and responsible Bidder as determined by the Agency from the base Bid alone. The Agency has the right to reject any or all Bids or to waive any irregularities or informalities in any Bids or in the Bidding process.

#### 5. PERIOD FOR AWARD.

A period of ninety (90) Calendar Days from the time of Bid opening may be required to award the Contract. No Bidder may withdraw its Bid or Bid Guarantee during this period. Bidders shall assume full responsibility for their Bid Price during this period and shall make certain that such delay does not restrict the Bid Guarantee.

## 6. BIDDER QUALIFICATIONS.

Bidders shall be licensed contractors pursuant to Business and Professions Code Sections 7000 *et seq.* under the classification of Class B, General Building Contractor, as of the date of submittal of the Bid Documents and shall maintain such license until final acceptance of the Work. Additional qualifications are included in the Contract Documents.

## 7. PRE-BID CONFERENCE.

The Agency will conduct a Mandatory Pre-Bid Conference at the Agency's office (address listed below) on **November 1, 2023, at 11 a.m. (PST)**. Bidders will have the opportunity to walk the project area with a city project manager.

**Address: 2560 Orion Way in Carlsbad, CA 92010**

Representatives of the Agency and consulting engineers and architects, if any, will be present. Relevant questions asked by Bidders at the Pre-Bid Conference about matters not specifically addressed within the Contract Documents shall be submitted in writing through the bidding portal. Such questions will be answered in writing and sent to all Bidders present at the Pre-Bid Conference and will be posted on the online bidding portal. Bids will not be accepted from any bidder who did not attend the Mandatory Pre-Bid Conference.

## 8. OBTAINING CONTRACT DOCUMENTS.

Bidders may obtain a copy of the Contract Documents from Agency's website ([Contracting & Purchasing | Carlsbad, CA \(carlsbadca.gov\)](https://www.carlsbadca.gov/contracting-purchasing)). To the extent required by Public Contract Code Section 20103.7, upon request from a contractor plan room service, the Agency shall provide an electronic copy of the Contract Documents at no charge to the contractor plan room. It is the responsibility of each prospective Bidder to download and print all Bid Documents for review and to verify the completeness of Bid Documents before submitting a Bid. All Addenda will be posted on the online bidding portal. It is the responsibility of each prospective Bidder to check the online bidding portal on a daily basis through the close of the bidding period for any applicable Addenda. The Agency does not assume any liability or responsibility for any defective or incomplete copying, excerpting, scanning, faxing, downloading, or printing of the Bid Documents. Information on the online bidding portal may change without notice to prospective Bidders. The Contract Documents shall supersede any information posted or transmitted by the online bidding portal. No time extensions or other consideration will be given for non-receipt or other circumstance associated with the review or acquisition of Contract Documents. Bids must be submitted on the Agency's Bid Forms in the Contract Documents.

## 9. BID GUARANTEE AND BONDS.

Each Bid shall be accompanied by cash, a certified or cashier's check or Bid Bond secured from a surety company satisfactory to the Agency, the amount of which shall not be less than 10% of the submitted Total Bid Price, made payable to the Agency as bid security. The bid security shall be provided as a guarantee that within 10 Working Days after the Agency provides the successful bidder the Notice of Award, the successful Bidder will enter into a contract and provide the necessary bonds and certificates of insurance. The bid security will be declared forfeited if the

successful Bidder fails to comply within these 10 Working Days. No interest will be paid on funds deposited with the Agency.

All Bidders must upload Bidder's Bond to the online bidding portal. The original Bid Bond for the 3 apparent low Bidders must be submitted to the city within 2 Business Days of Bid opening. The successful Bidder will be required to furnish a Faithful Performance Bond and a Labor and Material Bond each in an amount equal to 100% of the Contract Price. Each bond shall be in the forms set forth in the Contract Documents, shall be secured from a surety company that meets all State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and that is a California admitted surety insurer. Pursuant to Public Contract Code Section 22300, the successful Bidder may substitute certain securities for funds withheld by Agency to ensure its performance under the Contract.

#### 10. PREVAILING WAGE RATES AND LABOR COMPLIANCE.

This Project is subject to prevailing wages and labor compliance per the Labor Code. To this end, Bidder shall sign and submit with its Bid the California Department of Industrial Relations (DIR) Public Works Contractor Registration Certification on the form 00 45 00 provided. Failure to submit this form may render the bid non-responsive. In addition, each Bidder shall provide the registration number for each listed Subcontractor in the space provided in the Proposed Subcontractors form. In bidding this Project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this Contract and applicable law in its Bid. A copy of the prevailing wage rates may be obtained via the internet at: [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/).

#### 11. PROJECT ADMINISTRATION/QUESTIONS.

Requests for Information (RFI) or interpretations of Bid Documents during the bid period shall be submitted via Online Q&A in the online bidding portal.

The cutoff date and time to submit questions or substitution request regarding this Project via Online Q&A in the online bidding portal is **November 15, 2023, at 5 p.m. (PST)**. No questions will be entertained after that date.

For further information, see the online bidding portal.

### END OF SECTION

## 00 21 10 INSTRUCTIONS TO BIDDERS

### 1. SECURING CONTRACT DOCUMENTS.

Bids must be submitted to the Agency on the Bid Forms which are a part of the Contract Documents for the Project. The Contract Documents may be obtained from the Agency's online bidding portal ([Contracting & Purchasing | Carlsbad, CA \(carlsbadca.gov\)](https://carlsbadca.gov)). Prospective bidders are encouraged to communicate with the Agency well in advance of the date and time bids are due to the Agency ("Bid Submission Deadline") to determine the availability of Contract Documents.

The Agency may also make the Contract Documents available for review at one or more plan rooms. Prospective Bidders who choose to review the Contract Documents at a plan room must contact the Agency to obtain the required Contract Documents if they decide to submit a Bid for the Project.

Addenda will be posted on the online bidding portal. Failure to acknowledge all Addenda may make a Bid nonresponsive and ineligible for award of the Contract. Bidders are advised to verify the issuance of all Addenda and receipt of them 1 Working Day prior to bidding. Failure to acknowledge all Addenda may make a Bid nonresponsive and ineligible for award of the Contract.

### 2. EXAMINATION OF SITE AND CONTRACT DOCUMENTS.

At its own expense and before submitting its Bid, each Bidder shall visit the Site of the proposed Work on **November 1, 2023**, for the Mandatory Pre-Bid meeting and fully acquaint itself with the conditions relating to the construction and labor required so that the Bidder may fully understand the Work, including but not limited to, difficulties and restrictions attending the execution of the Work under the Contract. Each Bidder shall carefully examine the Drawings, and shall read the Specifications, Contract Documents, and all other referenced documents. Each Bidder shall also determine the local conditions which may in any way affect the performance of the Work, including local tax structure, contractors' licensing requirements, availability of required insurance, the prevailing wages and other relevant cost factors. Each Bidder shall also familiarize itself with all federal, state and local laws, ordinances, rules, regulations and codes affecting the performance of the Work, including the cost of permits and licenses required for the Work, and shall make such surveys and investigations, including investigations of subsurface or latent physical conditions at the Site or where Work is to be performed as may be required. Bidders are responsible for consulting the standards referenced in the Contract. The failure or omission of any Bidder to receive or examine any contract documents, forms, instruments, addenda, or other documents, or to visit the Site and acquaint itself with conditions there existing shall in no way relieve any Bidder from any obligation with respect to its Bid or to the Contract and no relief for error or omission will be given except as required under California law. The submission of a Bid shall be taken as conclusive evidence of compliance with this Section.

### 3. INTERPRETATION OF DRAWINGS AND DOCUMENTS.

During the bidding period, prospective Bidders unclear as to the true meaning of any part of the Drawings, Specifications or other parts of the Contract Documents, or discrepancies in or

omissions from the Drawings and Specifications, may promptly submit a written request for information, interpretation, clarification, or correction ("RFI") to the Bid Administrator (defined below). The Agency may not respond to RFIs submitted past the Q&A Submission Deadline. The Bidder submitting the RFI is responsible for prompt delivery to the Bid Administrator.

Responses to RFIs will be made only by duly issued written Addenda. The Agency shall not provide verbal responses to RFIs. Copies of written Addenda will be posted on the online bidding portal for each prospective Bidder who has downloaded a set of Contract Documents. The Agency will not be responsible for any other explanation or interpretations of the Drawings, Specifications or other parts of the Contract Documents. If any Prospective Bidder becomes aware of any errors or omissions in any part of the Contract Documents, the Prospective Bidder must promptly notify the Agency of such error or omission.

Before 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 Agency except as otherwise specified in these Instructions to Bidders. No bidder may rely on verbal directions given by any agent, employee or contractor of the Agency except as specified in these Instructions to Bidders.

#### 4. QUESTIONS.

Questions regarding this Project must be submitted through the online bidding portal. Questions shall be definite and certain, and shall reference applicable drawing sheets, notes, details or specification sections. The deadline to submit questions is identified in the Notice Inviting Bids. Questions received after the deadline may not be answered. Responses to questions submitted during the bidding period will be published in an Addendum and provided to those bidding on the Project no later than the date specified in the Notice Inviting Bids.

Except for the Agency's Bid Administrator, no other members of the Agency's staff or Board should be contacted about this procurement during the bidding process. All inquiries and comments from Prospective Bidders regarding a proposed Bid must be communicated in writing, unless otherwise instructed by the Agency. The Agency may, in its sole discretion, disqualify any Prospective Bidder who engages in any prohibited communications.

#### 5. PRE-BID CONFERENCE.

The Notice Inviting Bids shall state whether a Pre-Bid Conference will be held and, if so, whether attendance is mandatory. Bids will not be accepted from any bidder who did not attend a Mandatory Pre-Bid Conference. The Conference will commence at the specified start time and the Site visit will begin at the conclusion of the Conference. Prospective Bidders who arrive late (ten or more minutes after the Conference has started) or who do not sign the "Sign-In" sheet, may be disqualified from the bidding process.

Representatives of the Agency and its consultants, if any, will be present to the extent possible. Relevant questions asked by Bidders at the Pre-Bid Conference about matters not specifically addressed within the Contract Documents shall be submitted in writing through the bidding



portal and be answered in writing and shall be sent to all Bidders present at the Pre-Bid Conference.

## 6. ADDENDA.

The Agency may revise the Contract Documents before the Bid Submission Deadline. Revisions, if any, shall be made by written Addenda. All Addenda will be posted on the online bidding portal. All Addenda issued by the Agency shall be acknowledged by the Bidder on the online bidding portal and made part of the Contract Documents. The Bidder shall acknowledge the Addenda before submitting its Bid. Bidders are responsible for the receipt of all Addenda. The Agency may reject a Bid if the Bidder fails to acknowledge all Addenda.

Pursuant to Public Contract Code Section 4104.5, if the Agency issues an Addendum which includes material changes to the Project less than 72 hours before the Bid Submission Deadline, the Agency will extend the Bid Submission Deadline by no less than 72 hours. The Agency may determine, in its sole discretion, whether an Addendum warrants postponement of the Bid Submission Deadline.

## 7. ALTERNATE BIDS.

If alternate Bid items are called for in the Notice Inviting Bids and the Contract Documents, the time required for completion of the Work for the alternate Bid items is factored into the Contract duration and no additional Contract time will be awarded. The Agency may elect to include one or more of the alternate Bid items, or to otherwise remove certain work from the Project scope of work. Accordingly, each Bidder must ensure that each Bid item contains a proportionate share of profit, overhead, and other costs or expenses which will be incurred by the Bidder.

If the Agency utilizes alternate Bid items as described above, the Notice Inviting Bids will prescribe predetermined criteria for the Bid package selection or a selection process in which price information and Bidder identities are not revealed to the Agency before the Bid Submission Deadline.

## 8. COMPLETION OF BID FORMS.

Bids shall only be prepared using the Bid Forms which are included in the Contract Documents. The use of substitute Bid Forms other than legible and correct photocopies of those provided by the Agency are prohibited. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable), and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. Use of black or blue ink, indelible pencil, or a typewriter is required. Deviations from these instructions may result in the Bid being deemed non-responsive.

The following documents must be completed and properly executed including notarization, where indicated, and submitted as a part of the complete Bid Package:

1. Bid Form (00 41 00)
2. Bid Bond (00 43 10) or Bid Security (00 43 20) with check/cash
3. Proposed Subcontractors Form (00 43 30)
4. Bidder Information and Experience Form (00 43 40)
5. Non-Collusion Affidavit (00 45 10)
6. Iran Contracting Act Certification (00 45 15)
7. Public Works Contractor Registration Certification (00 45 20)
8. Certificate of Insurance (00 45 25)
9. Statement Regarding Debarment (00 45 30)
10. Disclosure of Discipline Record (00 45 35)
11. Acknowledgement of ALL Addenda on the online bidding portal
12. Optional Escrow Agreement, as applicable (00 61 30)

When paper copies are submitted, all prices must be written 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.

#### 9. GOVERNING GENERAL PROVISIONS.

The Specifications contained in the Agency Supplemental General Provisions (00 73 00) take precedence over the specification language contained in the Standard Specifications for Public Works Construction, "the Greenbook" latest edition and all errata. The Supplemental General Provisions address the unique conditions in the City of Carlsbad that are not addressed in the Greenbook. Therefore, if there is a conflict between the two, the Supplemental Provisions shall control over the Greenbook.

The Greenbook may be purchased at Bidder's/Contractor's local technical bookstore, online or directly from the publisher. The Supplemental Provisions are available only for download from the online bidding portal with Contract Documents. The Agency does not provide hard copies.

#### 10. MODIFICATIONS OF BIDS.

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions, or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall not delete, modify, or supplement the printed matter on the Bid Forms, or make substitutions thereon. Oral, telephonic, and electronic modifications will not be considered.

#### 11. BID GUARANTEE.

Each Bid shall be accompanied by: (a) a cashier's check; or (b), a certified check made payable to Agency; or (c), a Bid Bond secured from a surety company satisfactory to the Board, the amount of which shall not be less than 10% of the total bid price, made payable to Agency as bid security. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be a California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The bid security shall be provided as a guarantee that within 10 Working Days after the Agency provides the successful Bidder the Notice of Award, the successful Bidder will enter into a

contract and provide the necessary bonds and certificates of insurance. The bid security may be declared forfeited if the successful Bidder fails to enter into a contract and provide the necessary bonds and certificates of insurance. Any Bid received that does not comply with these Bid Guarantee instructions may be rejected as non-responsive, and Agency may enter into a contract with the next lowest, responsive, responsible Bidder, or may call for new Bids. No interest shall be paid on funds deposited with the Agency. Copies of Bid Bonds submitted to the Agency shall have the same force and effect as the original.

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 10 Working Days after the Contract is awarded.

The proceeds of the Bidder's security may also become property of the Agency if the Bidder withdraws its Bid within 15 Calendar Days after the Bid opening date, unless otherwise required by law, including Public Contract Code Section 5100 *et. seq.*, and notwithstanding the award of the Contract to another Bidder.

The Bidder shall submit Bid Bond (00 43 10) or Bid Security (00 43 20) with properly certified check with the Bid Package.

## 12. LABOR & MATERIAL BOND AND PERFORMANCE & WARRANTY BOND REQUIREMENTS.

The successful Bidder shall furnish Agency with a Labor and Material Payment Bond and a Performance and Warranty Bond, each in an amount equal to 100% of the Contract price. Each bond shall be secured from a surety company that meets all State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120 and is admitted by the State of California, and whose assets exceed their liabilities in an amount equal to or in excess of the amount of the bond. The Agency shall not accept personal sureties and unregistered surety companies. Each bond shall be accompanied, upon the request of Agency, with all documents required by Code of Civil Procedure Section 995.660 to the extent required by law. All bonding and insurance requirements shall be completed and submitted to Agency within 10 Working Days from the date the Agency provides the successful Bidder with the Notice of Award.

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 Agency until they are released as stated in the Contract. The Bonds are to be accompanied by 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.

## 13. SUBSTITUTION OF SECURITY.

The Contract Documents call for monthly progress payments based upon the percentage of the Work completed. The Agency will retain a percentage of each progress payment as provided by the Contract Documents. At the request and expense of the successful Bidder, the Agency will

substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

#### 14. OPTIONAL ESCROW FOR SECURITY DEPOSIT.

Pursuant to applicable provisions of law (i.e., Public Contract Code Section 10263), appropriate securities may be substituted for any obligation required by these instructions or for any monies withheld by the Agency to ensure performance under the Contract. Public Contract Code Section 10263 requires monies or securities to be deposited with the Agency 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.

#### 15. INSURANCE REQUIREMENTS.

Before commencing the Work, the successful Bidder shall purchase and maintain insurance as set forth in the Agency General Conditions. If the Bid is accepted, and if requested by the Agency, Contractor shall provide Agency or preferred vendor copies of the insurer's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Insurance Code Section 900 *et seq.* within 10 Calendar Days of the insurer's receipt of a request to submit the statements.

In accordance with the provisions of Labor Code Section 3700, Contractor shall secure the payment of compensation to its employees. Contractor shall sign and file with the Agency the following certificate before performing the Work under the Contract:

I am aware of the provisions of Labor Code Section 3700, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of the Contract.

The form of such, Certificate of Insurance (00 45 25), shall be submitted as a part of the Bid Package.

Insurance must be placed with insurers that:

- 1) Have a rating in the most recent Best's Key Rating Guide of at least A:-VII, or
- 2) Appear on the List of Approved Surplus Line Insurers, ("LASLI") with a Best's Key Rating Guide of at least A: X.
- 3) Are admitted to conduct the business of insurance in the State of California by the Insurance Commissioner.
- 4) Otherwise comply with all other aspects of City Council Policy No. 70.

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 may be waived. The Agency 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 the insurance shall be included in the Bid price.

The award of the Contract by the Board is contingent upon the Contractor submitting the required bonds and insurance, as described in the Contract Documents, within 10 Working Days of bid opening. If the Contractor fails to comply with these requirements, the Agency may award the Contract to the second or third lowest Bidder and the bid security of the lowest Bidder may be forfeited.

#### 16. LICENSING REQUIREMENTS.

Pursuant to Business and Professions Code Section 7028.15 and Public Contract Code Section 3300, all Bidders must possess proper licenses for performance of the Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Business and Professions Code Section 7028.5, the Agency shall consider any Bid submitted by a contractor not currently licensed in accordance with California law and pursuant to the requirements found in the Contract Documents to be nonresponsive, and the Agency shall reject the Bid. The Agency shall have the right to request, and Bidders shall provide within 10 Calendar Days, evidence satisfactory to the Agency of all valid license(s) currently held by that Bidder and each of the Bidder's Subcontractors, before awarding the Contract.

Notwithstanding anything contained in this Contract, if the Work involves federal funds, the Contractor shall be properly licensed by the time the Contract is awarded, pursuant to the provisions of Public Contract Code Section 20103.5.

#### 17. SUBCONTRACTORS.

Bidder shall set forth the name, address of the place of business, and contractor license number of each Subcontractor who will perform work, labor, furnish materials or render services to the bidder on the Contract. This requirement includes each Subcontractor licensed by the State of California who, under subcontract to Bidder, specially fabricates and installs a portion of the Work described in the Drawings and Specifications in an amount in excess of one-half of one percent (0.5%) of the total Bid price. Additionally, the Bidder shall indicate the portion of the Work to be done by each Subcontractor in accordance with Public Contract Code Section 4104.

Bidder shall submit Proposed Subcontractors Form (00 43 30) with the Bid Package.

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 80 percent of the Work by Subcontractors or performance by forces other than the Bidder's own organization will be rejected as non-responsive. Specialty items of work that may be so designated on the Proposed Subcontractors Form (00 43 30) "Contractor's Bid" will not be included in computing the percentage of work proposed to be performed by the Bidder.

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 the 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 the item.

When the Bidder proposes to use a Subcontractor to construct or install less than 100 percent of a Bid item, the Bidder shall attach an explanation sheet to the Proposed Subcontractor Form (00 43 30). The explanation sheet shall clearly apprise the Agency of the specific facts that show the Bidder proposes to perform no less than twenty percent (20%) of the Work with its own forces.

Determination of the subcontract amounts for purposes of award of the Contract shall be determined by the Board in conformance with the provisions of the Contract Documents. The decision of the Board 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 Section 1771.1 or 1777.7.

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

#### 18. BIDDER INFORMATION AND EXPERIENCE FORM.

Each Bidder shall complete the provided questionnaire and shall submit the questionnaire along with its Bid. Failure to provide all information requested within the questionnaire along with the Bid may cause the Bid to be rejected as non-responsive. The Agency may reject any Bid if an investigation of the information submitted does not satisfy the Agency that the Bidder is qualified to properly carry out the terms of the Contract.

The Bidder shall submit Bidder Information and Experience Form (00 43 40) with the Bid Package.

## 19. NON-COLLUSION AFFIDAVIT.

Bidders on all public works contracts are required to submit an affidavit of non-collusion with their Bid. This form (00 45 10 Non-Collusion Affidavit) is included with the Bid Package and must be signed and dated under penalty of perjury.

## 20. IRAN CONTRACTING ACT OF 2010.

In accordance with Public Contract Code Section 2200 *et seq.*, the Agency requires that any person that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the Agency with respect to goods or services of \$1,000,000 or more, certify at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

The form of such Iran Contracting Certificate is included with the Bid Package and must be signed and dated under penalty of perjury.

## 21. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION.

Pursuant to Labor Code Section 1773, the Agency has obtained the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in San Diego County from the Director of the Department of Industrial Relations for each craft, classification, or type of worker needed to execute this Contract. A copy of these prevailing wage rates may be obtained via the internet at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/).

In addition, a copy of the prevailing rate of per diem wages is available at the Agency and shall be made available to interested parties upon request. The successful Bidder shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon the Bidder to whom the Contract is awarded, and upon any Subcontractors, to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the specified prevailing wage rates to all workers employed by them in the execution of the Contract, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded the Contract, the Bidder and its Subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this Project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under the Contract and applicable law in its Bid.

To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained in the registration certificate. Failure to submit this certificate may render the Bid non-responsive. In addition, each Bidder shall provide the registration number for each listed Subcontractor in the space provided in the Proposed Subcontractors Form (00 43 30).

## 22. PREVAILING WAGES.

Pursuant to Labor Code Sections 1720, *et. seq.* and 1770, *et. seq.*, Contractor shall pay prevailing wages for all Work performed under the Contract. The Agency has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which the Work will be performed for each craft or type of worker needed to execute the Contract. These rates are available at the Agency or may be obtained online at <http://www.dir.ca.gov>. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s).

## 23. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS.

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code Section 1777.1 or 1777.7. Any contract on a public works project executed between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the Agency. The Contractor shall be responsible for the payment of wages to workers of a debarred Subcontractor who has been allowed to work on the Project.

The Agency may disqualify a Contractor or Subcontractor from participating in bidding when a Contractor or Subcontractor has been debarred by the Agency or another jurisdiction in the State of California as an irresponsible bidder.

## 24. SIGNING OF BIDS.

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations that the Bidder assumes under the Bid and under any Contract



arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

## 25.SUBMISSION OF SEALED BIDS.

Once the Bid and supporting documents have been completed and signed as set forth in these Instructions to Bidders, they shall be uploaded, along with other required materials, to the online bidding portal before the deadline for submitting bids.

At the time of Bid submission, whether in the form of a cashier's check, a properly certified check or an approved corporate surety bond payable to the Agency, Bidders must upload an electronic Portable Document Format (PDF) copy of the Bid Guarantee to the online bidding portal. The first 3 apparent low Bidders must provide the Agency with the original Bid Guarantee within 2 Business Days after the Bid opening date.

Failure to submit the electronic version of the Bid Guarantee at time of bid submission shall cause the bid to be rejected and deemed **non-responsive**. Failure to provide the original within 2 business days may deem the bidder **non-responsive**.

Original Bid Bond shall be submitted to:

Public Works Contract Administration  
Attention: Janean Hawney, Contract Administrator  
1635 Faraday Avenue  
Carlsbad, California, 92008

No oral or telephonic Bids will be considered. Pursuant to Public Contract Code Sections 1600 and 1601, Bidders will submit their Bids via electronic transmission (the online bidding portal). Bids received after the Bid Submission Deadline will not be accepted. Agency may reject any Bid not strictly complying with Agency's designated methods for delivery.

## 26.OPENING OF BIDS.

Bids submitted on the online bidding portal will be reviewed by the Agency. Once the Bid Submission Deadline has passed, Bidders, proposers, the general public, and Agency staff are able to immediately see the results online. Agency shall consider award of the Contract to the lowest, responsive, responsible Bidder as determined by the Agency consistent with Section 32 below. In case of a discrepancy between the line item entries submitted in the online bidding portal and the Bid Form, the online bidding portal shall prevail. In the event of any discrepancies, written numbers (e.g., fifty, hundred) will govern over numerical numbers (e.g., 50, 100) on the Bid Form. Also, the sum of all lump sum line items will govern over the "Total Proposed Lump Sum Price" line item.

The Agency may reject any or all Bids or waive any irregularities or informalities in any Bids or in the Bidding process.

The Bid and the terms of the Contract Documents constitute an irrevocable offer that shall remain valid and in full force for a period of 90 Calendar Days from the Bid Submission Deadline and such additional time as may be mutually agreed upon by the Agency and the Bidder.

#### 27. WITHDRAWAL OF BID.

Any Bid may be withdrawn via written letter, incurring no penalty, at any time before the scheduled closing time for receipt of Bids. Requests to withdraw Bids shall be worded to not reveal the amount of the original Bid. Withdrawn Bids may be resubmitted until the Bid Submission Deadline, provided that resubmitted Bids are in conformance with these Instructions to Bidders.

Bids may be withdrawn after bid opening only by providing written notice to Agency within five (5) Working Days of the bid opening and in compliance with Public Contract Code Section 5100 *et seq.*, or as otherwise may be allowed with the consent of the Agency.

#### 28. BIDDERS INTERESTED IN MORE THAN ONE BID.

No Bidder shall be allowed to make, file or be interested in more than 1 Bid for the same work unless alternate Bids are specifically called for. If the Notice Inviting Bids provides for alternate Bids, a person, firm or corporation that has submitted a sub-proposal to a Bidder, or that has quoted prices of materials to a Bidder, is not disqualified from submitting a sub-proposal or quoting prices to other Bidders. No person, firm, corporation, or other entity may submit a sub-proposal to a Bidder, or quote prices of materials to a Bidder, when also submitting a prime Bid on the same Project.

#### 29. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES, AND FEES.

Contractor and its Subcontractors performing work under the Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the Work will be located, unless otherwise expressly provided by the Contract Documents.

#### 30. PERMIT AND INSPECTION FEE ALLOWANCE.

Section not used.

#### 31. BASIS OF AWARD; BALANCED BID.

The Agency shall award the Contract to the lowest responsible Bidder submitting a responsive Bid. The lowest Bid will be determined on the basis of the Schedule A Bid price. In the event of any discrepancies, written numbers (e.g., fifty, hundred) will govern over numerical numbers (e.g., 50, 100) on the Bid Form. Also, the sum of all lump sum line items will govern over the "Total Proposed Lump Sum Price" line item.

The Agency may reject any Bid which, in its opinion when compared to other Bids received or to the Agency's internal estimates, does not accurately reflect the cost to perform the Work. The Agency may reject as non-responsive any Bid which unevenly weights or allocates costs, including but not limited to overhead and profit to 1 or more particular Bid items or otherwise violates Public Contract Code Section 9203.

### 32.AWARD PROCESS.

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, the Board may award the Contract. Once notified by Agency staff, the apparent successful Bidder should begin to prepare the following documents: (1) the Labor and Materials Bond; (2) the Performance and Warranty Bond; and (3) the required insurance certificates and endorsements. Once the Agency notifies the Bidder of the award, the Bidder will have 10 Working Days from the date of this notification to execute the Contract and supply the Agency with all of the required documents and certifications or the Bidder may forfeit the Bid security and the Agency may pursue award of the Contract to the next lowest, responsive, responsible Bidder. Once the Agency receives all properly drafted and executed documents and certifications from the Bidder, the Agency shall issue a Notice to Proceed to that Bidder.

### 33.EXECUTION OF CONTRACT.

As required in these Instructions to Bidders, the Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. The Agency may require appropriate evidence that the persons executing the Contract are duly empowered to do so. The Contract and bond forms to be executed by the successful Bidder are included within these Specifications and shall not be detached.

### 34.BUSINESS LICENSE

The prime Contractor is required to have and maintain a valid City of Carlsbad Business License for the duration of the Contract.

### 35.PARTICIPATION OF MINORITY AND WOMEN-OWNED BUSINESSES.

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

### 36.USE OF RECYCLED MATERIALS

The Agency encourages Bidders, suppliers, manufacturers, fabricators and contractors to utilize recycled and recyclable materials when available, appropriate and approved by the Agency's Engineer.

### 37.STATUTORY REFERENCES

All references in these Instructions to Bidders (00 21 10) to any statute, rule or regulation are to the statute, rule or regulation as amended, modified, supplemented or replaced from time to time by the corresponding legislative or regulatory body.

## **END OF SECTION**

1. BID SCHEDULE

Schedule "A" per GENERAL AND TECHNICAL SPECIFICATIONS, PROJECT MANUAL AND PLANS				
Item No.	Item Description	Unit of Measure	Unit Price	Total Price EOC Reconfiguration
A-1	Mobilization (See Contract Section 7-3.4)	LS	N/A	64,231.00
A-2	General Provisions (including weekly clean up, debris removal and monthly schedule updates) to be billed monthly	LS	N/A	101,756.00
A-3	Selective demolition	LS	N/A	76,114.00
A-4	Division 3 – Concrete work	LS	N/A	82,382.00
A-5	Division 5 – Metals	LS	N/A	89,218.00
A-6	Division 6 – Wood, Plastics, Composites	LS	N/A	139,049.00
A-7	Division 7 – Thermal and Moisture Protection	LS	N/A	40,915.00
A-8	Division 8 – Openings	LS	N/A	51,387.00
A-9	Division 9 – Finishes	LS	N/A	140,200.00
A-10	Division 10 – Specialties / Signage	LS	N/A	394,552.00
A-11	Division 23 – Heating, Ventilating and Air Conditioning (HVAC)	LS	N/A	52,876.00
A-12	Division 26 – Electrical	LS	N/A	241,005.00
A-13	Division 27 – Communications	LS	N/A	552,043.00
A-14	Division 28 – Electronic Safety & Security	LS	N/A	135,299.00
A-15	Punchlist work scope and completion	LS	N/A	0
A-16	Closeout documents (complete with warranties and Operations and Maintenance manuals	LS	N/A	\$20,000
A-17	Audio/Visual (AV) System	LS	N/A	\$15,000
				685,232.00

The costs for any Work shown or required in the Contract Documents, but not specifically identified above as a line item shall be included in the related line items in the above schedules and no additional compensation shall be due to the Contractor for the performance of the Work required in the Contract Documents.

2. TOTAL BID PRICE

<p><b>The TOTAL BID PRICE on Bid Schedule "A "</b></p> <p>Total Bid Price in Numbers for EOC Reconfiguration: <u>2,687,000.00</u> <u>2,661,000.00</u></p> <p>Total Bid Price in Words for EOC Reconfiguration: <u>Two Million Six Hundred Eighty Seven Thousand Dollars Sixty One Thousand Dollars.</u></p>
---

The City shall determine the low bid based on the sum calculated above in Schedule "A" for the EOC Reconfiguration.

In case of a discrepancy between the line item entries submitted in the online bidding portal and the Bid Form, the online bidding portal shall prevail.

The undersigned agrees that this Bid Form constitutes a firm offer to the Agency which cannot be withdrawn for ninety (90) Calendar Days from and after the Bid opening, or until a Contract for the Work is fully executed by the Agency and the lowest responsible Bidder, whichever is later.

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

### 3. RECITALS

The successful Bidder agrees to sign the Contract and furnish the necessary bonds and certificates of insurance within 10 Working Days after the Agency issues the Notice of Award to the successful Bidder.

The Undersigned agrees that in case of failure to execute the required Contract with necessary bonds and insurance policies within this time period, the Agency may pursue awarding the Contract to the next lowest responsible Bidder and the Bid Security of the lowest Bidder may be forfeited.

Upon receipt of the signed Contract and other required documents, the Agency will proceed to execute the Contract and issue a purchase order and the Notice to Proceed. The time of completion shall commence on the date of the Notice to Proceed, unless otherwise specified. The undersigned agrees to begin the Work within 10 Working Days of the date of the Notice to Proceed, unless otherwise specified.

The Undersigned is aware of the provisions of Labor Code Section 3700, 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 Labor Code Section 1770 *et seq.* 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.

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 and that this

statement is true and correct and has the legal effect of an affidavit. The following are the Bidder's applicable license number(s), with their expiration date(s) and class of license(s):

License #864339

Classifications: A & B

License Expiration Date: 04/30/2025

If the Bidder is a joint venture, each member of the joint venture must include the required licensing information.

A Bid submitted to the Agency 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 Agency. 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 represents as follows:

1. That no elected or appointed official, officer, agent, or employee of the Agency is personally interested, directly or indirectly, in this Contract, or the compensation to be paid under it; that no representation, oral or in writing, of the Agency, its officers, agents, or employees has induced Bidder to enter into this Contract, excepting only those contained in this form of Contract and the papers made a part of this Contract 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 Bid is Bid Bond (Cash, Certified Check, Bidder's Bond or Cashier's Check) for 10% of the amount Bid, payable to Agency as Bid Security and which is given as a guarantee that the undersigned will enter into a Contract and provide the necessary bonds and certificates of insurance if awarded the Contract.

Organized under the laws of the State of California.

- an individual
- a partnership
- a corporation

**(signatures continued on next page)**

**IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:**

I certify under penalty of perjury under the laws of the State of California that all of the information submitted in connection with this Bid and all of the representations made in this Bid are true and correct.

1 Name under which business is conducted \_\_\_\_\_

2 Signature (given and surname) of proprietor \_\_\_\_\_

Printed/Typed Name \_\_\_\_\_

3 Place of Business (Full Address: street, number, city, state, zip) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4 Telephone Number \_\_\_\_\_

5 Email \_\_\_\_\_

**NOTARIAL ACKNOWLEDGMENT OF EXECUTION BY ALL SIGNATORIES MUST BE ATTACHED**

**IF A PARTNERSHIP, SIGN HERE:**

I certify under penalty of perjury under the laws of the State of California that all of the information submitted in connection with this Bid and all of the representations made in this Bid are true and correct.

1 Name under which business is conducted \_\_\_\_\_

2 Signature (given and surname and role)  
(Note: Signature must be made by a general partner) \_\_\_\_\_

Printed/Typed Name \_\_\_\_\_

3 Place of Business  
(Full Address: street, number, city, state, zip) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4 Telephone Number \_\_\_\_\_

5 Email \_\_\_\_\_

**NOTARIAL ACKNOWLEDGMENT OF EXECUTION BY ALL SIGNATORIES MUST BE ATTACHED**



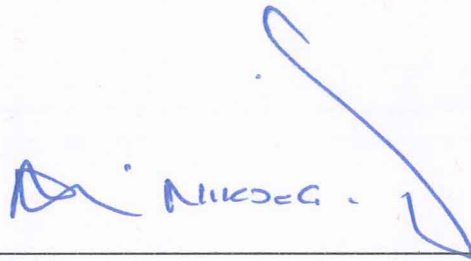
**IF A CORPORATION, SIGN HERE:**

I certify under penalty of perjury under the laws of the State of California that all of the information submitted in connection with this Bid and all of the representations made in this Bid are true and correct.

1 Name under which business is conducted

Gilman Builders, Inc.

2 Signature (given and surname and Title)  
(Note: Signature must be made by a someone who can bind the corporation)

A handwritten signature in blue ink, appearing to read "Alireza Niksefat", is written over a horizontal line.

Printed/Typed Name

Alireza Niksefat

3 Place of Business  
(Full Address: street, number, city, state, zip)

21 Sanctuary

Irvine, CA 92620

4 Telephone Number

949-648-0444

5 Email

ali@gilmanbuilders.com

**NOTARIAL ACKNOWLEDGMENT OF EXECUTION BY ALL SIGNATORIES MUST BE ATTACHED**

**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Orange }  
On 01/05/2024 before me, Gina Auh, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Alireza Tahriri Niksefat  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Gina Auh  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Project Bid Form

Document Date: 01/05/2024 Number of Pages: one

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_

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

Alireza Niksefat	President
Alireza Niksefat	Vice President
Alireza Niksefat	Secretary
Alireza Niksefat	CFO
Alireza Niksefat	Assistant Secretary

**END OF SECTION**

00 43 10 BID BOND FORM

(Note: This form is not required when other form of Bidder's Security, e.g. cash, certified check or cashier's check, accompanies Bid. In that case, use form 00 43 20 Bid Security)

**NAME OF PROJECT:** Carlsbad EOC Reconfiguration Project  
**CONTRACT NO.:** PWS24-2272FAC

**NAME OF BIDDER:** Gilman Builders, Inc.

The makers of this bond are, Gilman Builders, Inc. as Principal, and Old Republic Surety Company, as Surety and are held and firmly bound unto the City of Carlsbad ("Agency") in the penal sum of 10% OF THE TOTAL BID PRICE of the Principal submitted to the Agency for the Work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid dated December 12, 2023.

If the Principal does not withdraw its Bid within the time specified in the Contract Documents; and if the Principal provides all required documents to the Agency and is awarded the Contract; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall affect its obligation under this bond, and Surety waives notice of any such changes.

In the event a lawsuit is brought upon this bond by the Agency and judgment is recovered, the Surety shall pay all litigation expenses incurred by the Agency in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

This payment surety bond may be approved as to form by the Agency in counterpart, and the counterparts shall all constitute a single, original instrument.

///

///

///

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 13th day of November, 2023, the name and corporate seal of each corporation.


PRINCIPAL:

Executed by SURETY

Gilman Builders, Inc.  
(Name of Principal)

this 13th day of November, 2023

By:

  
(sign here)

SURETY:

Old Republic Surety Company  
(name of Surety)

Alroza Niksefat  
(Print name here)

14728 Pipeline Avenue, Suite E, Chino Hills, CA 91709  
(address of Surety)

President  
(Title and Organization of Signatory)

909-367-2015  
(telephone number of Surety)

By:   
(signature of Attorney-in-Fact)

Andrew Sysyn, Attorney-in-Fact  
(printed name of Attorney-in-Fact)

Required Attachments:

- Corporate resolution showing current power of attorney.
- Proper execution by PRINCIPAL.
- Proper notarial acknowledgment of execution by SURETY.
- President or vice-president and CFO, secretary or assistant secretary must sign for corporations. If only 1 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.

**END OF SECTION**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**



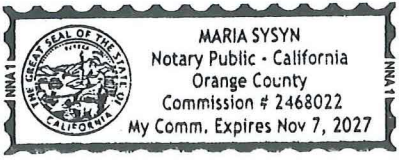
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Orange )  
On NOV 13 2023 before me, Maria Sysyn, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Andrew Sysyn  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Andrew Sysyn of San Juan Capistrano, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof. (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 9th day of October 2020

Karen J. Haffner  
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 9th day of October, 2020, personally came before me, Alan Pavlic, and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson  
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

74 7199



Signed and sealed at the City of Brookfield, WI this 13th day of November 2023

Karen J. Haffner  
Assistant Secretary

DRSC 22262 (3-06)

**Company Profile**

**COMPANY PROFILE**

Company Search

**Company Information**

Company Search Results

**OLD REPUBLIC SURETY COMPANY**

Company Information

**P.O. BOX 1635  
MILWAUKEE, WI 53201**

Old Company Names

**Old Company Names**

**Effective Date**

Agent for Service

**Agent For Service**

Reference Information

Melissa DeKoven  
2710 Gateway Oaks Drive, Suite 150N  
Sacramento CA 95833-3505

NAIC Group List

Lines of Business

Workers'

Compensation

Complaint and

Request for

Action/Appeals

Contact Information

**Reference Information**

NAIC #:	40444
California Company ID #:	3254-0
Date Authorized in California:	12/14/1990
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	WISCONSIN

Financial Statements PDF's

Annual Statements

Quarterly Statements

Company Complaint

Company Performance & Comparison Data

Company Enforcement Action

Composite Complaints Studies

**back to top**

Additional Info

**NAIC Group List**

Find A Company Representative In Your Area

NAIC Group #: 0150 OLD REPUBLIC GRP

View Financial Disclaimer

**Lines Of Business**

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

LIABILITY

MISCELLANEOUS

SURETY

**back to top**



**00 43 20 BID SECURITY**

(Note: This form is required when cash, certified check or cashier's check, accompanies Bid. If Bid Bond is being provided, use form 00 43 10 Bid Bond)

**NAME OF PROJECT:** Carlsbad EOC Reconfiguration Project

**NAME OF BIDDER:** \_\_\_\_\_

Accompanying this proposal is a Certified / Cashier's check payable to the order of the City of Carlsbad ("Agency"), in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), this amount being 10% of the total amount of the Bid. The proceeds of this check shall become the property of the Agency, provided this proposal shall be accepted by the Agency 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 Agency if the Undersigned shall withdraw his or her Bid within the period of 15 Calendar Days after the date set for the opening of the Bid, unless otherwise required by law, and notwithstanding the award of the Contract to another Bidder.

\_\_\_\_\_  
BIDDER

Required Attachments:

- Certified Check or Cashier's Check

**END OF SECTION**

00 43 30 PROPOSED SUBCONTRACTORS FORM

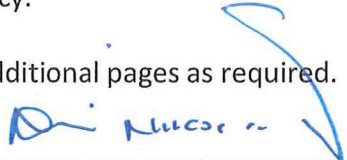
**NAME OF PROJECT:** Carlsbad EOC Reconfiguration Project

**NAME OF BIDDER:** Gilman Builders, Inc.

In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 *et seq.*), Bidder shall set forth below: (a) the name and the location of the place of business, (b) the California contractor license number, (c) the DIR public works contractor registration number, and (d) the portion of the Work which will be done by each Subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work or improvement to be performed under this Contract in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price. Notwithstanding the foregoing, if the Work involves the construction of streets and highways, then the Bidder shall list each Subcontractor who will perform work or labor or render service to the Bidder in or about the Work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If a Bidder fails to specify a Subcontractor or if a Contractor specifies more than one Subcontractor for the same portion of Work, then the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of Work and that it shall perform that portion itself. No changes in the Subcontractor's listed Work will be made without the prior approval of the Agency.

Attach additional pages as required.

  
\_\_\_\_\_  
(Signature of Bidder)

Name of Subcontractor	Location of Business	CSLB Contractor License No. / Exp. Date	DIR Registration No. / Exp. Date	Type of Work to be done by Subcontractor	% of Work	Amount of Work by Subcontractor in Dollars*
Double Play Industries	Escondido	941941 1/31/26	1000001629 6/30/24	Glass & Glazing/ Storefront	2.98	\$ 80,000.00
Garcia's Precision Acoustics, Inc.	Carlsbad	605515 5/31/25	1000020107 6/30/24	Acoustical/Ceiling Linear Ceiling 2" flat panel	6.03	\$ 162,030.00
Caraycon, Inc.	City of Industry	255068 8/31/25	100002937 6/30/24	HVAC	6.07	\$ 163,000.00
Meldorkman Millwork	San Diego	865778 6/30/24	1000001176 6/30/25	Millwork	1.05	\$ 28,113.87
Rosenbach Company	El Cajon	842271 7/31/24	100002519 6/30/24	Demolition	1.92	\$ 51,600.00
Titan Fire Protection	Vista	989280 12/31/25	1000016631 6/30/24	Fire Sprinklers	.74	\$ 20,000.00

Pursuant to Public Contract Code Section 4104, subdivision (a)(3)(A), 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."

## END OF SECTION

Name of Subcontractor	Location of Business	CSLB Contractor License No. / Exp. Date	DIR Registration No. / Exp. Date	Type of Work to be done by Subcontractor	% of Work	Amount of Work by Subcontractor in Dollars*
National Electric Works	San Diego	591191 3/31/26	100003595 6/30/26	Structured Cabling / Voice & Data	1.13	\$ 111,000.00
Western Audio Visual	Orange	871609 1/31/26	100008082 6/30/24	Audio Visual	22.01	\$ 591,392.00
S.C. Coatings Corporation	Murrieta	791299 2/28/25	1000018680 6/30/25	Painting	.89	\$ 15,229.00
Bradford Signs	Spring Valley	1034012 12/31/25	1000054455 6/30/24	Signage	.96	\$ 25,725.00
AnyTime Drywall, Inc.	Phelan	968059 12/31/25	1000031337 6/30/26	Metal Stud / Drywall	3.51	\$ 94,200.00
Cacy Electric	El Cajon	780158 10/31/25	100001728 6/30/25	Electrical	17.73	\$ 476,433.00

Pursuant to Public Contract Code Section 4104, subdivision (a)(3)(A), 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."

## END OF SECTION

00 43 40 BIDDER INFORMATION AND EXPERIENCE FORM

NAME OF PROJECT: Carlsbad EOC Reconfiguration Project  
CONTRACT NO.: PWS24-2272FAC

NAME OF BIDDER: Gilman Builders, Inc.

1. INFORMATION ABOUT BIDDER

(Indicate not applicable ("N/A") where appropriate.)

NOTE: Where Bidder is a joint venture, pages shall be duplicated, and information provided for all parties to the joint venture.

1. Type, if Entity: Corporation

2. Bidder Address: 21 Sanctuary, Irvine, CA 92620

a. Facsimile Number \_\_\_\_\_

b. Telephone Number 949-648-0444

c. Email Address ali@gilmanbuilders.com

3. How many years has Bidder's organization been in business as a contractor? 13

4. How many years has Bidder's organization been in business under its present name? 13

a. Under what other or former names has Bidder's organization operated?  
n/a

5. If Bidder's organization is a corporation, answer the following:

a. Date of Incorporation: 12/17/2010

b. State of Incorporation: California

c. President's Name: Alireza Niksefat

d. Vice-President's Name(s): Alireza Niksefat

e. Secretary's Name: Alireza Niksefat

f. Treasurer's Name: Alireza Niksefat

g. CFO's Name: Alireza Niksefat

6. If an individual or a partnership, answer the following:

a. Date of Organization: \_\_\_\_\_

b. Name and address of all partners (state whether general or limited partnership):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. If other than a corporation or partnership, describe organization and name principals:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. List other states in which Bidder's organization is legally qualified to do business.

\_\_\_\_\_

9. What type of work does the Bidder normally perform with its own forces?

\_\_\_\_\_

10. Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

\_\_\_\_\_

11. Within the last 5 years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

No

\_\_\_\_\_

12. List Trade/Client References: Robert Suppelsa, Vice President, El Camino Community College  
310-660-3107, bsuppelsa@elcamino.edu

Anthony Tatikian, Crosby Plumbing, 626-705-0809, anthony@crosbyplumbing.net

Mike Yackee, Graycon HVAC, 909-319-4706, myackee@graycon.net

13. List Bank References (Bank and Branch Address):

Chase Bank, Indian Canyon, Irvine, Gina Auh, Bank Manager, 714-731-2471, gina.auh@chase.com

14. Name of Bonding Company and Name and Address of Agent:

Old Republic Surety Company, Andrew Sysyn, 949-292-3353, andrew@artisanbonding.com  
30101 Hillside Terrace, San Juan Capistrano, CA 92675

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

## 2. LIST OF CURRENT PROJECTS (BACKLOG)

[\*\*Duplicate or attach additional pages if needed for listing current projects.\*\*]

Project Name Sub or Prime?	Description of Bidder's Work	Client Name	Completion Date	Cost of Bidder's Work
El Camino Community College Student	Site Work Including grading, underground utilities, underground electrical, site	Mr. Robert Suppelsa,	Nov. 2023	\$3,100,000
Health Service Building	concrete, site paving, Irrigation & landscaping and site furnishing, building electrical, building access	Vice President, El Camino		
	control, intrusion control and fire alarm.	College		

**LIST OF COMPLETED PROJECTS (LAST 3 YEARS)**

[\*\*Duplicate or attach additional pages if needed for listing completed projects. \*\*]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

<b>Project Name Sub or Prime?</b>	<b>Description of Bidder's Work</b>	<b>Client Name</b>	<b>Completion Date</b>	<b>Cost of Bidder's Work</b>
Orange Coast College ABC Building	Replace the brick veneer cladding at all exterior walls with plaster, install expansion joint cover between building and remodle restrooms at all three buildings.	Cosat Commu nity College	September 2022	\$2,100,000
Las Brisas Admin. & Early Learning Center	Remodling a two story building including the site work consisting of grading, site concrete, paving, tot-lot, fencing & site furnishing	County of Riverside Education Department	2021	\$2,300,000
Santa Monica City Hall Entire Third Level	Third Level Complete Renovation including All finishes, MEP and new roofing for the entire building	City of Santa Monica	2020	\$2,400,000



## EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

**Personnel:**

The Bidder shall identify the key personnel to be assigned to this Project in a management, construction supervision or engineering capacity. Add additional pages to identify ALL key personnel. Bidder may submit a 2-page resume of each key personnel mentioned above.

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the Agency.

Job Title Name % time committed to this Project	Specialized Education	Years of construction experience relevant to the Project	Summarize the experience
Alireza Niksefat 100%	BS in Construction Engineering & Management	25 Years	Project Manager and Superintendent
Victor Vazquez	Field Formeman and Concrete Superintendent	25 Years	Foreman
Batisse Niksefat	Construction	2 Years	Project Engineer

**Additional Bidder's Statements:**

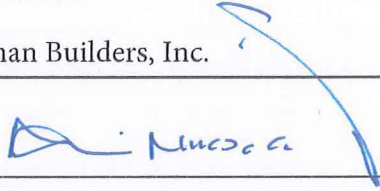
If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

n/a

### 3. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:  
I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder: Gilman Builders, Inc.

Signature 

Name Alireza Niksefat

Title President

Date 01/10/24

**END OF SECTION**

00 45 10 NON-COLLUSION AFFIDAVIT

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

NAME OF PROJECT: Carlsbad EOC Reconfiguration Project

NAME OF BIDDER: Gilman Builders, Inc.

Consistent with Public Contract Code Section 7106, the undersigned declares:

I am the President of Gilman Builders, Inc., 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 of it, or the contents of it, or divulged information or data relative to it, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent of these, 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, represents that they have full power to execute, and do 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 01/10 20 24 at Irvine [city], CA [state].

Signature 

Name Alireza Niksefat

Title President

END OF SECTION

00 45 15 IRAN CONTRACTING ACT CERTIFICATION

NAME OF PROJECT: Carlsbad EOC Reconfiguration Project

NAME OF BIDDER: Gilman Builders, Inc.

As required by Public Contract Code Section 2204, the Contractor certifies subject to penalty of perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

The Contractor is not:

- 1) identified on the current list of persons and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
- 2) a financial instruction that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

The Agency has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the Agency will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signature:  Date: 01/10/2024

Name: Alireza Niksefat Title: President

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for 3 years.

END OF SECTION

00 45 20 PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

NAME OF PROJECT: Carlsbad EOC Reconfiguration Project

NAME OF BIDDER: Gilman Builders, Inc.

Pursuant to Labor Code Sections 1725.5 and 1771.1, all Contractors and Subcontractors that wish to Bid on, be listed in a Bid proposal, or enter into a Contract to perform public work must be registered with the Department of Industrial Relations. See [Public Works \(ca.gov\)](http://Public Works (ca.gov)) for additional information.

No Bid will be accepted, nor any Contract entered into without proof of the Contractor's and Subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder certifies that it is aware of the registration requirements set forth in Labor Code Sections 1725.5 and 1771.1 and is currently registered as a Contractor with the Department of Industrial Relations.

Name of Bidder: Gilman Builders, Inc.  
DIR Registration Number: 1000003412  
DIR Registration Expiration: 06/30/2025

Bidder further certifies:

1. Bidder shall maintain a current DIR registration for the duration of the Project.
2. Bidder shall include the requirements of Labor Code Sections 1725.5 and 1771.1 in its Contract with Subcontractors and ensure that all Subcontractors are registered at the time of Bid opening and maintain registration status for the duration of the Project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the Bid is non-responsive.

Signature: 

Date: 01/10/2024

Name: Alireza Niksefat

Title: President

END OF SECTION

**00 45 25 CERTIFICATE OF INSURANCE**

**NAME OF PROJECT:** Carlsbad EOC Reconfiguration Project

**NAME OF BIDDER:** Gilman Builders, Inc.

Bidder must **attach either** of the following to this page.

- Certificates of insurance showing conformance with the requirements for each of:
  - a. Comprehensive General Liability
  - b. Automobile Liability
  - c. Workers Compensation
  - d. Employer's Liability
  
- 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 the required policies of insurance for Comprehensive General Liability, Automobile Liability, Workers Compensation and Employer's Liability in conformance and the required Certificates of insurance to the Agency.

**END OF SECTION**





ENDORSEMENT AGREEMENT

WAIVER OF SUBROGATION  
BLANKET BASIS

9034296-23  
RENEWAL  
SP  
5-35-04-69  
PAGE 1 OF 1



HOME OFFICE  
SAN FRANCISCO

EFFECTIVE NOVEMBER 20, 2023 AT 12.01 A.M.  
AND EXPIRING NOVEMBER 20, 2024 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE  
AT 12:01 AM PACIFIC  
STANDARD TIME OR THE  
TIME INDICATED AT  
PACIFIC STANDARD TIME

GILMAN BUILDERS, INC.  
21 SANCTUARY  
IRVINE, CA 92620

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE  
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL  
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR  
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU  
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU  
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE  
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND  
ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY  
OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE  
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR  
LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: NOVEMBER 21, 2023

2572 June 11, 2024  
*Kent R. LaRuff*  
AUTHORIZED REPRESENTATIVE

*Vernon Steiner*  
Item #11  
PRESIDENT AND CEO

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where required by written contract or written agreement.	All operations of the Named Insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



P.O. BOX 8192, PLEASANTON, CA 94588

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

**ISSUE DATE: 11-20-2023**

GROUP:  
POLICY NUMBER: **9034296-2023**  
CERTIFICATE ID: **1**  
CERTIFICATE EXPIRES: **11-20-2024**  
**11-20-2023/11-20-2024**

**CONTRACTORS STATE LICENSE BOARD  
WORKERS COMPENSATION UNIT  
PO BOX 26000  
SACRAMENTO CA 95826-0026**

SP

**LIC PERMIT#: 864339  
INCEPTION DATE: 11-20-2023  
DO: SP**

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

**EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.**

**ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 11-20-2023 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.**

EMPLOYER

**GILMAN BUILDERS, INC.  
21 SANCTUARY  
IRVINE CA 92620**

SP

[P1F,SG]

**GILMAN BUILDERS, INC.**

California Contractor License #864339 A & B

***DGS Certified Small Business Enterprise (SBE) #1790143***

**01/05/2024**

**Re: Insurance Requirement for Carlsbad EOC Reconfiguration Project**

**To Whom It May Concern,**

If awarded this project, we will provide and pay for any and/or all insurance that is required for this project as stipulated in the General Conditions and Bid Form.

Respectfully,

Ali Niksefat



**Gilman Builders, Inc.**

21 Sanctuary  
Irvine, CA 92620  
Phone: (949) 648-0444  
[www.gilmanbuilders.com](http://www.gilmanbuilders.com)

**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

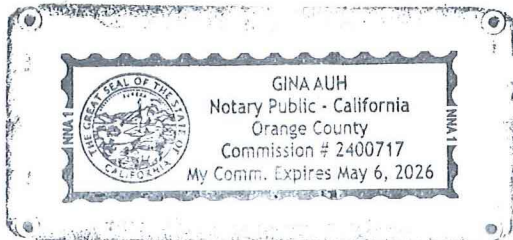
State of California

County of Orange

On 01/05/2024 before me, Gina Auh, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Alireza Tahiri Niksefat  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Insurance Requirement for Carlsbad EOC Reconfiguration Project Letter  
Document Date: 01/05/2024 Number of Pages: one

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  Partner –  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_



## 00 45 35 DISCLOSURE OF DISCIPLINE RECORD

**NAME OF PROJECT:** Carlsbad EOC Reconfiguration Project

**NAME OF BIDDER:** Gilman Builders, Inc.

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 latent act or omission is filed within 4 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 2 or more times within an 8-year period?  
 YES  
 NO
  
2. Has the suspension or revocation of your contractor's license ever been stayed?  
 YES  
 NO  
 N/A
  
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 2 or more times within an 8-year period?  
 YES  
 NO
  
4. Has the suspension or revocation of the license of any Subcontractors that you propose to perform any portion of the Work ever been stayed?  
 YES  
 NO  
 N/A

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 pertains to, the nature of the violation and disciplinary action taken.

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

6. If the answer to either of 2 or 4 above is "yes," fully identify, in each and every case, the party whose discipline was stayed, the date of and the violation that the disciplinary action pertains to, 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:

By: Alireza Niksefat  
(sign here)

Alireza Niksefat, President  
(print name and title)

**END OF SECTION**



## 00 52 00 CONTRACT

This Project No. 4715 ("Contract") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Carlsbad ("Agency") and Gilman Builders, Inc., a California corporation ("Contractor"), whose principal place of business is 21 Sanctuary, Irvine, CA 92620.

The parties agree:

### 1. SCOPE OF WORK.

The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all the Work required in strict compliance with the Contract Documents for the following Project:

**NAME OF PROJECT:** Carlsbad EOC Reconfiguration Project

The Contractor and its surety shall be liable to the Agency for any damages arising as a result of the Contractor's failure to comply with the obligation described in this Section 1.

### 2. TIME OF COMPLETION.

Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the Agency's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within 150 working days from the commencement date stated in the Notice to Proceed. Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

### 3. CONTRACT PRICE.

The Agency shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions made in accordance with the Contract Documents, and including all applicable taxes and costs, the sum of TWO MILLION SIX HUNDRED SIXTEY ONE THOUSAND Dollars (\$2,661,000.00). Payment shall be made as set forth in the General Conditions.

The Engineer will close the estimate of work completed for progress payments on the last working day of each month. The Agency shall withhold retention as required by Public Contract Code Section 9203.

### 4. LIQUIDATED DAMAGES.

In accordance with Government Code Section 53069.85, it is agreed that the Contractor will pay the Agency the sum set forth in Section 00 73 00 Supplemental General Provisions for each and every Calendar Day of delay beyond the time of completion prescribed in this Contract as Liquidated Damages and not as a penalty or forfeiture. If this sum is not paid, the Contractor agrees the Agency may deduct that amount from any money due or that may become due the

Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents.

## 5. CONTRACT DOCUMENTS.

The "Contract Documents" include the following:

- 00 11 10 Notice Inviting Bids
- 00 21 10 Instructions to Bidders
- 00 41 00 Bid Form
- 00 42 10 Bid Bond or 00 43 20 Bid Security
- 00 43 30 Proposed Subcontractors
- 00 43 40 Bidder Information and Experience
- 00 45 10 Non-Collusion Affidavit
- 00 45 15 Iran Contracting Act Certification
- 00 45 20 Public Works Contractor Registration Certification
- 00 45 30 Statement of Regarding Debarment
- 00 45 35 Disclosure of Discipline Record
- 00 52 10 Contract
- 00 61 10 Labor and Materials Bond
- 00 61 20 Faithful Performance and Warranty Bond
- 00 61 30 Optional Escrow Agreement (if applicable)
- 00 73 00 Supplemental General Provisions
- Technical Specifications for the Project
- All Addenda
- Plans and Drawings
- Permits
- 00 74 00 Supplemental Technical Provisions
- "Standard Specifications and Drawings," as last revised
- Standard Specifications for Public Works Construction "Greenbook," latest edition and including all errata
  - Part 1 General Provisions
  - Part 2 to Part 8 (Construction Materials, Construction Methods, Existing Improvements, Pipeline System Rehabilitation, Temporary Traffic Control, Street Lighting and Traffic Signal Systems, Landscaping and Irrigation)
- Standard Plans for Public Works Construction, latest edition and including all errata
- Applicable Local Agency Standards and Specifications, as last revised
- Approved and fully executed change orders

- Any other documents contained in or incorporated by reference into the Contract Documents

The Contractor shall complete the Work in strict accordance with the Contract Documents. The requirements of the various sections or documents comprising the Contract Documents are intended to be complementary. Work required by 1 of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

**6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.**

Every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the Labor Code and Public Contract Code which are applicable to the Work.

**7. INDEMNIFICATION.**

Contractor shall provide indemnification and defense as set forth in the 00 73 00 Agency Supplemental General Provisions.

**8. PREVAILING WAGES.**

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates may be obtained online at <http://www.dir.ca.gov> and which must be posted at the job site.

///

///

///

///

///

///

///

///

///

///

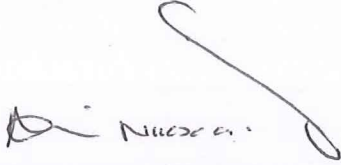
///

**NOTARIAL ACKNOWLEDGMENT OF EXECUTION BY ALL SIGNATORIES MUST BE ATTACHED**

(CORPORATE SEAL)  
CONTRACTOR

City of Carlsbad

By:



By:

\_\_\_\_\_  
(sign here)

\_\_\_\_\_  
Keith Blackburn, Mayor

Alineza Nivescfa - President

\_\_\_\_\_  
(print name/title)

ATTEST:

By:

\_\_\_\_\_  
(sign here)

\_\_\_\_\_  
for Sherry Freisinger, City Clerk

\_\_\_\_\_  
(print name/title)

If required by the Agency, proper notarial acknowledgment of execution by contractor must be attached. If a corporation, the Contract must be signed by 1 corporate officer from each of the following 2 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: \_\_\_\_\_  
Assistant City Attorney

**END OF SECTION**

**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

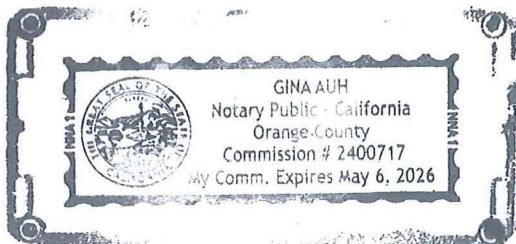
State of California

County of Orange }

On 04/19/2024 before me, Gina Auh, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Alireza Niksefat  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: City of Carlsbad Project No. 4715 Contract

Document Date: 04/19/2024 Number of Pages: Four

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_

00 61 10 LABOR AND MATERIALS BOND

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, the City of Carlsbad ( "Agency") has awarded to Gilman Builders, Inc., a California corporation ("Principal,") a Contract for the Work described as follows: Contract No PWS24-2272FAC, Project No. 4715, Carlsbad EOC Reconfiguration Project (the "Project") 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 by this reference; and

WHEREAS, Principal is required to furnish a bond in connection with the Contract providing that if Principal or any of its Subcontractors fail to pay (1) for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the Work contracted to be done, (2) for any Work or labor of any kind performed under the Contract, (3) for amounts due under the Unemployment Insurance Code for any Work or labor of any kind performed under the Contract, or (4) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department under Unemployment Insurance Code Section 13020 or to the Franchise Tax Board under Revenue and Taxation Code Section 18663 from the wages of employees of Principal and its Subcontractors with respect to the Work or labor, the Surety on this bond will pay for the same to the extent set forth below.

NOW THEREFORE, we, Principal and Old Republic Surety Company, as Surety, are held and firmly bound unto the Agency in the penal sum of TWO MILLION SIX HUNDRED SIXTEY ONE THOUSAND Dollars (\$2,661,000.00), for the payment of which sum being an amount equal to 100% of the total amount payable under the terms of the Contract by the Agency, 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 Principal, or its Subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code Section 9100; fail to pay for any materials, provisions, provender, equipment, or other supplies, used in, upon, for or about the performance of the Work contracted to be done; fail to pay for any Work or labor of any kind performed under the Contract; fail to pay amounts due under the Unemployment Insurance Code for any Work or labor of any kind performed under the Contract; or fail to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of Principal or its Subcontractors pursuant to Unemployment Insurance Code Section 13020 or Revenue and Taxation Code Section 18663, with respect to the Work or labor, then the Surety will pay for the same, in an amount not exceeding the penal sum specified above, and also, in case suit is brought upon this bond, all litigation expenses incurred by the Agency in the suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses to be fixed by the court consistent with Civil Code Section 9554.

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

The Surety stipulates and agrees that this bond shall not be exonerated or released from the obligation of this bond by:

1. Any change, extension of time for performance, addition, alteration or modification in, to, or of any Contract, Plans, Specifications, or agreement pertaining or relating to any scheme or Work of improvement described above, or the furnishing of labor, materials, or equipment pertaining or relating to any scheme or Work of improvement described above.
2. Any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or Work of improvement described above.
3. Any rescission or attempted rescission or attempted rescission of the Contract, agreement or bond.
4. Any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such Contract or agreement or under the bond.
5. Any fraud practiced by any person other than the claimant seeking to recover on the bond.

The Surety also stipulates and agrees that this bond shall be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit this bond has been given by reason of any breach of contract between the Agency and Principal or on the part of any obligee named in this bond. Finally, the Surety waives notice of any such change, extension of time, addition, alteration or modification mentioned in this bond, including but not limited to the provisions of Civil Code Sections 2819 and 2845.

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

This payment surety bond may be approved as to form by the Agency in counterpart, and the counterparts shall all constitute a single, original instrument.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Executed by PRINCIPAL this 19<sup>th</sup>  
day of April, 2024.

Executed by SURETY this 17th day  
of April, 2024.

PRINCIPAL:  
Grilman Builders, Inc.  
(name of Contractor)

SURETY:  
Old Republic Surety Company  
(name of Surety)

By: *Alviza Nunez*  
(sign here)

14728 Pipeline Avenue, Suite E, Chino Hills, CA 91709  
(address of Surety)

Alviza Nunez  
(print name here)

909-367-2015  
(telephone number of Surety)

President  
(title and organization of signatory)

By: *Andrew Sysyn*  
(signature of Attorney-in-Fact)

Andrew Sysyn, 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 1 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:

CINDIE K. McMAHON, City Attorney

BY: \_\_\_\_\_  
Assistant City Attorney

**END OF SECTION**



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of Orange )
On 04/19/2024 before me, Gina Auh, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Alireza Niksefat
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Labor and Materials Bond Contract Document Date: 04/19/2024
Number of Pages: Three Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
[ ] Corporate Officer -- Title(s):
[ ] Partner -- [ ] Limited [ ] General
[ ] Individual [ ] Attorney in Fact
[ ] Trustee [ ] Guardian or Conservator
[ ] Other:
Signer Is Representing:

Signer's Name:
[ ] Corporate Officer -- Title(s):
[ ] Partner -- [ ] Limited [ ] General
[ ] Individual [ ] Attorney in Fact
[ ] Trustee [ ] Guardian or Conservator
[ ] Other:
Signer Is Representing:

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Orange )

On APR 17 2024 before me, Maria Sysyn, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Andrew Sysyn  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Andrew Sysyn of San Juan Capistrano, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 9th day of October 2020

*Karen J. Haffner*  
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

*Alan Pavlic*  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 9th day of October, 2020, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



*Kathryn R. Pearson*  
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

74 7199



Signed and sealed at the City of Brookfield, WI this 17th day of April, 2024

*Karen J. Haffner*  
Assistant Secretary

ORSC 22262 (3-06)

- Company Profile
- Company Search
- Company Search Results
- Company Information
- Old Company Names
- Agent for Service
- Reference Information
- NAIC Group List
- Lines of Business
- Workers' Compensation Complaint and Request for Action/Appeals Contact Information
- Financial Statements PDF's
  - Annual Statements
  - Quarterly Statements
- Company Complaint
  - Company Performance & Comparison Data
  - Company Enforcement Action
  - Composite Complaints Studies
- Additional Info
  - Find A Company Representative In Your Area
  - View Financial Disclaimer

**COMPANY PROFILE**

**Company Information**

**OLD REPUBLIC SURETY COMPANY**

**P.O. BOX 1635  
MILWAUKEE, WI 53201**

**Old Company Names**

**Effective Date**

**Agent For Service**

Melissa DeKoven  
2710 Gateway Oaks Drive, Suite 150N  
Sacramento CA 95833-3505

**Reference Information**

NAIC #:	40444
California Company ID #:	3254-0
Date Authorized in California:	12/14/1990
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	WISCONSIN

**back to top**

**NAIC Group List**

NAIC Group #: 0150 OLD REPUBLIC GRP

**Lines Of Business**

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

- LIABILITY
- MISCELLANEOUS
- SURETY

**back to top**

00 61 20 FAITHFUL PERFORMANCE AND WARRANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, the City of Carlsbad ( "Agency") has awarded to Gilman Builders, Inc., a California corporation ("Principal,") a Contract for the Work described as follows: Contract No PWS24-2272FAC, Project No. 4715, Carlsbad EOC Reconfiguration Project (the "Project") 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 by this reference; and

WHEREAS, the Principal is required by the Contract Documents to perform the terms of them and to furnish a bond for the faithful performance and warranty of the Contract Documents.

NOW THEREFORE, we, Principal, and Old Republic Surety Company ,as Surety, are held and firmly bound unto the Agency in the penal sum of TWO MILLION SIX HUNDRED SIXTEY ONE THOUSAND dollars (\$2,661,000.00), which is equal to 100% of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if Principal, its 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 Documents and any alteration of the Contract Documents made as provided in the Contract Documents, on its part, to be kept and performed at the time and in the manner specified in the Contract Documents, and in all respects according to their true intent and meaning; and shall indemnify and save harmless the Agency, its Board, members of the Board, officers, directors, managers, employees, agents, and authorized volunteers, as stipulated in the Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured by this bond and in addition to the face amount specified in this bond, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

As a condition precedent to the satisfactory completion of the Work unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of 1 year after the acceptance of the Work by the Agency. During this 1-year period, if Contractor fails to make full, complete, and satisfactory repair and replacements and totally protect the Agency from loss or damage resulting from or caused by defective materials or faulty workmanship in connection with Contractor's Work on the Project, the obligations of Surety under this bond shall continue so long as any obligation of Principal remains to the Agency. Nothing in this bond shall limit the

Agency's rights or the Principal's or Surety's obligations under the Contract, law or equity, including, but not limited to, Code of Civil Procedure Section 337.15.

Whenever Principal shall be, and is declared by the Agency to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the Agency's option:

- i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents;
- ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder, the Surety and the Agency, and make available as Work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the Contract Price, including other costs and damages for which Surety may be liable. The term "balance of the Contract Price" as used in this paragraph shall mean the total amount payable to Principal by the Agency under the Contract and any modification to the Contract, less any amount previously paid by the Agency to the Principal and any other set offs pursuant to the Contract Documents.  
Or
- iii. Permit the Agency to complete the Project in any manner consistent with Applicable Law and make available as Work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the Contract Price, including other costs and damages for which Surety may be liable. The term "balance of the Contract Price" as used in this paragraph shall mean the total amount payable to Principal by the Agency under the Contract and any modification to the Contract, less any amount previously paid by the Agency to the Principal and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the Agency may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

Surety shall not utilize Principal in completing the Project, nor shall Surety accept a bid from Principal for completion of the Project, if the Agency, when declaring the Principal in default, notifies Surety of the Agency's objection to Principal's further participation in the completion of the Project.

The Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed under the Contract Documents shall in any way affect Surety's obligations on this bond, and Surety waives notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

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

This payment surety bond may be approved as to form by the Agency in counterpart, and the counterparts shall all constitute a single, original instrument.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Executed by PRINCIPAL this 19<sup>th</sup> day of April, 2024.

Executed by SURETY this 17th day of April, 2024.

PRINCIPAL: Gilman Builders, Inc.  
(name of Contractor)

By: *[Signature]*  
(sign here)

Alireza Niusefi  
(print name here)

President  
(title and organization of signatory)

SURETY: Old Republic Surety Company  
(name of Surety)

14728 Pipeline Avenue, Suite E, Chino Hills, CA 91709  
(address of Surety)

909-367-2015  
(telephone number of Surety)

By: *[Signature]*  
(signature of Attorney-in-Fact)

Andrew Sysyn, 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 1 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:

CINDIE K. McMAHON, City Attorney

BY: \_\_\_\_\_  
Deputy City Attorney  
Assistant

**END OF SECTION**



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

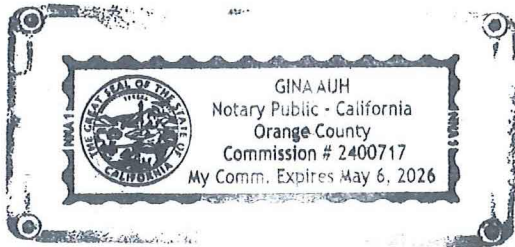
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of Orange )
On 04/19/2024 before me, Gina Auh, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Alireza Niksefat
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Faithful Performance and Warranty Bond Document Date: 04/19/2024
Number of Pages: Four Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
[ ] Corporate Officer - Title(s):
[ ] Partner - [ ] Limited [ ] General
[ ] Individual [ ] Attorney in Fact
[ ] Trustee [ ] Guardian or Conservator
[ ] Other:
Signer Is Representing:

Signer's Name:
[ ] Corporate Officer - Title(s):
[ ] Partner - [ ] Limited [ ] General
[ ] Individual [ ] Attorney in Fact
[ ] Trustee [ ] Guardian or Conservator
[ ] Other:
Signer Is Representing:

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Orange )

On APR 17 2024 before me, Maria Sysyn, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Andrew Sysyn  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Andrew Sysyn of San Juan Capistrano, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 9th day of October 2020

*Karen J. Haffner*  
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

*Alan Pavlic*  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 9th day of October, 2020, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



*Kathryn R. Pearson*  
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



74 7199

Signed and sealed at the City of Brookfield, WI this 17th day of April 2024

*Karen J. Haffner*  
Assistant Secretary

ORSC 22262 (3-06)

- Company Profile
- Company Search
- Company Search Results
- Company Information
- Old Company Names
- Agent for Service
- Reference Information
- NAIC Group List
- Lines of Business
- Workers' Compensation
- Complaint and Request for Action/Appeals
- Contact Information
- Financial Statements PDF's
- Annual Statements
- Quarterly Statements
- Company Complaint
- Company Performance & Comparison Data
- Company Enforcement Action
- Composite Complaints Studies
- Additional Info
- Find A Company Representative In Your Area
- View Financial Disclaimer

**COMPANY PROFILE**

**Company Information**

**OLD REPUBLIC SURETY COMPANY**

**P.O. BOX 1635  
MILWAUKEE, WI 53201**

**Old Company Names**

**Effective Date**

**Agent For Service**

Melissa DeKoven  
2710 Gateway Oaks Drive, Suite 150N  
Sacramento CA 95833-3505

**Reference Information**

NAIC #:	40444
California Company ID #:	3254-0
Date Authorized in California:	12/14/1990
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	WISCONSIN

**back to top**

**NAIC Group List**

NAIC Group #: 0150 OLD REPUBLIC GRP

**Lines Of Business**

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

- LIABILITY
- MISCELLANEOUS
- SURETY

**back to top**

00 61 30 OPTIONAL ESCROW AGREEMENT

NAME OF PROJECT: Carlsbad EOC Reconfiguration Project

NAME OF BIDDER: Gilman Builders, Inc.

This Escrow Agreement is made and entered into by and between the City of Carlsbad, Carlsbad, California, 92008 ("Agency"), \_\_\_\_\_ whose address is \_\_\_\_\_ ("Contractor") and \_\_\_\_\_ whose address is \_\_\_\_\_ ("Escrow Agent").

Agency, Contractor and Escrow Agent agree as follows:

1. Pursuant Public Contract Code Section 22300, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Agency pursuant to the construction contract entered into between Agency and Contractor for the Carlsbad EOC Reconfiguration Project in the amount of \_\_\_\_\_ dated \_\_\_\_\_ ("Contract"). Alternatively, on written request of Contractor, Agency shall make payments of the retention earnings directly to Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify Agency within 10 Calendar Days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract. Securities shall be held in Agency's name and shall designate Contractor as the beneficial owner.
2. Agency shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that Escrow Agent holds securities in the form and amount specified above.
3. When Agency makes payment of retentions earned directly to Escrow Agent, Escrow Agent shall hold them for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when Agency pays Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of Agency. These expenses and payment terms shall be determined by Agency, 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 Agency.
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 Agency to Escrow Agent that Agency consents to the withdrawal of the amount sought to be withdrawn by Contractor.

7. Agency shall have a right to draw upon the securities in the event of default by the Contractor. Upon 7 Calendar Days' written notice to Escrow Agent from Agency of a default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by Agency.
8. Upon receipt of written notification from the Agency certifying that the Work required by the Contract is final and complete and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on the written notifications from Agency and Contractor pursuant to Sections (5) to (8), inclusive, of this Escrow Agreement and Agency 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 Agency and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

For Agency  
(Finance  
Director)

Title \_\_\_\_\_

Name  
\_\_\_\_\_


Signature  
\_\_\_\_\_

Address  
\_\_\_\_\_

For Contractor

Title President  
\_\_\_\_\_

Name Alireza Niese Fai  
\_\_\_\_\_

Signature  Niese Fai  
\_\_\_\_\_

Address 21 Sanctuary, Irvine, CA 92620

For Escrow Agent

Title \_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

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

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

For Agency

Title \_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

For Contractor

Title

President

Name

Alineza Niksefat

Signature

*[Handwritten Signature]*

Address

21 Sanctuary, Irvine, CA 92620

For Escrow Agent

Title

Name

Signature

Address

APPROVED AS TO FORM:  
CINDIE K. McMAHON, City Attorney

BY: \_\_\_\_\_  
Deputy City Attorney

**END OF SECTION**



## DISCLOSURE & SUBMITTAL REQUIREMENT

### VEHICLE EMISSION DISCLOSURE & COMPLIANCE REQUIREMENT.

This Project is subject to the following regulation(s) by the California Air Resources Board. In bidding this Project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all equipment and vehicle emission requirements under this Contract and applicable law in its Bid.

### ADVANCED CLEAN FLEETS.

Vehicles with a Gross Vehicle Weight Rating (GVWR) greater than 8,500 lbs. and light-duty package delivery vehicles operated in California may be subject to the California Air Resources Board 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>

Bidders utilizing subcontractors shall provide a signed certificate of reported compliance for each listed subcontractor in the space provided in the Proposed Subcontractors form. Bidders, and its subcontractors must be registered as compliant fleets at the time of bid submittal. In the event that a bidder, or its subcontractors, are exempt from this regulation, the bidder must submit a signed statement attesting to the fact, and to the reason(s) why it is not subject to the High Priority and Federal Fleets Regulation of Title 13, CCR Section 2015 through 2015.6 and the State and Local Government Fleets Regulation of Title 13, CCR Section 2013 through 2013.4.

**Failure to certify as a compliant fleet or provide an attestation to an exemption, may render the bid non-responsive.**

### IN-USE OFF-ROAD DIESEL-FUELED FLEETS.

Any contractor utilizing off highway vehicles or equipment may be subject to compliance with the In-Use Off-Road Diesel-Fueled Fleets Regulation. For more information, please visit the CARB In-Use Off-Road Diesel-Fueled Fleets Regulation webpage at: <https://ww2.arb.ca.gov/our-work/programs/use-road-diesel-fueled-fleets-regulation>

Bidders shall submit with its Bid a valid California Air Resources Board certificate of reported compliance. Bidders utilizing subcontractors shall submit the DOORS ID number for each listed subcontractor in the space provided in the Proposed Subcontractors form. Bidders are responsible for including a certificate of reported compliance for each identified subcontractor. **Failure to submit valid certificates may render the bid non-responsive.**

### 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.

Contractor is aware of the requirements of the emissions reduction regulations being mandated by the California Air Resources Board ("CARB") and that it will comply with all applicable regulations before commencing the performance of the work and maintain compliance throughout the duration of this Agreement.

## CALIFORNIA AIR RESOURCES BOARD.

The California Air Resources Board ("CARB") implemented amendments to the In-Use Off-Road Diesel-Fueled Fleets Regulations ("Regulation") which are effective on January 1, 2024, and apply broadly to all self-propelled off-road diesel vehicles 25 horsepower or greater and other forms of equipment used in California. A copy of the Regulation is available at: <https://ww2.arb.ca.gov/sites/default/files/barcu/regact/2022/off-road-diesel/appa-1.pdf>. Bidders are required to comply with all CARB and Regulation requirements, including, without limitation, all applicable sections of the Regulation, as codified in Title 13 of the California Code of Regulations section 2449 *et seq.* throughout the term of the Project. **Bidders must provide, with their Bid, copies of Bidder's and all listed subcontractors the most recent, valid Certificate of Reported Compliance ("CRC") issued by CARB.** Failure to provide valid CRCs as required herein may render the Bid non-responsive.

The City of Carlsbad is a Public Works Awarding Body, as that term is defined under Title 13 California Code of Regulations section 2449(c)(46). Accordingly, Bidders must submit, with their Bids, valid Certificates of Reported Compliance ("CRC") for the Bidder's fleet, and for the fleets of any listed subcontractors (including any applicable leased equipment or vehicles). Bidders must complete and submit the Fleet Compliance Certification, on the form provided. Failure to provide a CRC for the Bidder, and for all listed subcontractors, or failure to complete the Fleet Compliance Certification, may render the **Bid non-responsive**.

## COMPLIANCE WITH CALIFORNIA AIR RESOURCES BOARD REGULATIONS.

Contractor shall comply, and shall ensure all subcontractors comply, with all applicable requirements of the most current version of the California Air Resources Board ("CARB") regulations including, without limitation, all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments ("Regulation").

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, Certificates of Reported Compliance ("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 of Carlsbad.

Contractor shall be solely liable for any and all costs associated with complying with the Regulation as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the Regulation. Contractor shall defend, indemnify and hold harmless the City of Carlsbad, its officials (appointed and elected), officers, and employees from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Regulation.

FLEET COMPLIANCE CERTIFICATION.

Bidder hereby acknowledges that they have reviewed the CARB’s policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the “Regulation”). Bidder hereby certifies, subject to the penalty of perjury, that the option checked below relating to the Bidder’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.
- Bidder 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). Bidder 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). Bidder 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 Bidder: Gilman Builders, Inc.

Signature: *[Handwritten Signature]*

Name: Alireza Niese Fat

Title: President

Date: 4/9/24

## 00 73 00 AGENCY SUPPLEMENTAL GENERAL PROVISIONS

### INTRODUCTION

The specifications contained in this 00 73 00 Agency Supplemental General Provisions take precedence over the specification language contained in the Standard Specifications for Public Works Construction, "The Greenbook," latest edition and all errata. This specification addresses the unique conditions in Carlsbad that are not addressed in The Greenbook. Therefore, if there is a conflict, these specifications shall control.

The Greenbook may be purchased at Bidder's/Contractor's local technical bookstore or directly from the publisher. These Supplemental General Provisions are available only for download from the online bidding portal with Contract Documents. The Agency does not provide hard copies.

When used in the Contract Documents, statements, or command phrases (active voice and imperative mood) refer to and are directed at the "Bidder" or "Contractor" as applicable. The specifications are written to the "Bidder" before award and the "Contractor" after award. Before award, interpret sentences written in the imperative mood as starting with "The Bidder shall." Interpret the term "you" as "the Bidder" and interpret the term "your" as "the Bidder's." After award, interpret sentences written in the imperative mood starting with "The Contractor shall." Interpret the term "you" as "the Contractor" and interpret the term "your" as "the Contractor's."

### PART 1 GENERAL PROVISIONS

#### SECTION 1 – GENERAL, TERMS AND DEFINITIONS, ABBREVIATIONS AND INSTITUTIONS

##### 1-1 GENERAL

ADD the following:

1. The word "provide" shall mean "furnish and install," unless otherwise stated.
2. In reference to Drawings, where words "shown," "indicated," "detailed," "noted," "scheduled," or words of similar import are used, it shall be understood that reference is made to the Plans accompanying these provisions, unless stated otherwise.
3. Where the words "equal," "approved equal," "equivalent," and words of similar import are used, it shall be understood such words are followed by the expression "in the opinion of the Engineer," unless otherwise stated.
4. The word "perform" shall be understood to mean that the Contractor, at its expense, shall "perform all operations and furnish labor, tools and equipment," and further, "furnish and install materials that are indicated, specified or required" shall be understood to mean that the Contractor, at its expense, shall "furnish and install the Work, complete in place and ready to use, including furnishing of necessary labor, materials, tools, equipment, and transportation."
5. Where words "directed," "designated," "selected," or words of similar import are used, it shall be understood that the direction, designation, or selection of the Engineer is intended, unless stated otherwise. The word "required" and words of similar import shall

be understood to mean “as required to properly complete the Work as required and as approved by the Engineer,” unless stated otherwise.

Where the words “approved,” “approval,” “acceptance,” or words of similar import are used, it shall be understood that the approval, acceptance, or similar import of the Engineer is intended.

## 1-2 TERMS AND DEFINITIONS

Where applicable ADD/REPLACE the following:

1. **Agency** - The City of Carlsbad, the owner of the Project.
2. **Agency Approval** - Except where stated in this Contract to the contrary, the phrases “Agency approval,” and “Agency’s written approval” or such similar phrases shall mean approval by the City Manager for the City of Carlsbad, which approval shall not be unreasonably withheld.
3. **Agency Forces** – City of Carlsbad employees who coordinate construction work.
4. **Agency Supplement** - 00 73 00 Agency Supplemental General Provisions; and 00 74 00 Agency Supplemental Technical Provisions.
5. **Allowance (AL)** - Payment under Allowance Bid items, denoted as “AL,” shall be based on the actual expenditures and for pre-authorized items of the Work in accordance with the Contract Documents. The unused portions of the Allowances shall revert to the Agency upon acceptance of the Project or Work.
6. **Apparent Low Bidder** - The Bidder whose Bid having been publicly opened, initially meets the material requirements of the Bid Documents and whose Bid price is the lowest received.
7. **Applicable Laws** - Laws, statutes, ordinances, rules, orders, and regulations of governmental authorities and courts having jurisdiction over the Project.
8. **As-Builts** - The CAD drawings prepared from the approved Red-lines for record keeping purposes.
9. **Award of Contract (Award)** - The date on which the Board or designee executes the Contract.
10. **Bid** - Any proposal submitted to the Agency in competitive bidding for the construction, alteration, repair, or improvement of any structure, building, road or other improvement of any kind.
11. **Bid Administrator** – The City’s designated representative for soliciting and conducting bids on the City’s online bidding portal.
12. **Board** – The officer or body constituting the awarding authority of the Agency, which is the City Council for the City of Carlsbad.
13. ~~**Board of Directors for the Carlsbad Municipal Water District** – The legislative body that governs the Carlsbad Municipal Water District and has the authority to pass ordinances and appropriate funds.~~
14. **Business Day** - See Working Day.
15. **Calendar Day** – Every day on the calendar, including weekends and holidays.
16. **City** - The term “City” or “the City” means, City of Carlsbad. See also Agency.

17. **City Council** - The legislative body that governs the City of Carlsbad and has the authority to pass ordinances and appropriate funds.
18. **City Engineer** - The term "City Engineer" is defined as the Transportation Director, or designee, and is the person authorized to perform the functions of the City Engineer as defined in Government Code Section 66416.5. The City Engineer is the City's "duly authorized officer" for the purposes of Public Contract Code Sections 4107 and 4107.5.
19. **City Manager** – The appointed official who directs the administration of the City of Carlsbad, and the last appeal level for informal dispute resolution.
20. **Construction Documents** - Plans and details, including Plans showing installation of major systems, equipment, fixed furnishings and graphics, the technical specifications and all other technical drawings, schedules, diagrams and specifications, accepted Shop Drawings, Working Drawings, and submittals that are necessary to set forth in detail the requirements for the Project.
21. **Construction Manager** – The City’s Consultant Project Inspector and the Engineer’s designated representative for the first level of appeal for informal dispute resolution. Contractor to review all work progress, monthly payment applications, monthly schedule updates and project documentation (e.g., submittals, RFI’s, etc.) with Construction Manager.
22. **Construction Work** - The portion of the Work to construct the Project as set forth in the Contract Documents in conformance with 2-1, "WORK TO BE DONE."
23. **Contract** – The written agreement between the Agency and the Contractor covering the Work.
24. **Contract Documents** - Contract Documents include the following: The signed Contract, Addenda, Notice Inviting Bids, funding agency provisions, Bid including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award when attached as an exhibit to the Contract, Bonds, Permits, CEQA documents, Standard Specifications (the "Greenbook"), Agency Supplement, Plans, Standard Plans, Construction Documents, Reference Specifications, and Change Orders. Contract Documents, when applicable, shall also include Site and Coastal development permits, NEPA documents, re-vegetation plans, biological letters or technical reports, habitat mitigation plans, storm water documents, and local, state, and federal resource agency permits.
25. **Contract Time** - The number of Working Days to complete the Work as specified in the Contract Documents.
26. **Contractor** – The individual, partnership, corporation, joint venture, or other legal entity having a Contract with the Agency to perform the Work. In the case of Work being done under permit issued by the Agency, the permittee shall be constructed to be the Contractor. The term "prime contractor" shall mean Contractor.
27. **Critical Path** – In the Construction Schedule, the sequence of activities that represents the longest path through the Project network of activities and the shortest possible Project duration.
28. **Days** – Days shall mean consecutive calendar days unless otherwise specified in this Contract.
29. **Defective Work** - Work that does not conform to the Contract Documents.

30. **Delay Factor** - The Delay Factor may be the basis for compensation for idle equipment time on an excusable delay. The factor has been calculated to include the ownership costs without including operating costs. The Delay Factor recovers all the Contractor's non-operating costs in an 8-hour day. If payment is made for equipment on an excusable delay, it is limited to 8 hours per day or 40 hours per week maximum.
31. **Deputy City Engineer** – The Engineering Manager of the Construction Management & Inspection Division and the Construction Manager's immediate supervisor and the Engineer's designated representative for the second level of appeal for informal dispute resolution.
32. **Dispute Board** – Persons designated by the City Manager of the City of Carlsbad, to hear and advise the City Manager on claims submitted by the Contractor.
33. **Drawings** - See Plans.
34. **D-size Sheet** - "D" size paper for engineering design applications refers to 22" x 34" paper.
35. **Engineer** - The Deputy City Manager, Public Works of the City of Carlsbad acting either directly or through designated representatives and the fourth level of appeal for informal dispute resolution.
36. **Engineer of Record/Design Engineer** – A registered Professional Engineer licensed in the State of California who is qualified to act as an agent of a Project Owner or to prepare Plans for facilities to be accepted by the City of Carlsbad. The term includes persons licensed in the State of California as Civil Engineers or Structural Engineers, as well as other licensed professionals like Architects and Landscape Architects.
37. **Engineering Manager** – For this project, this capacity will be served by the Public Works Manager.
- ~~38. **Field Book** – The Agency field maps showing sewer and water facilities.~~
39. **Field Order** - A Field Order is a written agreement by the Engineer to compensate the Contractor for work items in accordance with 2-8, "EXTRA WORK" or 2-9, "CHANGED CONDITIONS." A Field Order does not change the Contract Price or Contract Time or the intent of the Contract. The unused portions of the Field Orders shall revert to the Agency upon acceptance of the Work.
- ~~40. **Final Environmental Document** – The CEQA and/or NEPA document issued for the Project, such as certified environmental impact reports, mitigated negative declarations (MNDs), negative declarations, or exemptions.~~
41. **Final Payment** - The last payment for the Contract made to the Contractor, excluding Retention.
42. **Fleet & Facilities Project Manager** – The Project Manager with the Fleet & Facilities Division and the Construction Manager's immediate supervisor and designated representative for the second level of appeal for informal dispute resolution.
43. **Float** – The number of days by which an activity in the Construction Schedule may be delayed from either its earliest start date or earliest completion date without extending the Contract Time (total float). Total float belongs to the Project and to any Party to accommodate changes in the Work or to mitigate the effect of events which may delay completion.



44. **Holiday** - Holidays observed by the Agency are listed below:

<b>Holiday</b>	<b>Observed On</b>
New Year's Day	January 1
Martin Luther King Day	3 <sup>rd</sup> Monday in January
Presidents' Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Juneteenth National Independence Day	June 19
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Indigenous Peoples' Day	2 <sup>nd</sup> Monday in October
Veteran's Day	November 11
Thanksgiving Day	4 <sup>th</sup> Thursday/Friday in November
Christmas Day	December 25

If any Holiday listed falls on a Saturday, the Saturday and the preceding Friday are both legal Holidays. If the Holiday falls on a Sunday, both Sunday and the following Monday shall be legal Holidays. **Unless specified otherwise in the Contract Documents or authorized by the Engineer**, do not work on Holidays.

- 45. ~~**Limited Notice to Proceed (LNTP)** - A written notice given from the Agency that authorizes the Contractor to start a limited amount of work that, as described in the notice, is not Construction Work.~~
- 46. **Minor Bid Item** – a single contract item constituting less than 10 percent (10%) of the original Contract Price bid.
- 47. ~~**Night Work** - See Working Night.~~
- 48. **Normal Working Hours** - Unless specified otherwise, Normal Working Hours core periods shall be 7:00 AM to 5:00 PM, Monday through Friday, inclusive. Saturdays, Sundays, and Agency Holidays are excluded. For Traffic Control Permits, Normal Working Hours are defined as 8:30 AM to 3:30 PM, unless specified otherwise.
- 49. **Notice of Completion (NOC)** - A document recorded with the County of San Diego to signify that the Work has been completed to the satisfaction of the Construction Manager and accepted by the Agency.
- 50. **Notice to Proceed (NTP)** - A written notice to proceed with the work of the contract as mutually agreed in the Preconstruction Meeting.
- 51. **Party or Parties** - The Agency, the Contractor, or both, their respective permitted successors or assigns, and any other future signatories to the Contract.
- 52. **Plans or Project Plans** – The drawings, profiles, cross sections, Standard Plans, working drawings, and shop drawings, or reproductions thereof, approved by the City Engineer, which show the location, character, dimensions or details of the Work.
- 53. **Prime Contractor** - See Contractor.

54. **Project Inspector** – the Engineer’s designated representative for inspection, Contract administration and the first level for informal dispute resolution. For this project, this capacity will be fulfilled by the Construction Manager.
55. **Project Site (Site)** - Areas where the Work is performed pursuant to the Contract.
56. **Public Works Manager** – The Public Works Manager of the Fleet & Facilities Division and the Facilities Engineering Project Manager’s immediate supervisor and designated representative for the third level of appeal for informal dispute resolution.
57. **Punchlist** - A list of items of Work or corrections generated after a Walk-through that is conducted when the Contractor considers that the Contract Work and associated Services are complete.
58. **Quality Control Standards and Procedures** - The standards and procedures that are stated in a written manual that can be furnished to the Engineer upon request. The standards and procedures are followed by the Supplier in the production of materials supplied for the Work Site.
59. **Red-lines** - Plans with annotations of changes made during construction to reflect the actual improvements or facilities built during construction whether concealed or visible.
60. **Retention** - The amount withheld from the money due to the Contractor in accordance with 7-3.2, “PARTIAL AND FINAL PAYMENT.”
61. **Samples** - Physical examples of the materials, equipment, or workmanship specified or required and which conform with the standards and specifications in the Contract Documents and by which the Work shall be evaluated.
62. **Schedule** - A Critical Path Method (CPM) schedule of construction activities and their durations to be performed during the Contract Time and prepared by the Contractor in accordance with 6-1, “CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK,” and accepted by the Engineer.
63. **Scope of Work (SOW)** - Labor, materials, equipment, facilities, and services required to be performed or provided by the Contractor to complete the entire Project or the various separately identifiable parts of the Project pursuant to the provisions of the Contract Documents.
64. **Services** - Work performed in connection with the layout, construction, testing, inspection, and commissioning of the Work or administration of the Contract and which may include professional services such as engineering, surveying, construction management and legal services that are required in accordance with the Contract Documents. Services are incidental to the Work.
65. **Separate Contractors** - Those individuals or entities that have entered into arrangements with the Agency for the provision of labor, materials, or other services in connection with the Project who are not under contract with the Contractor.
- ~~66. **Signal Pre Check** – The procedure that the City uses to evaluate traffic signal systems prior to Signal Turn-On and generating a Punchlist.~~
- ~~67. **Signal Turn-On** – The day the City activates new traffic signals.~~
68. **Supplemental Provisions** – See Agency Supplemental Provisions.
- ~~69. **Tonne** – Also referred to as “metric ton.” Represents a unit of measure in the International System of Units equal to 1,000 kilograms.~~

70. **Walk-through** - The procedure the Agency uses to evaluate the status of the Project and to generate a Punchlist prior to acceptance of the Work.
71. **Work** – All labor, materials, equipment, tools, and services and other requirements of the Contract Documents as modified by Change Order, whether completed or partially completed, provided or to be provided by Contractor to fulfill Contractor’s obligations. The Work may constitute the whole or a part of the Project.
72. **Working Day** - Any day within the period between the start of the Contract time as defined in Section 6-1 and the date provided for completion, or upon field acceptance by the Engineer for all work provided for in the Contract, whichever occurs first, other than:
- Saturday;
  - Sunday;
  - any day designated as a holiday by the Agency;
  - any other day designated as a holiday in a Master Labor Agreement entered into by the Contractor or on behalf of the Contractor as an eligible member of a contractor association;
  - any day the Contractor is prevented from working at the beginning of the workday for cause as defined in Section 6-6.1; or
  - any day the Contractor is prevented from working during the first 5 hours with at least 60 percent of the normal work force for cause as defined in Section 6-6.1.
- ~~73. **Working Night (Night Work)** – A period of nighttime work, allowed only on Sunday through Thursday, excluding Holidays.~~
74. **Work Site** - See Project Site (Site).

1-3 ABBREVIATIONS

1-3.2 Common Usage.

ADD the following:

<b>AML</b>	Approved Material List
<b>CADD</b>	Computer Aided Design and Drafting
<b>CA MUTCD</b>	California Manual on Uniform Traffic Control Devices
<b>CCT</b>	Correlated Color Temperature
<b>CEQA</b>	California Environmental Quality Act.
<b>CFR</b>	Code of Federal Regulations
<b>CGP</b>	Construction General Permit
<b>CL</b>	Centerline
<b>CMS</b>	Content Management System Database
<b>CNC</b>	Computer Numerical Control
<b>CRI</b>	Color Rendering Index
<b>DBE</b>	Disadvantaged Business Enterprise
<b>DCE</b>	Data Computer Equipment
<b>DG</b>	Decomposed Granite
<b>DVBE</b>	Disabled Veteran Business Enterprise

<b>DWT</b>	Detectable Warning Tiles
<b>EOW</b>	Engineer of Work
<b>FRP</b>	Fiberglass Reinforced Plastic
<b>GFE</b>	Good Faith Effort
<b>GMT</b>	Greenwich Mean Time
<b>GPS</b>	Global Positioning System
<b>LCD</b>	Liquid Crystal Display
<b>M&amp;M</b>	Maintenance and Monitoring
<b>MMC</b>	Mitigation and Monitoring Coordination
<b>NC</b>	Not Connected, Normally Closed
<b>NEPA</b>	National Environmental Policy Act of 1969
<b>NOC</b>	Notice of Completion
<b>NPDES</b>	National Pollutant Discharge Elimination System
<b>NTP</b>	Notice to Proceed
<b>OC</b>	On Center
<b>PB</b>	Pull Box
<b>PL</b>	Property Line
<b>RFP</b>	Request for Proposal
<b>RFI</b>	Request for Information
<b>SOW</b>	Statement of Work, Scope of Work
<b>SOV</b>	Schedule of Values
<b>SPDT</b>	Single Pole Double Throw
<b>SSD</b>	Surge Suppression Devices
<b>UF</b>	Underground Feeder
<b>VAC</b>	Volts AC
<b>VPC</b>	Vitrified Polymer Composite
<b>WBE</b>	Women Business Enterprise

1-3.3 INSTITUTIONS.

ADD the following:

<b>ANSI</b>	American National Standards Institute
<b>AISC</b>	American Institute of Steel Construction
<b>ANSI</b>	American National Standards Institute
<b>ASTM</b>	American Society for Testing and Materials
<b>AWPA</b>	American Wood Preservers Association
<b>AWS</b>	American Welding Society
<b>NFPA</b>	National Fire Protection Association
<b>PCI</b>	Prestressed Concrete Institute
<b>SANDAG</b>	San Diego Association of Governments
<b>UL</b>	Underwriters' Laboratories Inc.
<b>USGS</b>	United States Geological Survey

## 1-6 BIDDING AND SUBMISSION OF THE BID

### 1-6.2 Subcontractor Listing.

ADD the following:

Each Bidder shall comply with the Chapter of the Public Contract Code including Sections 4100 through 4113. The use of Subcontractors in no way relieves the Contractor of any obligations or responsibilities under the Contract.

The following excerpts or summaries of some of the requirements of this Chapter are included below for information:

The Bidder shall set forth in the Bid, as provided in Section 4104:

“(a) The name and location of the place of business of each Subcontractor who will perform Work or Labor or render service to the prime Contractor in or about the construction of the Work or improvements, or a Subcontractor licensed by the State of California who, under Subcontract to the prime Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed Drawings contained in the Plans and Specifications, in an amount in excess of one-half of 1 percent of the prime Contractor’s total Bid, or, in the case of Bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime Contractor’s total Bid or ten thousand dollars (\$10,000), whichever is greater.”

“(b) The portion of the Work which will be done by each such Subcontractor under this act. The prime Contractor shall list only one Subcontractor for each such portion as is defined by the prime Contractor in his Bid.”

If the Contractor fails to specify a Subcontractor or specifies more than one Subcontractor for the same portion of the Work to be performed under the Contract (in excess of one-half of 1 percent of the Contractor’s total Bid), the Contractor shall be qualified to perform that portion itself, and shall perform that portion itself, except as otherwise provided in the Code.

As provided in Section 4107, no Contractor whose Bid is accepted shall substitute any person as Subcontractor in place of the Subcontractor listed in the original Bid, except for causes and by procedures established in Section 4107.5. This section provides procedures to correct a clerical error in the listing of a Subcontractor.

Section 4110 provides that a Contractor violating any of the provisions of the Chapter violates the Contract and the Board may exercise the option either to cancel the Contract or assess the Contractor a penalty in an amount of not more than 10 percent of the Subcontract involved, after a public hearing.

## 1-7 AWARD AND EXECUTION OF THE CONTRACT

### 1-7.1 General.

DELETE in its entirety and SUBSTITUTE with the following:

#### **1-7.1 Standard Contract Provisions.**

##### **1-7.1.1 Successor's Obligations.**

All grants, covenants, provisions and claims, rights, powers, privileges and abilities contained in the Contract Documents shall be read and held as made by and with, and granted to and imposed upon, the Contractor, the Agency, and the Contractor's and the Agency's respective heirs, executors, administrators, successors, and assigns.

##### **1-7.1.2 Waiver of Legal Rights.**

1. The Agency's failure to insist, in any 1 or more instances, upon the performance of any provision of the Contract, or to exercise any right therein, shall not be construed as a waiver or relinquishment of such provisions or rights.
2. Any waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach.
3. Any waiver the Agency issues to any provision of the Contract shall only be effective if it is agreed upon in writing by the Agency and if it is specific to the matter concerned.

##### **1-7.1.3 Requests for Information (RFI).**

1. Inquiries from the Contractor seeking clarification of the requirements of the Contract Documents shall be submitted in writing to the Agency as a Request for Information (RFI).

##### **1-7.1.4 Assignment to Awarding Body.**

1. In accordance with subdivision (b) of Public Contract Code Section 7103.5, the Contractor and the Contractor's Subcontractors shall conform to the following requirements:
  - a. 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 the Contractor's Subcontractor offer and agree 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 (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract.
  - b. This assignment shall be made and become effective at the time the awarding body tenders to the Contractor, without further acknowledgment by the Parties.

### 1-7.2 Contract Bonds.

ADD the following:

1. Before execution of the Contract, the Bidder shall file surety bonds with the Agency to be approved by the Board in the amounts and for the purposes noted below. Bonds issued by a Surety, who is authorized to issue bonds in California, and whose bonding limitation shown

in the circular is enough to provide bonds in the amount required by the Contract shall be deemed approved unless specifically rejected by the Agency. Bonds from all other sureties shall be accompanied by all documents enumerated in Code of Civil Procedure Section 995.660 (a). The Bidder shall pay all bond premiums, costs, and incidentals.

2. Each bond shall incorporate, by reference, the Contract and be signed by both the Bidder and Surety and the signature of the authorized agent of the Surety shall be notarized.
3. The faithful performance/warranty bond will be reduced to 25 percent of the original amount 30 Calendar Days after recordation of the Notice of Completion and will remain in full force and effect for the 1-year warranty period and until all warranty repairs are completed to the satisfaction of the Engineer. The bond to secure payment of laborers and materials suppliers shall be released 6 months plus 30 Calendar Days after recordation of the Notice of Completion if all claims have been paid.
4. 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 its liabilities in an amount equal to or in excess of the amount of the bond. The bonds are to contain the following documents:
  - a. An original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument entitling or authorizing the person who executed the bond to do so.
  - b. A certified copy of the certificate of authority of the insurer issued by the insurance commissioner.
5. If the Bid is accepted, the Agency may require a financial statement of the assets and liabilities of the Surety for the quarter calendar year preceding the date of the execution of the bond. The financial statement shall be made by an officer's certificate as defined in Corporations Code Section 173. In the case of a foreign Surety, the financial statement may be verified by the oath of the principal officer or manager residing within the United States.
6. If the Surety on any bond furnished by the Contractor is declared bankrupt, becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located, immediately notify the Engineer; and immediately substitute another bond and Surety acceptable to the Agency.
7. The Contractor shall require the Surety to mail its standard "Bond Status" form to the Agency.

## SECTION 2 – SCOPE OF THE WORK

### 2-1 WORK TO BE DONE

ADD the following:

1. Where approval or acceptance by the Agency is required, only a general approval is required. However, such approval does not relieve the Contractor from the Contractor's responsibility for complying with all applicable laws, codes, and best industry practices. Contractor has its obligation to fulfill all conditions of the Contract.

2. In accordance with the provisions of California Law, the Contractor shall possess or require the Contractor's Subcontractor(s) to possess valid appropriate license(s) for the Work being performed as conveyed in the Bidding Documents.

## 2-2 PERMITS

ADD the following:

### 2-2 PERMITS, FEES, AND NOTICES

#### 2-2.1 Building Permits.

1. The Contractor shall obtain the required building permits from Agency's permitting departments. Any prior approval obtained for the Plans shall not in any way waive this requirement. The building permit fee has been paid for and only requires Contractor information and pickup.
2. Request inspections in accordance with the building codes in effect on the permitted Plans and by City's Development Services Department, Building Division. Any Work performed without the benefit of the required permit and subsequent inspection shall be removed and replaced at the discretion of the City Building Inspector at no additional cost.

## 2-3 RIGHT-OF-WAY

ADD the following:

1. The Contractor shall coordinate access to private property with the property owners and the timing of accessing private property when the Agency has already obtained rights of entry. Unless otherwise provided, the Contractor shall coordinate, pay for, and assume all responsibility for acquiring using, and disposing of additional work areas and facilities temporarily required. The Contractor shall indemnify and hold the Agency harmless from all claims for damages caused by such actions. The Contractor shall protect any private and public improvements.

## 2-4 COOPERATION AND COLLATERAL WORK

ADD the following:

1. The Contractor shall coordinate and cooperate with all the utility companies during the relocation or construction of their lines. The Contractor may be granted a time extension if, in the opinion of the Engineer, a delay is caused by the utility company. No additional compensation will be made to the Contractor for any such delay.
2. If work to be performed by the Agency or its separate Contractors is not shown or specified in the Contract Documents, the Engineer shall notify the Contractor in writing 10 Working Days prior to the start of such work and make available Plans or Specifications for work to be performed by others that may be pertinent to Contractor's Work. If Contractor determines that the work to be performed by the Agency or its separate Contractors may interfere with or cause damage or delays to Contractor's Work, notify the Engineer in writing within 3



Working Days of the Engineer's notice. The Contractor shall diligently pursue with the Engineer resolution of potential conflicts with the work of others.

3. The Contractor shall prepare and submit to the Engineer for approval a plan and schedule to integrate the work of Contractor or its Subcontractors, Agency or the work of others. The plan shall conform to the tasks identified in the Construction Schedule and identify additional tasks as necessary and the sequencing of interrelated activities.

## 2-5 THE CONTRACTOR'S EQUIPMENT AND FACILITIES

### 2-5.2 Temporary Utility Services.

ADD the following:

1. While the Contractor may use building electrical power for the operation of small tools, the Contractor shall furnish, install, maintain, and remove all temporary utility extension services, such as light, power, electrical, gas, and water, at its own expense for construction and maintenance activities until acceptance of Work. These utility extension services, include piping, wiring, lamps, and other equipment necessary for the Work.
2. The Contractor shall pay all costs of temporary light, power and water including hookup, service, meter, and any, and all, other charges, deposits and/or fees. The costs shall be considered incidental to the items of Work that they are associated with and no additional payment will be made for them.

## 2-6 CHANGES REQUESTED BY THE CONTRACTOR

ADD the following:

1. Any plan or method of work suggested to the Contractor by the Agency, but not specified or required by the Contract or Change Order, which is adopted or followed by the Contractor in whole or in part shall be done at the Contractor's sole risk and responsibility.
2. The Contract Price is not subject to adjustment for any type of tax increases after the Award.

ADD 2-6.1 Cost Reduction Proposal.

1. The Contractor may submit to the Engineer in writing, proposals for modifying the Plans, Specifications, or other requirements of the Contract for the sole purpose of reducing the total cost of construction.
2. The cost reduction proposal shall not impair, in any manner, the essential functions or characteristics of the Project such as service life, economy of operation, ease of maintenance, quality, desired appearance, or design and safety standards.
3. The following information must be included in the cost reduction proposal:
  - a. A description of both the existing Contract requirements for performing the Work and the proposed changes.
  - b. An itemization of the Contract requirements that shall be changed if the proposal is adopted.

- c. A detailed estimate of the cost of performing the Work under the existing Contract and under the proposed change.
  - d. A statement of the time within which the Engineer shall act on the cost reduction proposal.
  - e. The Contract items of Work affected by the proposed changes, including any quantity variation attributable thereto.
4. This subsection does not require the Engineer to consider any cost reduction proposal. The Agency shall not be liable to the Contractor for not approving or acting upon any cost reduction proposal the Contractor submitted nor for any delays to the Work attributable to the cost reduction proposal.
5. If a cost reduction proposal is similar to the information included in the Contract Documents or adopted by the Agency after the advertisement and prior to Award of the Contract, the Engineer will not accept such proposal and reserves the right to make such changes without compensation to the Contractor under the provisions of this subsection.
6. The Contractor shall continue to perform the Work in accordance with the requirements of the Contract until a Change Order incorporating the cost reduction proposal has been issued.
7. The Engineer is the sole judge of the acceptability of a cost reduction proposal and the estimated net savings. In determining the estimated net savings, the Agency has the right to disregard the Contract Bid prices if, in the judgment of the Engineer, such prices do not represent a fair measure of the value of the Work to be performed or to be deleted.
8. The Agency reserves the right to require the Contractor to share in the Agency's costs of investigating the Contractor's cost reduction proposal. When this is required, the Contractor shall indicate the Contractor's acceptance in writing allowing the Agency to deduct amounts payable to the Contractor.
9. If the Engineer accepts the Contractor's cost reduction proposal in whole or in part, the Engineer shall issue a Change Order to incorporate the changes in the Plans and Specifications which are necessary to permit the cost reduction proposal or such part of it as has been accepted to be put into effect. If the Engineer's approval is conditional, the Change Order shall include any conditions upon which the Engineer's approval is based.
10. The Change Order also includes the estimated net savings in the cost of performing the Work due to the accepted cost reduction proposal and provides that the Contract cost be adjusted by crediting the Agency with 50% of estimated net savings amount.
11. The Contract Time shall not be extended by the acceptance of the cost reduction proposal and the performance of the Work unless specified otherwise in the Change Order.
12. The amount specified as payable to the Contractor in the Change Order is full compensation for the cost reduction proposal and the performance of the Work.
13. The Agency expressly reserves the right to adopt a cost reduction proposal for general use on contracts administered by the Agency when it determines that the proposal is suitable for application to other contracts. When an accepted cost reduction proposal is adopted for general use, only the Contractor who first submitted such proposal shall be eligible for compensation subject to this subsection, and in that case, only for contracts awarded prior to submission of the accepted cost reduction proposal.
14. The cost reduction proposals identical or similar to previously submitted proposals shall be eligible for consideration and compensation under the provisions of this subsection if the

identical or similar previously submitted proposals were not adopted for general application to other contracts administered by the Agency.

15. Subject to the provisions contained in the Contract, the Agency or any other public agency shall have the right to use all or any part of any submitted cost reduction proposal without obligation or compensation of any kind to the Contractor.
16. The Contractor shall bear all costs to revise bonds for the Project to include the cost reduction incentive proposal work.

## 2-7 CHANGES INITIATED BY THE AGENCY

### 2-7.1 General.

ADD the following:

1. The Agency may change the Plans, Specifications, character of the Work, or quantity of Work provided the total arithmetic dollar value of all such changes, both additive and deductive, does not exceed 25 percent of the Contract Price. Should it become necessary to exceed this limitation, the change shall be by written supplemental agreement between the Contractor and Agency, unless both parties agree to proceed with the change, by Change Order.
2. Change Orders shall be in writing and state the dollar value of the change or established method of payment, any adjustment in Contract Time of completion, and when negotiated prices are involved, and shall provide for the Contractor's signature indicating acceptance.
3. Unless expressly set forth in writing in a Change Order signed by the Agency and the Contractor, changes initiated by the Agency shall not be construed as the Agency directing the Contractor's means-and-methods in the execution of the Work.

### 2-7.2 Payment-Contract Unit Prices. Not Used

### 2-7.3 Payment – Increases of More than 50 Percent. Not Used

### 2-7.4 Payment – Decreases of More than 50 Percent. Not Used

### 2-7.5 Stipulated Unit Prices. Not Used

### 2-7.6 Agreed Prices.

Agreed Prices are prices for new or unforeseen Work, or adjustments in Contract Unit Prices per Section 2-7.2, established by mutual agreement between the Contractor and the Agency. If mutual agreement cannot be reached, the Engineer may direct the Contractor to proceed on the basis of Extra Work in accordance with Section 2-8, except as otherwise specified in Sections 2-7.3 and 2-7.4.

### 2-7.7 Schedule of Values.

Before construction, Contractor shall provide a schedule of values for all lump-sum Bid items in Schedule A of Section 00 41 00 BID FORM above. The Schedule A will be used for the purpose of monthly progress payments and the schedule of values will be used for the purpose of describing the categories of work included in each line item. The line item totals in the schedule of values shall be equal to the line item lump sum values for each bid item shown in Schedule A.

### 2-7.8 Eliminated Items.

Should any Bid item be eliminated in its entirety, payment will be made to the Contractor for its actual costs incurred in connection with the eliminated item prior to notification in writing from the Engineer so stating its elimination. If material conforming to the Plans and Specifications is ordered by the Contractor for use in the eliminated item prior to the date of notification of elimination by the Engineer, and if the order for that material cannot be canceled, payment will be made to the Contractor for the actual cost of the material. In this case, the material shall become the property of the Agency. Payment will be made to the Contractor for its actual costs for any further handling. If the material is returnable, the material shall be returned, and payment will be made to the Contractor for the actual cost of charges made by the supplier for returning the material and for handling by the Contractor. Actual costs, as used in this Agency Supplement, shall be computed on the basis of Extra Work per Section 2-8.

### 2-8 EXTRA WORK

ADD the following:

1. New or unforeseen Work will be classified as "Extra Work" when the Engineer determines that it is not covered by Contract Unit Prices or stipulated unit prices.
2. Any request by the Contractor for Extra Work shall be in writing to the Engineer and shall include itemized estimates and in accordance with Section 7-4. The Contractor shall fully itemize the Extra Work cost estimates such as labor and payroll costs, quantities, crew composition, production rates, material costs, Subcontractor and Supplier costs, equipment costs, supplemental costs, and time impact.

### 2-9 CHANGED CONDITIONS

ADD the following:

The Contractor shall promptly notify the Engineer of the following Work Site conditions ("Changed Conditions"), in writing, upon their discovery and before they are disturbed:

1. Subsurface or latent physical conditions differing materially from those represented in the Contract;
2. Unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character being performed; and
3. Material differing from that represented in the Contract which the Contractor believes may be hazardous waste, as defined in Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

The Engineer will promptly investigate conditions which appear to be Changed Conditions. If the Engineer determines that conditions are Changed Conditions and they will materially affect performance time, the Contractor, upon submitting a written request, will be granted an extension of time subject to Section 6-4.2.

If the Engineer determines that the conditions do not justify an adjustment in compensation, the Contractor will be notified in writing. This notice will also advise the Contractor of its obligation to notify the Engineer in writing if the Contractor disagrees.

The Contractor's failure to give notice of Changed Conditions promptly upon their discovery and before they are disturbed shall constitute a waiver of all claims in connection with them.

1. The Contractor shall not be entitled to the payment of any additional compensation for any act, or failure to act, by the Engineer, including failure or refusal to issue a Change Order, or for the occurrence of any event or other cause, unless the Contractor shall have first given the Engineer written notice of potential claim as specified in this Section 2-9. Compliance with this section shall not be required as a prerequisite to notice provisions in Section 6-4.2(4) Extensions of Time, nor to any claim that is based on differences in measurement or errors of computation as to Contract quantities.
2. The Contractor shall provide the Agency with a written document containing a description of the particular circumstances giving rise to the potential claim, the reasons for which the Contractor believes additional compensation may be due and the nature of any and all costs involved within 20 Working Days of the date of service of the written notice of potential claim for Changed Conditions. Verbal notifications will not be accepted.
3. The potential claim shall include the following certification relative to the California False Claims Act, Government Code Sections 12650-12656.

"The undersigned certifies that the above statements are made in full awareness of the California False Claims Act, Government Code Sections 12650-12656. The undersigned further understands and agrees that this potential claim, unless resolved, must be restated as a claim in response to the Agency's proposed final estimate for it to be further considered."

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

Date: \_\_\_\_\_

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

4. The Contractor's estimate of costs may be updated when actual costs are known. The Contractor shall submit proof of its actual costs to the Engineer within 20 Working Days after the affected Work is completed. Failure to do so shall be cause to deny any later-filed claim regarding a potential claim described in this Section 2-9.
5. The intent of this Section 2-9 is to have differences between the parties arising under the Contract brought to the attention of the Engineer at the earliest possible time so that such matters can be settled, if possible, or other appropriate action promptly taken.

## 2-10 DISPUTED WORK

### ADD 2-10.1 Claims.

1. A Claim is a written demand by the Contractor that seeks an adjustment in the Contract Price, Contract Time, or other relief associated with a dispute arising under or relating to the Contract, including a breach of any Contract provision. A voucher, invoice, or other routine request for payment is not a Claim.
2. A Claim shall conform to these specifications and may be considered after the Agency has previously denied a request by the Contractor for a Change Order seeking the demanded relief.
3. The Contractor shall submit a Claim to the Engineer if a dispute occurs that arises from or relates to the Contract. The Claim shall seek all relief to which the Contractor asserts the Contractor is entitled as a result of the event(s) giving rise to the dispute. The Contractor's failure to process a Claim in accordance with these specifications shall constitute a waiver of all relief associated with the dispute. Claims are subject to 6-10, "Right to Audit."
4. The Contractor shall continue to perform the Services and Work and shall maintain the Schedule during any dispute proceedings. The Engineer will continue to make payments for undisputed Services and Work.
5. The Agency's Claims process specified in the Agency Supplement shall not relieve the Contractor of the Contractor's statutory obligations to present Claims prior to any action under the Government Code.
6. Except for those final payment items disputed in the written statement required in Section 7-3.2, all Claims of any dollar amount shall be submitted in a written statement by the Contractor no later than the date of receipt of the final payment estimate. Those final payment items disputed in the written statement required in Section 7-3.2 shall be submitted no later than 30 Calendar Days after receipt of the Final Payment estimate. No Claim will be considered that was not included in this written statement, nor will any Claim be allowed for which written notice or protest is required under any provision of this Contract, including Sections 2-9 Changed Conditions, 2-10 Disputed Work, 4-1(22) Protection, 6-4.4 Written Notice and Report, or 6-4.2(4) Extensions of Time, unless the Contractor has complied with notice or protest requirements.
7. The Engineer will consider Contractor's filed Claims, which must be detailed enough so the Engineer can determine the basis and amount of the Claims. Contractor shall provide the Engineer additional information to determine the facts or contentions involved in a Claim if requested by the Engineer. If additional information is needed, Contractor must provide Engineer with this information within a reasonable time of being asked for additional information. Failure to submit such information and details will be sufficient cause for denying the Claims.
8. Payment for Claims shall be processed in the payment application following the resolution of those Claims approved by the Engineer. The Contractor shall proceed with informal dispute resolution under Section 2-10, Disputed Work, for those Claims remaining in dispute.

#### 2-10.1.1 Initiation of Claim.

1. A Claim is a written demand by the Contractor that seeks an adjustment in the Contract Price, Contract Time, or other relief associated with a dispute arising under or relating to the Contract, including a breach of any provision of the Contract. A voucher, invoice, payment application or other routine request for payment is not a Claim. A Claim shall conform to

these specifications and may be considered after the City has previously denied a request from the Contractor for a Change Order seeking the demanded relief. The Contractor shall, consistent with 2-10.1.2, give the Agency written notice of Claim prior to commencing any Disputed Work. Failure to give the notice shall constitute a waiver of all Claims in connection with the Disputed Work. If the Contractor and the Agency are unable to reach agreement on Disputed Work, the Agency may direct the Contractor to proceed with the Work and such direction shall not be construed as the Agency directing the Contractor's mean-and-methods in the execution of the Work. After the Agency has rejected a Change Order request and prior to proceeding with dispute resolution pursuant to the Public Contract Code, applicable provisions of which are specified below, the Contractor shall attempt to resolve all disputes informally through the following dispute resolution chain of command:

For claims with a monetary value of \$50,000 or less:

- i. Construction Manager
- ii. Fleet and Facilities Project Manager
- iii. Public Works Manager

For claims with a monetary value greater than \$50,000:

- iv. Construction Manager
- v. Fleet and Facilities Project Manager
- vi. Public Works Manager
- vii. Engineer
- viii. City Manager or Executive Manager

2. Consistent with Section 2-10.1.2, the Contractor shall submit a complete report within 20 Working Days after completion of the Disputed Work stating its position on the Claim, the contractual basis for the Claim, along with all documentation supporting the costs, Contract Time, and all other evidentiary materials. At each level of Claim or appeal of Claim the Agency will, within 10 Working Days of receipt of the Claim or appeal of Claim, review the Contractor's report and respond with a position, request additional information or request that the Contractor meet and present its report. When additional information or a meeting is requested the Agency will provide its position within 10 Working Days of receipt of the additional information or Contractor's presentation of its report. The Contractor may appeal each level's position up to the Public Works Manager for claims less than \$50,000 and/or up to the City Manager for the City of Carlsbad for claims greater than \$50,000 after which the Contractor may proceed under the provisions of the Public Contract Code. The Agency's failure to state a position or otherwise respond to a Claim within the timeframes set forth above shall be deemed a rejection of the Claim by the Agency.
3. The authority within the dispute resolution chain of command is limited to recommending a resolution to a Claim to the City Manager for the City of Carlsbad. Actual approval of the Claim is subject to the Change Order provisions in the Contract.
4. Any remaining Claims not resolved by the informal dispute resolution process described above shall be resolved in accordance with Public Contract Code Section 9204, the relevant portion of which is included below:
  - (d)(1)(A) Upon receipt of a Claim pursuant to this section, the public entity to which the Claim applies shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days, shall provide the

Claimant a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, a public entity and a Contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The Claimant shall furnish reasonable documentation to support the Claim.

(C) If the public entity needs approval from its governing body to provide the Claimant a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the Claimant disputes the public entity's written response, or if the public entity fails to respond to a Claim issued pursuant to this section within the time prescribed, the Claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the public entity shall provide the Claimant a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the Claimant sharing the associated costs equally. The public entity and Claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing. If the



parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a Claim from a Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by reason of the public entity's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the Claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a Subcontractor or a lower tier Subcontractor lacks legal standing to assert a Claim against a public entity because privity of Contract does not exist, the Contractor may present to the public entity a Claim on behalf of a Subcontractor or lower tier Subcontractor. A Subcontractor may request in writing, either on their own behalf or on behalf of a lower tier Subcontractor, that the Contractor present a Claim for work which was performed by the Subcontractor or by a

lower tier Subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the Claim be presented to the public entity shall furnish reasonable documentation to support the Claim. Within 45 days of receipt of this written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the Claim to the public entity and, if the original Contractor did not present the Claim, provide the Subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the Plans or Specifications for any Public Works Project that may give rise to a Claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable Change Order, Claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, unless a later enacted statute that is enacted before January 1, 2027, deletes, or extends that date.

In addition, all Claims by Contractor for \$375,000 or less shall be resolved in accordance with the procedures in the Public Contract Code Section 20104 *et seq.*, applicable provisions of which are included below:

**20104.2** For any Claim subject to this article, the following requirements apply:

(a) The Claim shall be in writing and include the documents necessary to substantiate the Claim. Claims must be filed on or before the date

of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of Claims.

(b)(1) For Claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written Claim within 45 days of receipt of the Claim, or may request, in writing, within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the Claim the local agency may have against the Claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the Claimant.

(3) The local agency's written response to the Claim, as further documented, shall be submitted to the Claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the Claimant in producing the additional information, whichever is greater.

(c)(1) For Claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written Claims within 60 days of receipt of the Claim, or may request, in writing, within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the Claim the local agency may have against the Claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the Claimant.

(3) The local agency's written response to the Claim, as further documented, shall be submitted to the Claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the Claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the Claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the Claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively,

and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the Claim or any portion remains in dispute, the Claimant may file a Claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a Claim must be filed shall be tolled from the time the Claimant submits his or her written Claim pursuant to subdivision (a) until the time that Claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort Claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort Claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

**20104.4** The following procedures are established for all civil actions filed to resolve Claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b)(1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(b) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

**20104.6** Payment on undisputed portion of Claim; interest on arbitration awards or judgments:

(a) No local agency shall fail to pay money as to any portion of a Claim which is undisputed except as otherwise provided in the Contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

5. Although not to be construed as proceeding under Extra Work provisions, the Contractor shall keep and furnish records of disputed Work in accordance with Section 2-10.

2-10.1.2 [Claim Certification Submittal.](#)

1. If the Contractor's Claim seeks an increase in the Contract Price, the Contract Time, or both, submit with the Claim an affidavit certifying the following:
  - a. The Claim is made in good faith and covers all costs and delays to which the Contractor is entitled as a result of the event(s) giving rise to the Claim.
  - b. The amount Claimed accurately reflects the adjustments in the Contract Price, the Contract Time, or both to which the Contractor believes the Contractor is entitled.

- c. All supporting costs and pricing data are current, accurate, and complete to the best of the Contractor's knowledge. The Contractor shall supply a cost breakdown per item of Work.
- d. The Contractor shall ensure that the affidavit is executed by an official who has the authority to legally bind the Contractor.

#### 2-10.1.3 Agency's Final Determination.

1. If the Contractor disagrees with the City Manager final determination, as described in 2-10.1.1(1-2), Contractor must notify the Engineer in writing of the Contractor's objection within 15 Working Days after receipt of the written determination and file a "Request for Mediation" in accordance with 2-10.2, "Dispute Resolution Process."
2. Failure to give notice of objection within the 15 Working Days period shall waive the Contractor's right to pursue the Claim.

#### 2-10.1.6 Mandatory Assistance.

1. If a third-party dispute, litigation, or both, arises out of or relates in any way to the Services provided under the Contract, upon the Agency's request, the Contractor shall assist in resolving the dispute or litigation. The Contractor's assistance includes, but is not limited to the following:
  - a. Providing requested documents in a timely manner.
  - b. Providing professional consultations.
  - c. Attending mediations, arbitrations, depositions, trials, or any event related to the dispute resolution and litigation.

##### 2-10.1.6.1 Compensation for Mandatory Assistance.

1. The Agency will reimburse the Contractor for reasonable fees and expenses incurred by the Contractor for any required assistance rendered in accordance with 2-10.1.6, "Mandatory Assistance" as Extra Work.
2. The Engineer will determine whether these fees and expenses were necessary due to the Contractor's conduct or failure to act.
3. If the Engineer determines that the basis of the dispute or litigation in which these fees and expenses were incurred were the result of the Contractor's conduct or the Contractor's failure to act in part or in whole, the Contractor shall reimburse the Agency for any payments made for these fees and expenses.

Reimbursement may be through any legal means necessary, including the Agency's withholding of the Contractor's payment.

#### ADD 2-10.2 Dispute Resolution Process

##### **2-10.2.1 Mandatory Non-binding Mediation.**

1. If a dispute arises out of or relates to the Contract, or the breach of it, and if the dispute cannot be settled through those procedures described in Section 2-10.1.1, the parties must attempt to settle the dispute in an amicable manner, using mandatory mediation

under the Construction Industry Mediation Rules of the American Arbitration Association before having recourse in a court of law.

2. To initiate mediation, the initiating party shall serve a Request for Mediation at the American Arbitration Association (AAA).

**2-10.2.2 Mandatory Mediation Costs.**

1. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

**2-10.2.3 Selection of Mediator.**

1. A single mediator, knowledgeable in construction aspects and acceptable to both parties, shall be used to mediate the dispute.
2. If AAA is used, the initiating party shall concurrently file with AAA a “Request for Mediation” along with the appropriate fees, a copy of requested mediators marked in preference order, and a preference for available dates.
3. If AAA is selected to coordinate the mediation (Administrator), within 10 Working Days from the receipt of the initiating party’s Request for Mediation, the opposing party shall file the following:
  - a. A copy of the list of the preferred mediators listed in preference order after striking any mediators to which they have any objection.
  - b. A preference for available dates.
  - c. Appropriate fees.
4. If the parties cannot agree on a mediator, then each party shall select a mediator and those mediators shall select the neutral third party to mediate the matter.

**2-10.2.4 Conduct of Mediation Sessions.**

1. Mediation hearings shall be conducted in an informal manner and discovery shall not be allowed.
2. Discussions, statements, or admissions shall be confidential to the proceedings and shall not be used for any other purpose regarding the party’s legal position. The parties may agree to exchange any information they deem necessary.
3. Both parties shall have an authorized representative attend the mediation. Each representative shall have the authority to recommend entering into a settlement. Either party may have attorney(s), witnesses, or expert(s) present. Either party may request a list of witnesses and notifications of whether attorney(s) shall be present.
4. Any resulting agreements from mediation shall be documented in writing. Mediation results and documents, by themselves, shall be “non-binding” and inadmissible for any purpose in any legal proceeding, unless such admission is otherwise agreed upon in

writing by both parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

ADD 2-10.3 Governing Law & Forum for Litigation.

1. This Contract shall be governed by and construed in accordance with the laws of the State of California. Any lawsuits, at law or in equity, between the parties arising out of this Contract shall be filed in a court of competent jurisdiction in the County of San Diego. With respect to venue, the parties agree that this Contract is made in and will be performed in the County of San Diego. The parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

ADD 2-10.4 Pre-judgment Interest.

1. The parties stipulate that if a judgment is entered against a party for breaching this Contract, the pre-judgment interest shall be 2% per annum.

SECTION 3 – CONTROL OF THE WORK

3-2 SELF-PERFORMANCE

ADD the following:

1. If Contractor fails to satisfy the provisions requiring the Contractor to complete Work amounting to at least 20 percent of the Contract price with its own organization unless stipulated otherwise in the Contract Documents, the Agency may at its sole discretion elect to cancel the Contract or deduct an amount equal to 10 percent of the value of the Work performed in excess of 20 percent of the Contract Price by other than the Contractor's own organization. The Board shall be the sole body for determination of a violation of these provisions. In any proceedings under this section, the Contractor, or prime Contractor, shall be entitled to a public hearing before the Board and shall be notified 10 Calendar Days in advance of the time and location of the hearing. The determination of the Board shall be final.

3-3 SUBCONTRACTORS

ADD the following:

1. The Contractor shall incorporate these Specifications in the Contractor's subcontracts for the work being performed by the Contractor's Subcontractor.
2. The Contractor shall obtain or require that each Subcontractor obtains insurance policies in accordance with 5-4, "INSURANCE" which shall be kept in full force and effect for the duration of the Contract and in any attached supplemental agreements.
3. In any dispute between the Contractor and the Contractor's Subcontractors, the Agency shall not be made a party to any judicial or administrative proceeding to resolve the dispute.
4. The Contractor shall ensure that the Contractor's Subcontractors are appropriately licensed for the duration of the work that is performed under the Subcontracts in accordance with 2-1, "WORK TO BE DONE." If a Subcontractor is not properly licensed, the Contractor shall cease payment to the Subcontractor for all work performed when the Subcontractor was not properly licensed. The Contractor shall return to the Agency any payment the Contractor made to a Subcontractor for work performed when the Subcontractor was not licensed.



5. Subcontractors shall be considered employees of the Contractor, and the Contractor shall be responsible for their work.
6. Where the Contract Documents require that a particular product be installed or applied by an applicator approved by the manufacturer, ensure the Subcontractor or Supplier employed for such work is approved by the manufacturer.
7. Before the work of any Subcontractor is started, the Contractor shall submit to the Engineer for approval a written statement showing the Work to be subcontracted giving the name and business of each Subcontractor and description and value of each portion of the Work to be so subcontracted. This submittal will confirm the Subcontractor's commitments in the Bid.

#### 3-4 AUTHORITY OF THE ENGINEER

ADD the following:

1. The Engineer shall be the single point of contact and shall be included in all communications between Contractor and any Agency representative.

#### 3-5 INSPECTION

ADD the following:

1. Contractor shall make available to the Engineer accurate books and accounting records regarding all its activities. Contractor shall contractually require all Subcontractors to this Contract to do the same. The Engineer shall have access to the Contractor's, and any Subcontractors documents described in this Section 3-5(1) within San Diego County. The Engineer shall have the right to monitor, assess, and evaluate Contractor's and its Subcontractor's performance pursuant to this Contract. The Engineer's monitoring, assessments, and evaluations will include, but shall not be limited to, audits, inspection of premises, reports, contracts, subcontracts and interviews of Contractor's staff and the staff of all Subcontractors to this Contract. Upon reasonable advance notice, Contractor shall make available to the Engineer for examination, all of its, and all Subcontractors to this Contract, records with respect to all matters covered by this Contract. Contractor shall also permit the Engineer to audit, examine, copy and make excerpts or transcripts from such data and records, and to make audits of all invoices, materials, payrolls, records of personnel, and other data relating to all matters covered by this Contract. Any inspection described in this Section 3-5(1) shall occur as often as the Engineer deems necessary and during normal business hours. However, any such inspection shall not unreasonably interfere with Contractor's ongoing business operations. Contractor and all Subcontractors to this Contract shall maintain such data and records for as long as may be required by applicable laws and regulations.
2. The Agency may utilize consultants to assist the Engineer during construction in observing the Contractor's performance. The consultant shall be the Agency's Representative on the Site assisting the Engineer and must not be confused with a building inspector with the Agency or with a Special Inspector.
3. The Agency may utilize a Special Inspector for inspection of specialty work and materials, whose costs the Agency will pay for unless the Contractor fails inspection. If inspections or

tests reveal non-compliance with the requirements of the Contract Documents, the Contractor shall pay for all corrective measures deemed necessary by the Engineer and also pay the cost of the Agency's subsequent re-inspection and re-testing.

4. Inspections required by codes or ordinances are the Contractor's responsibility.
5. The Contractor's quality control testing and inspections are the Contractor's responsibility. Contractor shall coordinate and schedule all inspections and tests. The Contractor shall give the Engineer notice of tests and inspections made by others. At least 5 Working Days of notice shall be given for offsite inspections. The Contractor shall wait until the Engineer has responded and agreed to Contractor's schedule before scheduling test or inspections.
6. The Agency shall schedule any inspections and tests as the Agency deems necessary to ensure the Work is accomplished in accordance with the requirements of the Contract Documents (other than inspections for work performed in accordance with a permit). The Contractor is responsible for the inspection of all Work performed in accordance with the Contract Documents.
7. Contractor shall provide access in accordance with Cal-OSHA Standards as necessary.
8. Contractor shall remove and replace any items of Work performed without the required permit or inspection. For required subsequent inspection, the Contractor shall remove and replace Work at the discretion of Engineer at no additional cost to the Agency. Inspection of the Work does not relieve the Contractor of full compliance with the Contract Documents.
9. Contractor shall not conceal the Work prior to inspection, testing, or approval required by the Contract Documents, the Engineer's prior written request, or by other agencies. If any item of Work is done prior to obtaining the required approvals when requested by the Engineer, Contractor shall expose the Work for inspection, testing, and/or approval. Upon successful completion of the inspection, testing, or approval, the Contractor shall proceed with the Work. The Contractor shall bear all direct and indirect costs and damages of such uncovering and re-covering and shall not be entitled to an increase in the Contract Price or the Contract Time, unless the Contractor has given the Engineer and any other affected agencies written notice of the Contractor's intention to cover the Work and the Engineer has not acted in response to such notice.
10. When specified, Contractor shall make arrangements for tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Engineer, or with the appropriate public authority. The payment for such tests, inspections, and approvals are included in the Contract Price.
11. Unless specified otherwise, the Contractor shall pay the cost of inspections and tests. If inspections or tests reveal non-compliance with the requirements of the Contract Documents, the Contractor shall bear the cost of corrective measures deemed necessary by the Engineer and the cost of the Agency's subsequent re-inspection and re-testing.
12. The Contractor shall, at no charge to the Agency, provide copies of all records in the Contractor's or Subcontractor's possession pertaining to the Work that the Engineer may request.
13. Contractor agrees to maintain and/or make available, to the Engineer, within San Diego County, accurate books, and accounting records relative to all its activities and to contractually require all Subcontractors to this Contract to do the same. The Engineer shall have the right to monitor, assess, and evaluate Contractor's and its Subcontractors

performance pursuant to this Contract, the monitoring, assessments, and evaluations to include, but not be limited to, audits, inspection of premises, reports, contracts, subcontracts and interviews of Contractor's staff and the staff of all Subcontractors to this Contract. At any time during normal business hours and as often as the Engineer may deem necessary, upon reasonable advance notice, Contractor shall make available to the Engineer for examination, all of its, and all of its Subcontractors' records with respect to all matters covered by this Contract and will permit the Engineer to audit, examine, copy and make excerpts or transcripts from such data and records, and to make audits of all invoices, materials, payrolls, records of personnel, and other data relating to all matters covered by this Contract. However, any such activities shall be carried out in a manner so as to not unreasonably interfere with Contractor's ongoing business operations. Contractor and all Subcontractors to this Contract shall maintain such data and records for as long as may be required by applicable laws and regulations.

### 3-6 THE CONTRACTOR'S REPRESENTATIVE

ADD the following:

1. Both the representative and alternative representative shall be the Contractor's employees and shall not be assigned to a Subcontractor unless otherwise approved by the Agency in writing.
2. The Contractor's Project team shall attend scheduled construction meetings as required by the Engineer. If any of Contractor's staff cannot attend, the Contractor shall notify the Engineer a minimum of 24 hours in advance, prior to the start of the scheduled meeting. If the Contractor does not provide the required notification, the Contractor shall pay for the costs of the Agency's staff, consultants, or both that attended. The Contractor shall be charged a minimum of 2 hours of the attendee's time.
3. The payment for the Contractor's attendance at Project meetings is included in the Contract Price. The Engineer shall deduct costs assessed to the Contractor for not attending the meetings from the monthly progress payment via Change Order.

### 3-7 CONTRACT DOCUMENTS

#### 3-7.1 General.

ADD the following:

1. Specifications and Plans are divided into groups by engineering discipline for the Agency's convenience. These divisions are not for the purpose of apportioning the Work or responsibility for the Work among Subcontractors and Suppliers.
2. The Contractor shall supply any Work that may reasonably be inferred from the Specifications or Plans as being required to produce the intended result whether or not it is specifically called for, at no additional cost to the Agency.
3. If referenced documents have been discontinued or updated by the issuing organization, the replacement documents issued or otherwise identified by that organization shall be used or, if there are no replacement documents, the last version of the document before it was discontinued.

4. Scaled dimensions on Contract Documents are approximate. Before ordering materials or commencing the Work, the Contractor shall measure the Site for proper size and fit and verify dimensions and quantities by taking measurements in the field. The Contractor shall be responsible for their accuracy.
5. The Contractor shall verify any conditions affecting the cost of the Work through a reasonable examination of the Work Site prior to submitting the Bid.
6. Existing improvements visible at the Work Site, for which no specific disposition is made on the Plans, but which interfere with the completion of the Work, shall be removed, and disposed of by the Contractor.
7. The Plans, Specifications, and other Contract Documents shall govern the Work. The Contract Documents are intended to be complementary and cooperative. Anything specified in the Specifications and not shown on the Plans or shown on the Plans and not specified in the Specifications, shall be as though shown on or specified in both.
8. The Plans shall be supplemented by such working drawings and shop drawings as are necessary to adequately control the Work.
9. The Contractor shall ascertain the existence of any conditions affecting the cost of the Work through a reasonable examination of the Work Site prior to submitting the Bid.
10. Existing improvements visible at the Work Site, for which no specific disposition is made on the Plans, but which interfere with the completion of the Work, shall be removed, and disposed of by the Contractor.
11. The Contractor shall, upon discovering any error or omission in the Plans or Specifications, immediately call it to the attention of the Engineer.

### 3-7.2 Precedence of the Contract Documents.

DELETE in its entirety and REPLACE with the following:

1. If there is a conflict between any of the Contract Documents, the document highest in the order of precedence, and most recent in edition, shall control. The order of precedence, from highest to lowest, shall be as follows:
  - a. Permits (issued by jurisdictional regulatory agencies including environmental documents).
  - b. Change Orders and supplemental agreements; whichever occurs last.
  - c. Contract Addenda, whichever occurs last.
  - d. The signed written Contract.
  - e. Bid/Proposal.
  - f. Project Plans.
  - g. Technical Specifications/Project Manual
  - h. Agency Supplemental General Provisions (Section 00 73 00).
  - i. Agency Supplemental Technical Provisions (Section 00 74 00).
  - j. Standard Drawings.
  - k. Standard Plans
    - i. City of Carlsbad Standard Drawings.
    - ii. Carlsbad Municipal Water District Standard Drawings.

- iii. City of Carlsbad modifications to the San Diego Area Regional Standard Drawings.
    - iv. Traffic Signal Design Guidelines and Standards.
    - v. State of California Department of Transportation Standard Plans.
    - vi. California Manual on Uniform Traffic Control Devices (CA MUTCD).
  - l. "Greenbook" (Standard Specifications for Public Works Construction).
  - m. Reference Specifications.
- 2. When additional small business/minority/women-owned/veteran or other special requirements by funding sources are included in the Contract Documents, the funding source's requirements shall govern.
  - a. With reference to the Drawings, the order of precedence shall be as follows: Figures govern over scaled dimensions.
  - b. Detail Drawings govern over general Drawings.
  - c. Addenda and Change Order Drawings govern over Plans.
  - d. Plans govern over Standard Drawings.
- 3. When a conflict exists between the ADA requirements of Title 24, and the Agency Supplemental Provisions, the most restrictive requirement shall be followed.

ADD: 3-7.3 Red-lines and Record Documents.

**3-7.3.1 General.**

1. The Contractor shall, at no charge to the Agency, provide copies of all records in the Contractor's or Subcontractor's possession pertaining to the Work that the Engineer may request.
2. The Contractor shall keep the Red-lines current with entries checked by the Engineer before the Work is covered. Contractor's failure to update and deliver Red-lines information monthly to the Engineer for review and approval may result in the withholding of monthly progress payments.
3. The Contractor shall note the source identification, such as RFI numbers and Change Order numbers, as required identifying the source of the change to the Contract Documents.
4. The Contractor shall deliver the Red-lines to the Engineer upon completion of the Construction Work.
5. The Contractor shall legibly annotate a full-size set of Plans daily, in red ink, to record additions, deletions or changes to the Work and changes in location, elevation or character of the Work not otherwise shown or noted in the Contract Documents. This "redline" set of drawings shall be kept on the Job Site, shall be used only as a record set, and shall be delivered to the Engineer within 10 Calendar Days of completion of the Work. Contractor shall immediately give written notice of any conflicts between these documents to the Engineer.
6. As-built information shall represent field measurements, approved Shop Drawings, Working Drawings, samples, product data, and other pertinent data discovered during the performance of the Work. The Contractor shall note the source of the change such as RFI or Change Order numbers, as required. The Contractor shall clearly record additions

or changes in the Work and depth of underground facilities by dimensioning from 2, known, fixed points.

7. Payment for Record Drawings and Documents shall be included in the various Bid items and no additional payment will be made therefore.

### **3-7.3.2 Asset Specific Red-lines.**

1. Building Red-lines: Building Red-lines shall show any changes from the Plans for the following:
  - a. Location by dimension and the depth by elevation of underground lines, valves, plugged tees, and capped ends.
  - b. By dimension or scale Plans, wiring, conduits, and pull boxes as installed.
  - c. Information necessary to maintain and service concealed items of Work.
  - d. Dimensional changes to the Drawings.
  - e. Revisions to details shown on the Drawings.
  - f. Depths of foundations below the first floor.
  - g. Locations and depths of underground utilities.
  - h. Revisions to the routing of piping and conduits.
  - i. Revisions to electrical circuitry.
  - j. Actual equipment locations.
  - k. Duct size and routing.
  - l. Locations of concealed internal utilities.
  - m. Changes made by Change Orders.
  - n. Details not shown on original Plans.
2. Fiber Optic and Wi-Fi Device Red-lines: Fiber Optic and Wi-Fi Device Red-lines shall clearly record by dimension from 2 known fixed points and by depth of underground facilities all deviations, modifications, and changes in the Work. Records, deviations, modifications, and changes on the day the Work is performed shall reflect the actual Work location and shall be marked in red at the scale of the Plan sheet on which they are recorded. Red-lines shall show the equipment locations and associated information for the following:
  - a. Locations and depths of underground utilities.
  - b. Revisions to the routing of piping and conduits.
  - c. Actual equipment locations.
  - d. Pull Boxes.
  - e. Electrical Meter, including meter address.
  - f. Items abandoned in place.

### **3-7.3.3 Payment.**

1. The payment for Red-lines Drawings shall be included in the Contract Price. Contractor shall be responsible for their accuracy.

## 3-8 SUBMITTALS

### 3-8.1 General

Add the following:

1. Shop Drawings and engineering data (submittals) covering all equipment and all fabricated components and building materials which will become a permanent part of the Goods and Special Services under this Contract shall be submitted to Engineer for review, as required. Submittals shall verify compliance with the Contract Documents and shall include Drawings and descriptive information in sufficient detail to show the kind, size, arrangement, and the operation of component materials and devices; the external connections, anchorages, and supports required; the performance characteristics; and dimensions needed for installation and correlation with other materials and equipment.
2. Each submittal shall cover items from only one section of the specification unless the item consists of components from several sources. Contractor shall submit a complete initial submittal including all components. When an item consists of components from several sources, Contractor's initial submittal shall be complete including all components.
3. All submittals, regardless of origin, shall be approved by Contractor and clearly identified with the name and number of this Contract, Contractor's name, and references to applicable specification paragraphs and Contract Drawings. Each copy of all submittals, regardless of origin, shall be stamped or affixed with an approval statement of Contractor. Each submittal shall indicate the intended use of the item in the Goods and Special Services. When catalog pages are submitted, applicable items shall be clearly identified and inapplicable data crossed out. The current revision, issue number, and date shall be indicated on all Drawings and other descriptive data.
4. Contractor shall be solely responsible for the completeness of each submittal. Contractor's stamp or affixed approval statement of a submittal is a representation to Engineer that Contractor accepts sole responsibility for determining and verifying all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data, and that Contractor has reviewed and coordinated each submittal with the requirements of the Goods and Special Services and the Contract Documents.
5. All deviations from the Contract Documents shall be identified as deviations on each submittal and shall be tabulated in Contractor's letter of transmittal using Figure P-01300-2. Such submittals shall, as pertinent to the deviation, indicate essential details of all changes proposed by Contractor (including modifications to other facilities that may be a result of the deviation) and all required piping and wiring diagrams.
6. Engineer will not accept submittals from any entity except but Contractor. Submittals shall be consecutively numbered in direct sequence of submittal and without division by subcontracts or trades.
7. For electronic submittals, drawings and the necessary data shall be submitted electronically to Engineer as specified below. Submittal documents shall be in black and white unless color is required for the review of the submittal. All electronic files shall be in PDF as generated by Adobe Acrobat Professional latest version. The PDF file(s) shall be fully indexed using the Table of Contents, searchable with thumbnails generated. PDF images must be at a readable resolution. For most documents, they should be scanned or generated at 300 dots per inch (dpi). Optical Character Recognition (OCR) capture must be performed on these images so

that text can be searched, selected and copied from the generated PDF file. The PDF documents shall have a bookmark created in the navigation frame for each major entry (“Section” or “Chapter”) in the Table of Contents. Thumbnails shall be generated for each page or graphic in the PDF file. The opening view for each PDF document shall be as follows:

1. Initial View: Bookmarks and Page
2. Magnification: Fit In Window
3. The file shall open to the Contractor’s transmittal letter, with bookmarks to the left.

The first bookmark shall be linked to the Table of Contents.

PDF document properties shall include the submittal number for the document title and the Contractor’s name for the author.

8. Electronic submittal file sizes shall be limited to 10 MB. When multiple files are required for a submittal the least number of files possible shall be created.
9. The Contractor shall post submittals and retrieve the Engineer’s submittal review comments through the Engineer’s (Consulting Engineer’s) Project website accessible through the Internet. Instruction on procedures for posting and retrieving submittals will be provided after award of the Contract.
10. Facsimiles (fax) will not be acceptable. Engineer will not accept submittals from anyone but Contractor. Submittals shall be consecutively numbered in direct sequence of submittal and without division by subcontracts or trades.

#### 3.8.1.2 Resubmittal of Drawings and Data

1. Contractor shall accept full responsibility for the completeness of each resubmittal. Contractor shall verify that all corrected data and additional information previously requested by Engineer are provided on the resubmittal.
2. When corrected copies are resubmitted, Contractor shall direct specific attention to all revisions in writing and shall list separately any revisions made other than those called for by Engineer on previous submittals. Requirements specified for initial submittals shall also apply to resubmittals. Resubmittals shall bear the number of the first submittal followed by a letter (A, B, etc.) or a unique identification that indicates the initial submittal and correct sequence of each resubmittal.
3. If more than 1 resubmittal is required because of failure of Contractor to provide all previously requested corrected data or additional information, Contractor shall reimburse Agency for the charges of Engineer for review of the additional resubmittals. This does not include initial submittal data such as shop tests and field tests that are submitted after initial submittal.
4. Resubmittals shall be made within 30 Calendar Days of the date of the letter returning the material to be modified or corrected, unless within 14 Calendar Days Contractor submits an acceptable request for an extension of the stipulated time period, listing the reasons the resubmittal cannot be completed within that time.
5. The need for more than 1 resubmittal, or any other delay in obtaining Engineer's review of submittals, will not entitle Contractor to extension of the Contract Times unless delay of the



Work is the direct result of a change in the Work authorized by a Change Order or failure of Engineer to review and return any submittal to Contractor within the specified review period.

### 3-8.1.3 Color Selection

1. Contractor shall submit samples of colors and finishes for all accepted products before Engineer will coordinate the selection of colors and finishes with Agency. Engineer will prepare a schedule of finishes that include the colors and finishes selected for both manufactured products and for surfaces to be field painted or finished and will furnish this schedule to Contractor within 60 Calendar Days after the date of acceptance of the last color or finish sample.

### 3-8.1.4 Operations and Maintenance Data and Manuals

1. Adequate operation and maintenance information shall be supplied for all equipment requiring maintenance or other attention. The equipment supplier shall prepare a Project specific operation and maintenance manual for each type of equipment indicated in the individual equipment sections or the equipment schedule.
2. Parts lists and operating and maintenance instructions shall be furnished for other equipment not listed in the individual equipment sections or the equipment schedule.
3. Operation and maintenance manuals shall include the following:
  - a) Equipment function, normal operating characteristics, and limiting conditions.
  - b) Assembly, installation, alignment, adjustment, and checking instructions.
  - c) Operating instructions for startup, routine and normal operation, regulation and control, shutdown, and emergency conditions.
  - d) Lubrication and maintenance instructions.
  - e) Guide to troubleshooting.
  - f) Parts lists and predicted life of parts subject to wear.
  - g) Outline, cross section, and assembly drawings; engineering data; and wiring diagrams.
  - h) Test data and performance curves, where applicable.
4. The operation and maintenance manuals shall be in addition to any instructions or parts lists packed with or attached to the equipment when delivered, or which may be required by Contractor.
5. Manuals shall be submitted in electronic format to the Engineer prior to the date of shipment of the equipment. The manuals shall be submitted and the Engineer's review comments retrieved, through the Project website accessible through the Internet. Instruction on procedures for posting and retrieving O&M submittals and review comments will be provided after award of the Contract. When the O&M manuals are reviewed "RETURNED FOR CORRECTION," the corrections shall be made as instructed by the Engineer or Consulting Engineer, and corrected manuals resubmitted to the Engineer or Consulting Engineer. When review by the Engineer is complete, 3 copies of each electronic O&M manual shall be delivered on CD-ROM to the Engineer. Each CD shall contain only 1 copy of 1 manual. Delivery of the final O&M shall be made 30 Calendar Days prior to placing the equipment in operation.
6. All material shall be marked with Project identification, and inapplicable information shall be marked out or deleted.

7. Shipment of equipment will not be considered complete until all required manuals and data have been received.

### 3-8.1.5 Electronic Operations and Maintenance Manuals

1. Electronic manuals shall be in Adobe Acrobat's PDF and shall be prepared at a resolution between 300 and 600 dpi, depending on document type. OCR capture shall be performed on these documents. OCR settings shall be performed with the "original image with hidden text" option in Adobe Acrobat Exchange.
2. File size shall be limited to 10 MB. When multiple files are required the least number of files possible shall be created. File names shall be in the format OMXXXXX-YYYZ-V.pdf, where XXXXX is the 5-digit number corresponding to the specification section, YYY is a 3-digit O&M manual number, e.g., 001, Z is the letter signifying a resubmittal, A, B, C, etc, and V is a number used only when more than one 10 MB file is required for an O&M manual.
3. Documents prepared in PDF format shall be processed as follows:

Pages shall be searchable (processed for optical character recognition) and indexed when multiple files are required.

- a) Of material to update the manual provided by the manufacturer. Pages shall be rotated for viewing in proper orientation.
- b) A bookmark shall be provided in the navigation frame for each entry in the Table of Contents.
- c) Embedded thumbnails shall be generated for each completed PDF file.
- d) The opening view for PDF files shall be as follows:
- e) Initial View: Bookmarks and Page
- f) Page Number: Title Page (usually Page 1)
- g) Magnification: Set to Fit in Window
- h) Page: Single Page
- i) Where the bookmark structure is longer than 1 page, the bookmarks shall be collapsed to show the chapter headings only.
- j) When multiple files are required the first file of the series (the parent file) shall list every major topic in the Table of Contents. The parent file shall also include minor headings bookmarked based on the Table of Contents. Major headings, whose content is contained in subsequent files (children) shall be linked to be called from the parent to the specific location in the child file. The child file shall contain bookmark entries for both major and minor headings contained in the child file. The first bookmark of any child file shall link back to the parent file and shall read as follows "Return to the Equipment Name Table of Contents," e.g., Return to the Polymer Feed System Table of Contents.
- k) Drawings shall be bookmarked individually.
- l) Files shall be delivered without security settings to permit editing, insertion and deletion.

### 3-8.1.6 Labeling

1. At a minimum, the following information shall be included on all final O&M manual materials, including thumb drives and hard copy manuals:
  - a) Equipment name and/or O&M title spelled out in complete words.
  - b) Project Name.
  - c) Agency Project/Contract Number.
  - d) Specification Section Number. Example: "Section 15 55 00"
  - e) Manufacturer's name.
  - f) File Name and Date.

### 3-8.4 Supporting Information

ADD the following:

The Contractor shall provide and keep up-to-date a complete "As-Built" record set of blue-line prints, which shall be corrected in red daily and show every change from the original Drawings and Specifications and the exact "As-Built" locations, sizes and kinds of equipment, underground piping, valves, and all other Work not visible at surface grade. Prints for this purpose may be obtained from the Agency at cost. This set of Drawings shall be kept on the job and shall be used only as a Record Set and shall be delivered to the Engineer within 10 Calendar Days of completion of the Work. Payment for performing the Work required by Section 2-5.4 shall be included in the various Bid items and no additional payment will be made therefore.

### 3-8.6 Manufacturer's Operation, Maintenance, and Warranty Instructions.

To sentence (1), DELETE in its entirety and SUBSTITUTE with the following:

For each pre-manufactured product covered by a manufacturer's warranty, Contractor shall submit 1 electronic copy and 3 bound original or legal copies prior to acceptance of the Contract.

## 3-12 WORK SITE MAINTENANCE

### 3-12.1 General.

ADD the following:

1. Maintain Site improvements including any temporary facilities, equipment, or other materials. Remove graffiti encountered on the Site within 24 hours. See also SECTION 400 - PROTECTION AND RESTORATION.
2. As a condition of Final Payment, the Contractor shall submit a signed and notarized affidavit stating that all brush, trash, debris, and surplus materials resulting from this Project have been disposed of in a legal manner. The cost of disposal is the Contractor's responsibility.
3. If required in the Special Provisions, the Contractor shall provide and maintain enclosed toilets for the use of the Agency's and Contractor's officers, employees, or agents. Toilets must be kept in a neat and sanitary condition and ensure that they comply with all applicable

laws, ordinances, and regulations pertaining to public health and sanitation of dwellings and camps. The cost of such is the Contractor's responsibility.

4. The Contractor shall maintain drainage within and through the work areas. Earth dams will not be permitted in paved areas. Temporary dams of sandbags, asphaltic concrete, or other acceptable material will be permitted, when necessary, by the SWPPP and/ or BMP plan. Such dams shall be removed from the Site as soon as their use is no longer necessary.
5. Work Site maintenance shall be conducted on non-workdays when increased levels of maintenance are deemed necessary, in the opinion of the Engineer, to preserve the health safety or welfare of the public and or to comply with applicable regulations.
6. Disposal of all rubbish and surplus materials is incidental to Work Site maintenance. Disposal shall be made off the Site and shall be in accordance with:
  - a. Local codes and ordinances that govern locations and methods of disposal.
  - b. All applicable safety laws.
  - c. Requirements of Subpart H, Section 1926.252 of the OSHA Safety and Health Standards for Construction.
7. Work Site maintenance is considered incidental to the items of work that they are associated with, and no additional payment will be made.
8. Cleanup and Dust Control. Throughout all phases of construction, including suspension of the Work, and until the final acceptance, the Contractor shall keep the Site clean and free from rubbish and debris. The Contractor shall also abate dust nuisance by cleaning, sweeping, and sprinkling with water, or other means as necessary. The use of water resulting in mud on public streets will not be permitted as a substitute for sweeping or other methods.

### 3-12.2 Air Pollution Control.

ADD the following:

1. Contractor shall carry out effective measures whenever and as often as necessary to prevent Contractor's operation from producing dust in amounts damaging to property, cultivated vegetation, domestic animals, or causing a nuisance to persons living or occupying buildings in the vicinity. Contractor shall be responsible for any damage resulting from any dust originating from Contractor's operations. The dust abatement measures shall be continued until Contractor is relieved of further responsibility by the Engineer.
2. Contractor shall adhere to Air Pollution Control District County of San Diego regulations for equipment used on the Job Site.

### 3-12.3 Noise Control.

ADD the following:

1. All internal combustion engines used in the Work shall be equipped with mufflers in good repair and are subject to the City Noise Control Ordinance, Carlsbad Municipal Code Chapter 8.48.

### 3-12.4 Storage of Equipment and Materials.

#### 3-12.4.1 General.

ADD the following:

1. Equipment and material storage shall be confined to areas approved by the Engineer. Disposal of all rubbish and surplus materials shall be at the Contractor's expense.
2. The Contractor shall order, purchase, transport, coordinate delivery, accept delivery, confirm the quantity and quality received, prepare storage area(s), store, handle, protect, move, relocate, remove and dispose excess of all materials used to accomplish the Work.
3. Materials shall be delivered to the Work Site only during Working Hours and shall be accompanied by bills of lading that shall clearly state for each delivery: the name of the Contractor as consignee, the Project name and number, address of delivery and name of consignor and a description of the material(s) shipped.
4. Prior to storage of any materials which have been shipped to or by the Contractor to any location within the City's boundaries the Contractor shall provide the Engineer a copy of lease agreements for each property where such materials are stored. The lease agreement shall clearly state the term of the lease, the description of materials allowed to be stored and shall provide for the removal of the materials and restoration of the storage site within the time allowed for the Work.
5. All such storage shall conform to all laws and ordinances that may pertain to the materials stored and to preparation of the storage site and the location of the site on which the materials are stored. Storage of hazardous wastes, construction equipment material, and parking and fueling of equipment shall not occur in biologically sensitive areas.
6. Loss, damage or deterioration of all stored materials shall be the Contractor's responsibility. Conformance to the requirements of this section, both within and outside the limits of work is a part of the Work. The Engineer shall have the right to verify the suitability of materials and their proper storage at any time during the Work.
7. The Contractor shall furnish and maintain in good condition all equipment and facilities as required for the proper execution and inspection of the Work. Such equipment and facilities shall meet all requirements of applicable ordinances and laws.
8. Restore the storage area to an equal or better condition as deemed necessary by the Engineer and at no additional cost to the Agency.
9. When required by the Engineer, the Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles at least once each Working Day for the purpose of keeping paved areas acceptably clean wherever construction, including restoration, is incomplete.
10. Materials and equipment shall be removed from the Site as soon as they are no longer necessary. Before the final inspection, the Site shall be cleared of equipment, unused materials, and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be included in the Contractor's Bid.
11. Care shall be taken to prevent spillage on haul routes. Any such spillage shall be removed immediately, and the area cleaned.
12. Excess excavation material from catch basins or similar structures shall be removed from the Site immediately. Sufficient material may remain for use as backfill if permitted by the Specifications. Forms and form lumber shall be removed from the Site as soon as practicable after stripping.

13. Failure of the Contractor to comply with the Engineer's cleanup orders may result in an order to suspend Work until the condition is corrected. No additional compensation will be allowed because of such suspension.
14. Cleanup and dust control required in the Contract shall also be executed on weekends and other non-Working Days when needed to preserve the health safety or welfare of the public. The Contractor shall conduct effective cleanup and dust control throughout the duration of the Contract. The Engineer may require increased levels of cleanup and dust control that, in his/her sole discretion, are necessary to preserve the health, safety and welfare of the public. Cleanup and dust control shall be considered incidental to the items of Work that they are associated with, and no additional payment will be made for them.
15. Vermin Control. At the time of acceptance, structures entirely constructed under the Contract shall be free of rodents, insects, vermin, and pests. Necessary extermination work shall be arranged and paid for by the Contractor as part of the Work within the Contract time and shall be performed by a licensed exterminator in accordance with requirements of governing authorities. The Contractor shall be liable for injury to persons or property and responsible for the elimination of offensive odors resulting from extermination operations.
16. Temporary Light, Power, and Water. The Contractor shall furnish, install, maintain, and remove all utility extension services of temporary light, power, and water at its own expense. These include piping, wiring, lamps, and other equipment necessary for the Work. The Contractor shall not draw water from any fire hydrant (except to extinguish a fire), without obtaining permission from the water agency concerned. The Contractor shall obtain a construction meter for water used for the construction, plant establishment, maintenance, cleanup, testing and all other work requiring water related to this Contract. The Contractor shall contact the appropriate water agency for requirements. The Contractor shall pay all costs of utility extension services for temporary light, power and water including hookup, service, meter and any, and all, other charges, deposits and/or fees for them. These costs shall be considered incidental to the items of Work that they are associated with, and no additional payment will be made for them.

#### 3-12.6.5 Payment.

DELETE in its entirety and SUBSTITUTE with the following:

1. Unless otherwise specified, payment for water pollution control, including implementation and maintenance of BMPs, shall be considered as included in the Contract Unit Price for each item in the Bid. ~~Payment for dewatering shall be as specified in the Special Provisions.~~

#### ADD 3-12.7 Vermin Control.

1. The Site and structures constructed under the Contract shall be kept free of rodents, insects, vermin, and pests. Necessary extermination work shall be arranged and paid for by the Contractor as part of the Work within the Contract time and shall be performed by a licensed exterminator in accordance with requirements of governing authorities. The Contractor shall be liable for injury to persons or property and responsible for the elimination of offensive odors resulting from extermination operations.

### 3-13 COMPLETION, ACCEPTANCE, AND WARRANTY

#### 3-13.1 Completion.

DELETE in its entirety and SUBSTITUTE with the following:

1. The Contractor shall comply with the following prior to requesting a Pre-Final inspection of the Work and filing of a written assertion that the Work has been completed:
  - a. Provide completed and signed redline drawings and record documents including installation, maintenance and operation instructions, manuals and/or tools for installed equipment.
  - b. Provide and properly label all keys for existing facilities or new permanent work.
  - c. Provide all items specified to be supplied as extra stock and spare parts. Wrap, seal, or place in a container all items as necessary to allow for storage by the Agency for future use. Verify the specified quantities.
  - d. Provide all final Special Inspection reports and certifications required by equipment manufacturers to demonstrate compliance with applicable codes and standards.
  - e. Remove temporary facilities from the Site.
  - f. Thoroughly clean the Site and remove all mark-outs ~~and construction staking.~~
2. The Construction Manager serving as the Project Inspector, will schedule the Pre-Final inspection within 5 Working Days of receipt of the Contractor's request. The Inspector will generate a list of deficiencies (Punchlist) within 5 Working Days after the Pre-Final inspection.
3. The Contractor shall have no more than 30 Working Days to correct the deficiencies and provide a written response to each Punchlist item. The Inspector will review the corrective work within 5 Working Days of receipt of the Contractor's written response to each Punchlist item. Any outstanding deficiencies will be considered incomplete Work and the Punchlist will be returned to Contractor. Full payment will not be made for any Bid item with outstanding deficiencies and a Final Inspection will not be scheduled until all deficiencies are completed to the satisfaction of the Inspector.
4. The Contractor shall submit a request for Final Inspection which shall include a written assertion that the Work has been completed in accordance with the Contract Documents and a written response describing the corrective Work completed for all punch list items identified in the Pre-Final inspection(s). The request for Final Inspection will not be considered without the Contractor's written response to the punch list items. The Inspector will schedule the Final Inspection within 10 Working Days of receipt of the Contractor's request and invitees will include the Construction Manager, Engineer and representatives from agencies or utility companies having jurisdiction over the Work. The Contractor's attendance is mandatory.
5. If, in the Engineer's judgment, the Work has been completed in accordance with the Contract Documents, the Engineer will set forth in writing the date the Work was completed. This will be the date when the Contractor is relieved from responsibility to protect and maintain the Work, and to which liquidated damages will be computed.

#### 3-13.2 Acceptance

DELETE in its entirety and SUBSTITUTE with the following:

1. Acceptance of the Work will occur after all the requirements of the Contract Documents have been fulfilled. If, in the Engineer's judgment, the Contractor has fully performed the Contract, the Engineer will recommend to the City Manager for the City of Carlsbad that the Contractor's performance of the Contract be accepted. Upon such certification by the Engineer, the City Manager or Executive Manager may accept the Work. Upon the acceptance of the Work by the City Manager or Executive Manager, a "Notice of Completion" will be filed in the office of the San Diego County Recorder. The date of recordation shall be the date of acceptance of the Work.

### 3-13.3 Warranty.

DELETE in its entirety and SUBSTITUTE with the following:

1. Contractor shall warranty and repair all defective materials and workmanship for a period of 2 years. This warranty period shall start on the date the Work was recorded by the "Notice of Completion" unless the Agency has beneficial use of the Project (excluding water, sewer, and storm drain projects). In addition, Contractor shall warranty the Work against all latent and patent defects for a period of 10 years.
2. The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of or as approved by the Engineer in writing.
3. All warranties, express or implied, from Subcontractors, manufacturers, or suppliers, of any tier, for the materials furnished and work performed shall be assigned, in writing, to the Agency, and shall be delivered to the Engineer prior to the acceptance of the Contractor's performance of the Contract.
4. Replace or repair defective materials and workmanship in a manner satisfactory to the Engineer after notice to do so from the Engineer and within the time specified in the notice. If Contractor fails to make such replacements or repairs within the time specified in the notice, the Agency may perform the replacement or repairs at Contractor's expense. If Contractor fails to reimburse the Agency for the actual costs, Contractor's Surety shall be liable for the cost.
5. If, during the warranty period, any item of the Work is found to be Defective Work, Contractor shall correct it promptly after receipt of written notice from the Agency to do so. The warranty period shall be extended with respect to portions of the Work corrected as part of the warranty requirements.

ADD 3-13.3.1 Defective Work.

1. If the Engineer finds any part of the Work, to be defective or not in compliance with the Contract Documents, the Contractor shall correct the Defective Work in accordance with the Engineer's written instructions and within the specified time limits.
2. The Engineer may order Contractor to stop all or part of the Project if, upon notice, Contractor fails to immediately correct the Defective Work in conformance with the Contract Documents. The Contractor bears all direct and indirect costs and damages that result from the Agency's Stop Work notice.



3. The Engineer may determine in its sole discretion to accept Defective Work instead of having the Contractor correct the Defective Work. However, the Contractor will still be financially responsible for the Defective Work. The Engineer shall issue a deductive Change Order and will incorporate the necessary revisions in the Contract Documents for the Defective Work, the diminished value to the Project, or for the cost to repair the Defective Work.
4. If the Contractor fails to correct Defective Work within the specified time limits, the Engineer may correct the Contractor's Defective Work. The Agency has the right to correct any Defective Work without notice in the event of an emergency. Contractor shall bear all direct and indirect costs of the Defective Work that the Agency corrects.
5. When undertaking remedial action under this section, the Agency may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's Work and or services, and incorporate into the Project all materials and equipment stored at the Site or for which the Agency has paid but Contractor has stored elsewhere.
6. For Building Projects which require a certificate of occupancy, not including sewer and water facilities, if the Contractor fails to correct the Defective Work listed on the Agency's Punchlist within 30 Working Days in accordance with 6-1.1, "Construction Schedule," the Contractor shall reimburse the Agency for all costs to provide inspection services required to monitor the Contractor's Work beyond the 30 Working Days. The Agency shall bill the Contractor for the additional inspection work as invoiced to the Agency..
7. If the Contractor completes the Project or portions of the Project prior to NOC, the Contractor shall preserve equipment by developing and implementing a preventive maintenance program in compliance with manufacturer's recommendations.

ADD 3-13.3.2 Warranty Format Requirements.

1. Written warranties, except manufacturer's standard printed warranties, shall be on the Contractor's and Contractor's agents', material suppliers', installers', or manufacturers' own letterhead, addressed to and for the Agency's benefit. Submit warranties in the format described in this section, modified as approved by Engineer to suit the conditions pertaining to the warranty.
2. The Contractor shall obtain warranties, executed in triplicate by responsible Subcontractors and Suppliers, within 10 Working Days after completion of the applicable item of Work. Except for items put into use with the Engineer's permission with date mutually agreed upon in writing, ensure that the beginning time of the warranty is the Project completion date.
3. The Contractor shall verify that the documents are in proper form, contain full information, and are notarized.
4. The Contractor shall verify that warranties are signed by both the Contractor and the appropriate party.
5. The Contractor shall provide warranties to the Engineer with a neatly typed table of contents, identifying each warranty with the number and title of the applicable specification section requiring the warranty and the name of the product or work item.
6. The Contractor shall separate each warranty with index tab sheets keyed to the table of contents listing. Provide complete information using separate typed sheets as necessary. The

information shall include a list of Subcontractors and Suppliers with the name, address, and telephone number of the responsible principals.

#### ADD 3-14 SITE ACTIVITIES BY THE AGENCY OR SEPARATE CONTRACTORS

##### 3-14.1 The Agency's Right to Award Separate Contracts.

1. The Agency reserves the right to perform work or operations outside the Scope of Work of the Contract related to the Project with Agency Forces, Separate Contractors, or both. If work to be performed by another party was not noted in the Contract, the Agency shall give written notice to Contractor 10 Working Days prior to the start of any Work. If Contractor determines that the work being performed by the Agency or others may interfere with or cause damage to Work being performed by Contractor, notify the Engineer in writing within 3 Working Days of the Engineer's notice.

##### 3-14.2 Integration of the Work with Separate Contractors.

1. When specified in the Contract Documents, prepare a plan to integrate the work performed by Separate Contractors, Agency Forces, or both with the performance of the Work and submit the plan to the Engineer for approval. The plan shall be fair and reasonable for Contractor and the Separate Contractors. Work with Separate Contractors to reach an agreement for the prepared plan. Arrange the performance of the work so that the Work and the work of the Separate Contractors are, to the extent applicable, properly integrated and jointed in a manner that avoids any damage to the Work or to the work of the Separate Contractors.

##### 3-14.3 Coordination.

1. Coordinate Contractor's activities and the Schedule with the activities and schedules of the Separate Contractors and make any revisions to the Schedule deemed necessary to avoid any disruption to the Work or to the work of the Separate Contractors.

##### 3-14.4 Use of Site.

1. Provide the Agency and the Separate Contractors reasonable opportunities for the storage of materials and equipment and performance of their work. Connect and coordinate work and operations with the work and operations of the Agency and the Separate Contractors as required by the Contract Documents.
2. Coordinate traffic control with the Separate Contractors for other projects and minimize the impact to the community. Prior to the start of construction, submit Contractor's plan for coordination.

##### 3-14.5 Deficiency in Work of Separate Contractors.

1. If part of Contractor's Work depends on proper execution or results upon construction or operations by the Agency or a Separate Contractor, prior to proceeding with that portion of the Work, promptly report to the Separate Contractor and the Engineer any apparent discrepancies or defects in construction that would render it unsuitable for proper execution and results. Use good faith efforts to resolve any such discrepancies or defects or any related

disagreements. Contractor's failure to report constitutes Contractor's acceptance of the Work of Separate Contractors as fit, proper, and coordinated with the Work.

#### 3-14.6 Payment.

1. Payment for reporting deficiencies, coordinating, and resolving discrepancies shall be included in the Contract Price.

#### ADD 3-15 PUBLIC CONVENIENCE

1. The Contractor shall provide and maintain safe and adequate pedestrian and vehicular access to fire hydrants; hospitals; police and fire stations; commercial and industrial establishments including churches, schools and parking lots; service stations; public transportation; pedestrian crossing; motels and establishments of similar nature. Access shall be continuous and unobstructed unless otherwise approved by the Engineer.
2. The Contractor shall provide access for emergency vehicles and mail delivery and trash collection services. The trash hauling schedule can be obtained by contacting Republic Services at [Customer Support | Republic Services](#).
3. Payment for public convenience shall be considered as included in the Contract Price for each item in the Bid and no additional payment will be made.

### SECTION 4 – CONTROL OF MATERIALS

#### 4-1 PROTECTION

ADD the following:

1. The Contractor shall repair or replace any equipment and materials in the event of vandalism, damage, or theft at no additional cost to the Agency.
2. The Contractor shall be responsible for the protection of public and private property adjacent to the Work and shall exercise due caution to avoid damage to such property.
3. All costs to the Contractor for protecting, removing, and restoring existing improvements shall be included in the Bid.
4. The Agency and affected utility companies have, by a search of known records, endeavored to locate and indicate on the Plans, all utilities which exist within the limits of the Work. However, the accuracy and/or completeness of the nature, size and/or location of utilities indicated on the Plans is not guaranteed.
5. The Contractor shall determine the location and depth of all utilities, including service connections, which have been marked by the respective owners and which may affect or be affected by its operations. If no pay item is provided in the Contract for this Work, full compensation for such Work shall be considered as included in the prices Bid for other items of Work.
6. The Contractor shall not interrupt the service function or disturb the support of any utility without authority from the owner or order from the Agency. All valves, switches, vaults, and meters shall be maintained readily accessible for emergency shutoff.
7. Where protection is required to ensure support of utilities located as shown on the Plans or in accordance with Section 5-1, the Contractor shall, unless otherwise provided, furnish, and place the necessary protection at its expense.

8. Upon learning of the existence and location of any utility omitted from or shown incorrectly on the Plans, the Contractor shall immediately notify the Engineer in writing. When authorized by the Engineer, support or protection of the utility will be paid for.
9. The Contractor shall immediately notify the Engineer and the utility owner if any utility is disturbed or damaged. The Contractor shall bear the costs of repair or replacement of any utility damaged if located.
10. When placing concrete around or contiguous to any non-metallic utility installation, the Contractor shall at its expense:
  - a. Furnish and install a 2-inch cushion of expansion joint material or other similar resilient material; or
  - b. Provide a sleeve or other opening which will result in a 2-inch minimum-clear annular space between the concrete and the utility; or
  - c. Provide other acceptable means to prevent embedment in or bonding to the concrete.
11. Where concrete is used for backfill or for structures which would result in embedment, or partial embedment, of a metallic utility installation; or where the coating, bedding or other cathodic protection system is exposed or damaged by the Contractor's operations, the Contractor shall notify the Engineer and arrange to secure the advice of the affected utility owner regarding the procedures required to maintain or restore the integrity of the system.
12. Unless otherwise specified, the Contractor shall remove all interfering portions of utilities shown on the Plans or indicated in the Bid documents as "abandoned" or "to be abandoned in place." Before starting removal operations, the Contractor shall ascertain from the Agency whether the abandonment is complete, and the costs involved in the removal and disposal shall be included in the Bid for the items of Work necessitating such removals.
13. When feasible, the owner is responsible for utilities within the area affected by the Work will complete their necessary installations, relocations, repairs, or replacements before commencement of Work by the Contractor. When the Plans or Specifications indicate that a utility installation is to be relocated, altered, or constructed by others, the Agency will conduct all negotiations with the owners and work will be done at no cost to the Contractor, except for manhole frame and cover sets to be brought to grade as provided in the Contract Documents. Utilities which are relocated to avoid interference shall be protected in their position and the cost of such protection shall be included in the Bid for the items of Work necessitating such relocation.
14. After award of the Contract, portions of utilities which are found to interfere with the Work will be relocated, altered, or reconstructed by the owners, or the Engineer may order changes in the Work to avoid interference. Such changes will be paid.
15. When the Plans or Specifications provide for the Contractor to alter, relocate, or reconstruct a utility, all costs for such Work shall be included in the Bid for the items of Work necessitating such Work. Temporary or permanent relocation or alteration of utilities requested by the Contractor for its convenience shall be its responsibility and it shall make all arrangements and bear all costs.
16. The utility owner will relocate service connections as necessary within the limits of the Work or within temporary construction or slope easements. When directed by the Engineer, the Contractor shall arrange for the relocation of service connections as necessary between the

meter and property line, or between a meter and the limits of temporary construction or slope easements. The relocation of such service connections will be paid and will include the restoration of all existing improvements which may be affected by the relocation. The Contractor may agree with the owner of any utility to disconnect and reconnect interfering service connections. The Agency will not be involved in any such agreement.

17. Contractor shall coordinate the Work with utility agencies and companies. Prior to the installation of any and all utility structures within the limits of work by any utility agency or company, or its contractor, the Contractor shall place all curb or curb and gutter that is a part of the Work and adjacent to the location where such utility structures are shown on the Plans and are noted as being located, relocated or are otherwise shown as installed by others. In order to minimize delays to the Contractor caused by the failure of other parties to relocate utilities that interfere with the construction, the Contractor, upon the Engineer's approval, may be permitted to temporarily omit the portion of Work affected by the utility. If such temporary omission is approved by the Engineer, the Contractor shall place survey or other physical control markers sufficient to locate the curb or curb and gutter to the satisfaction of the utility agency or company. Such temporary omission shall be for the Contractor's convenience and no additional compensation will be allowed therefore or for additional work, materials or delay associated with the temporary omission. The portion thus omitted shall be constructed by the Contractor immediately following the relocation of the utility involved unless otherwise directed by the Engineer.
18. The Contractor shall notify the Engineer of its Construction Schedule insofar as it affects the protection, removal, or relocation of utilities. The notification shall be included as a part of the Construction Schedule. The Contractor shall notify the Engineer in writing of any subsequent changes in the Construction Schedule which will affect the time available for protection, removal, or relocation of utilities.
19. The Contractor will not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, noted, and completed.
20. The Contractor may be given an extension of time for unforeseen delays attributable to unreasonably protracted interference by utilities in performing the Work correctly shown on the Plans.
21. The Agency will assume responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities within the area affected by the Work if such utilities are not identified in the Contract Documents. The Contractor will not be assessed liquidated damages for any delay caused by failure of Agency to provide for the timely removal, relocation, or protection of such existing facilities.
22. The Contractor will be compensated for damages incurred due to delays for which the Agency is responsible or for delays attributable to interferences, relocations, or alterations not covered by the Contract Documents. These damages for delay will be determined by the Engineer. The Agency shall not be liable for damages which could have been avoided by the judicious handling of forces, equipment, or plant. These avoidable damages will be determined by the Engineer. The Engineer may grant Contractor an extension of time for damages due to delay.

23. When necessary, the Contractor shall so conduct its operations as to permit access to the Work Site and provide time for utility work to be accomplished during the progress of the Work.

#### 4-2 INSPECTION

##### 4-2.1 General

ADD the following:

1. All costs of inspection at the source, including salaries and mileage costs, shall be paid by the Contractor.
2. Materials typically accepted by Certificate of Compliance shall not require inspection at the source unless specified in the Contract Documents. For a list of these items or materials, Contractor may refer to the Summary of Work.
3. Location changes to the source of materials requiring inspection without the required 24-hour notification may result in non-compliant material subject to rejection. Contractor shall be responsible for staff charges resulting from last minute changes or cancellations once staff has been deployed. The Engineer shall issue a deductive Field Order for a minimum of 2 hours of staff time to reimburse the Agency for misdirected staff charges. The Contractor shall be notified in writing of the additional staff charges incurred.
4. Agency staff or a qualified inspection agency approved by the Engineer shall witness all welding, lining, coating, and testing. Contractor shall incur additional inspection costs outlined in 4-2.3, "Inspection of Items Not Locally Produced."
5. All parts of production (including but not limited to product fabrication, welding, testing, lining, and coating of straight pieces and specials) shall be performed or produced in the United States.
6. Welding and all testing shall be performed by certified welders and testing staff with credentials traceable in the United States.
7. The Contractor shall provide the Engineer free and safe access to any and all parts of Work at any time. Such free and safe access shall include means of safe access and egress, ventilation, lighting, shoring, dewatering and all elements pertaining to the safety of persons as contained in the California Code of Regulations, Title 8, Industrial Relations, Chapter 4, Division of Industrial Safety, Subchapter 4, Construction Safety Orders and such other safety regulations as may apply. Contractor shall furnish Engineer with such information as may be necessary to keep the Engineer fully informed regarding progress and manner of work and character of materials. Inspection or testing of the whole or any portion of the Work or materials incorporated in the Work shall not relieve Contractor from any obligation to fulfill this Contract.

##### 4-2.3 Inspection of Items Not Locally Produced

ADD the following:

1. The Engineer may elect Agency staff or Consultants to perform inspection of an out-of-town manufacturers. The Contractor shall incur additional inspection costs of the Engineer including lodging, meals, and incidental expenses based on Federal Per Diem Rates, along

with travel and car rental expenses. If the manufacturing plant operates a double shift, a double shift shall be figured in the inspection costs.

- a. At the option of the Engineer, full time inspection shall continue for the length of the manufacturing period. If the manufacturing period will exceed 3 consecutive weeks, Contractor shall incur additional inspection expenses of the Engineer's supervisor for a trip of 2 Working Days to the site per month.
- b. When the Engineer elects Agency staff or Consultants to perform out-of-town inspections, the wages of staff employed by the Agency shall not be part of the additional inspection expenses paid by Contractor.
- c. Federal Per Diem Rates can be determined at the location below:  
<https://www.gsa.gov/portal/content/104877>

## 2. Specialty Testing of Foreign Materials.

- a. Materials that are manufactured, produced, or fabricated outside of the United States shall be delivered to a distribution point in California, unless otherwise specified. Quality Control and related testing shall be performed to all applicable specified US standards. Manufacturer's testing and staff certification shall be traceable to a United States regulatory agency. Retain the materials for a sufficient period of time to permit inspection, sampling, and testing. The Contractor shall not be entitled to an extension of time for acts or events occurring outside of, at point of entry, or during transport to the United States, unless the extension is acceptable to the Engineer.

### ADD 4-2.4 Specialty Inspection Paid for by the Contractor

1. Contractor shall employ and pay for the services of a qualified inspection agency to perform specialty inspection services as required by the Contract Documents.
2. The payment for the specialty inspection service Work shall be included under the Bid item for "Specialty Inspection Paid For By the Contractor."
3. When an Allowance Bid item for "Specialty Testing Under the Direction of the Engineer" is provided, Contractor shall employ and pay for the services of a qualified third party independent laboratory to perform the required testing. Contractor shall be reimbursed for the cost of testing under this Bid item.
4. Contractor shall be reimbursed for the cost of specialty inspections when an Allowance Bid item is included in the Bid otherwise the cost is the responsibility of the Contractor if the manufacturer requires a specialty inspection service.

### 4-3 TESTING

ADD the following:

1. Except as specified in these Special Provisions, the Agency will bear the cost of testing of locally produced materials and/or on-site workmanship where the results of such tests meet or exceed the requirements indicated in the Standard Specifications, Technical Specification, and any Supplemental Provisions. The cost of all other tests shall be borne by the Contractor.
2. At the option of the Engineer, the source of supply of each of the materials shall be approved by the Engineer before the delivery is started. All materials proposed for use may be inspected or tested at any time during their preparation and use. If, after incorporating such

materials into the Work, it is found that sources of supply that have been approved do not furnish a uniform product, or if the product from any source proves unacceptable at any time, the Contractor shall furnish approved material from other approved sources. If any product proves unacceptable after improper storage, handling or for any other reason it shall be rejected, not incorporated into the Work and shall be removed from the Project Site all at the Contractor's expense.

3. Compaction tests may be made by the Engineer and all costs for tests that meet or exceed the requirements of the specifications shall be borne by the Agency. The tests may be made at any place along the Work as deemed necessary by the Engineer. The costs of any retests made necessary by noncompliance with the specifications shall be borne by the Contractor.

#### 4-4 TRADE NAMES

ADD the following:

1. Whenever materials or equipment are indicated in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function, and quality required.
2. Unless stated otherwise, materials or equipment of other suppliers may be accepted if sufficient information is submitted to the Engineer for review to determine whether the material or equipment proposed is equivalent or equal to that named.
3. For reviews prior to Bid:
  - a. If the Engineer fails to respond to Contractor's substitution proposal before the Bid due date, the substitution proposal shall be deemed denied.
  - b. Contractor may bring forward a substitution proposal after Award that was denied based on the Engineer's failure to respond by submitting a Cost Reduction Proposal in accordance with 2-6.1, "Cost Reduction Proposal."
4. Include the following information in the request for substitution:
  - a. Whether or not acceptance of the substitute for use in the Work shall require a change in any of the Contract Documents to adopt the design to the proposed substitute.
  - b. Whether or not incorporation or use of the substitute in connection with the Work is subject to the payment of any license fee or royalty.
  - c. All variations of the proposed substitute from the items originally specified shall be identified.
  - d. Available maintenance, repair, and replacement service requirements. The manufacturer shall have a local service agency within 50 miles (80.5 km) of the Site which maintains properly trained personnel and adequate spare parts and is able to respond and complete repairs within 24 hours.
  - e. Certifications from the manufacturer or service provider that the proposed substitute shall perform the intended function adequately under the expected service conditions, achieve the results called for by the general design, and be similar and of equal substance to that indicated.
5. There is no guaranteed time frame for the Engineer's review of the substitution requests. Any lack of action on the Engineer's side within Contractor's requested time does not constitute acceptance of the substitution.



6. If, in the opinion of the Engineer, substitute items are determined to be unsatisfactory in performance, appearance, durability, compatibility with existing equipment or systems, availability of repair parts and suitability of application, the Contractor shall remove the substituted item and replace it with the originally specified item at no cost to the Agency.
7. The burden of proof as to the type, function, and quality of any such substitute product, material or equipment shall be upon Contractor. The Engineer may require at Contractor's expense additional data about the proposed substitute.
8. Acceptance by the Engineer of a substitute item does not relieve Contractor of the responsibility for full compliance with the Contract Documents. If the Engineer takes no exceptions to the proposed substitution, it shall not relieve Contractor from Contractor's responsibility to the efficiency, sufficiency, quality, and performance of the substitute material or equipment in the same manner and degree as the material and equipment specified by name.
9. The Bid submittal shall be based on the material and equipment specified by name in the Contract. If the proposal is rejected by the Engineer, Contractor shall not be entitled to either an extension in Contract Time, an increase in the Contract Price, or both.
10. As applicable, no Shop Drawing or Working Drawing submittals shall be made for a substitute item nor shall any substitute item be ordered, installed, or utilized without the Engineer's prior written approval.
11. The Contractor is responsible for the satisfactory performance of substituted items. If, in the sole opinion of the Engineer, the substitution is determined to be unsatisfactory in performance, appearance, durability, compatibility with associated items, availability of repair parts and suitability of application the Contractor shall remove the substituted item and replace it with the originally specified item at no cost to the Agency.

## SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

### 5-1 LAWS AND REGULATIONS

ADD the following:

1. The Contractor shall strictly adhere to the provisions of the Labor Code regarding minimum wages; the 8-hour day and 40-hour week; overtime; Saturday, Sunday, and holiday work; and prohibitions against discrimination, harassment, and retaliation. The Contractor shall forfeit to the Agency the penalties prescribed in the Labor Code for violations.
2. Each worker shall be paid subsistence and travel as required by the collective bargaining agreement on file with the State of California Department of Industrial Relations.
3. The Contractor's attention is directed to Labor Code Section 1776 which imposes responsibility upon the Contractor for the maintenance, certification, and availability for inspection of such records for all persons employed by the Contractor or Subcontractor in connection with the Project. The Contractor shall agree through the Contract to comply with this Section and the remaining provisions of the Labor Code.
4. Municipal ordinances that affect this Work include Chapter 11.06. Excavation and Grading. If this notice specifies locations or possible materials, such as borrow pits or gravel beds, for use in the proposed construction Project which would be subject to Fish and Game Code

Section 1601 or 1603, the conditions established in Fish and Game Code Section 1601 *et seq.* shall become conditions of the Contract.

#### 5-3.3 Payroll Records.

ADD the following:

1. If requested by the Agency, the Contractor and its Subcontractors shall maintain and furnish to the Agency, at a designated time, a certified copy of each weekly payroll reflecting the wages containing all of Contractor's and Subcontractors' employees engaged in the Work and a statement of compliance signed under penalty of perjury.

#### 5-3.4 Hours of Labor

ADD the following:

1. Unless otherwise approved in writing by the Engineer, the hours of work shall be between the hours of 7:00 AM and 5:00 PM on Mondays through Fridays, excluding Agency holidays. The Contractor shall obtain the written approval of the Engineer if the Contractor desires to work outside these hours or at any time during weekends and/or holidays. This written permission must be obtained at least 48 hours prior to such work. The Engineer may approve work outside the stated hours and/or days when, in his/her sole opinion, such work conducted by the Contractor is beneficial to the best interests of the Agency. The Contractor shall pay the inspection costs of such work.
2. The Contractor shall incorporate the dates, areas and types of work prohibited in this section in the Construction Schedule. No additional payment, adjustment of bid prices or adjustment of contract time of completion will be allowed as a consequence of the prohibition of work being performed within the dates, areas and/or types of work prohibited in this section.

#### 5-4 INSURANCE

##### 5-4.1 General.

ADD the following:

1. 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 by the Contractor, his or her agents, representatives, employees or Subcontractors. The insurance shall meet the City's policy for insurance as stated in City Council Policy No. 70.
  - a. **Coverages and Limits:** Contractor shall maintain the types of coverages and minimum limits specified in these Agency Supplemental General Provisions (00 73 00):
    - i. **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.

- ii. **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.
  - iii. **Workers' Compensation and Employers' Liability Insurance:** Workers' compensation limits as required by the Labor Code 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 Contract with the exception of Workers' Compensation and Business Automobile Liability Insurance contain, or are endorsed to contain, the following provisions.
  - i. The Agency, its officials, employees and volunteers must 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 Agency, its officials, employees or volunteers. All additional insured endorsements must be evidenced using separate documents attached to the certificate of insurance; 1 for each company affording general liability, and employers' liability coverage.
  - ii. The Contractor's insurance coverage shall be primary insurance as respects the Agency, its officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
  - iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officials, employees or volunteers.
  - iv. 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 Contract shall be endorsed to state that coverage shall not be nonrenewed, suspended, voided, canceled, or reduced in coverage or limits except after 10 Calendar Days' prior written notice has been sent to the Agency 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 Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention levels as respects the Agency, 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 Contract shall contain a waiver of all rights of subrogation the insurer may have or may acquire against the Agency 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 in these Agency Supplemental General Provisions (00 73 00).
- g. **Acceptability of Insurers.** Insurance must 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 No. 70.
- h. **Verification of Coverage.** Contractor shall furnish the Agency 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 Agency and are to be received and approved by the Agency before the Contract is executed by the Agency.
- i. **Coverage and Limits.** Contractor will maintain the types of coverage and minimum limits indicated below unless the Risk Manager or City Manager or Executive Manager approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Contract. Agency, its officers, agents, and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Contract 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 Agency as an additional insured.
- j. **Cost of Insurance.** The Cost of all insurance required under this Contract shall be included in the Contractor's Bid.

5-6 PATENTS FEES AND ROYALTIES.

DELETE in its entirety and SUBSTITUTE with the following:

1. Contractor shall pay, at no additional cost to the Agency, all applicable royalties and license fees arising from the Work. Contractor shall indemnify and defend all claims and lawsuits for infringement of patent, trademark, and copyright against the Agency and shall hold the Agency harmless from any loss.

5-7 SAFETY

5-7.1.1 General.

ADD the following:

- ~~1. When conducting grading or excavation, place Contractor's name and emergency telephone number adjacent to the Work at intervals and locations approved by the Engineer. The method of posting shall be approved by the Engineer.~~
2. The Contractor shall respond and initiate corrective action in accordance with OSHA and within 24 hours of the notice of the nonconforming Work that poses an imminent threat to person or property.
3. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of workers and public, and shall use danger signs warning against hazards created by such features of construction as protruding nails, hoists, well holes, and falling materials.

ADD: 5-7.1.3 Health and Safety Plan (HSP).

1. The Contractor is ultimately responsible for the health and safety of Contractor's employees. These specifications shall not be construed to limit Contractor's liability nor to assume that the Agency, its employees, or designees shall assume any of Contractor's liability associated with Site safety considerations.
2. Contractor shall have a HSP in effect at least 1 week prior to the commencement of the Work. The HSP shall comply with all OSHA and other applicable requirements.
3. The HSP shall specifically address procedures and protocols that shall be followed to monitor for or respond to the presence of hazardous atmosphere, possibility for engulfment, gasses due to organic soils or proximity to landfills, exposure to hazardous products such as may be released when grinding, cutting, or torching galvanized or painted surfaces or asbestos containing materials, contaminated soil, and groundwater. Identify response actions that shall be taken when these conditions are encountered.
4. The Agency shall not assume any role in determining the adequacy of the HSP on Contractor's behalf.

5-7.7 Security and Protective Devices. Not Used

5-7.7.1 General.

DELETE in its entirety and SUBSTITUTE with the following:

1. Security and protective devices shall consist of fencing, railing, steel plates, or other devices for the protection of workers or the public from hazards posed by open excavations or any work in progress. Security and protective devices shall remain in place until the Work is accepted.
2. Unless otherwise specified, no separate or additional payment will be made for security and protective devices. Payment shall be included in the Contract price for the various Bid items requiring such devices.

ADD 5-8 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

1. Contractor agrees to defend, indemnify, and hold harmless Agency, its affiliated and subsidiary entities, and its elected and appointed officials, officers, directors, managers, employees and agents (“Indemnified Parties”) from and against all claims asserted, liability established, or judgments for damages or injuries to any person or property, including to Contractor’s officers, employees, agents, or subcontractors, arising directly or indirectly out of the Work, which arise from, are connected with, or are caused or claimed to be caused by the acts or omissions of Contractor, its officers, employees, agents or subcontractors. Contractor’s duty to defend, indemnify, and hold harmless shall not include any claims or liabilities arising from the sole negligence or sole willful misconduct of the Indemnified Parties. Contractor further agrees that its duty to defend includes all attorney fees and costs associated with enforcement of this indemnification provision, defense of any claims arising from this Contract, and, where a conflict of interest exists or may exist between Contractor and Agency, the reasonable value of attorney fees and costs if Agency chooses, at its own election, to conduct its own defense or participate in its own defense of any claim related to this Contract.
2. Contractor shall also defend and indemnify the Indemnified Parties against any challenges to the Award of the Contract to Contractor, and Contractor will pay all costs, including defense costs for the Agency. Defense costs include the cost of separate counsel for the Indemnified Parties, if the Indemnified Parties request separate counsel.
3. Contractor shall also defend and indemnify the Indemnified Parties 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 Agency. Defense costs include the cost of separate counsel for the Indemnified Parties, if the Indemnified Parties request separate counsel.
4. Contractor shall defend, indemnify, protect and hold the Indemnified Parties harmless from and against any dispute between Contractor and Contractor’s Subcontractors if the Indemnified Parties are made a party to any judicial or administrative proceeding.

ADD 5-9 CONFLICT OF INTEREST

1. Establish and make known to Contractor’s employees appropriate safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others and particularly those with whom they have family, business, or other relationships. Project personnel shall not accept gratuities or any other favors from Subcontractors or potential Subcontractors.
2. Contractor is subject to all federal, state, and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices (Government Code Sections 1090 *et. seq.* and 81000 *et. seq.*, the Agency’s Ordinances, and the City of Carlsbad Municipal Code). If, in performing the Work, Contractor makes or participates in a “governmental decision” in accordance with Title 2, Section 18701, subdivision (a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for Agency that would otherwise be performed by an Agency employee holding a position specified in the Agency’s conflict of interest code, Contractor shall be subject to a conflict of interest code

requiring the completion of 1 or more statements of economic interests disclosing Contractor's relevant financial interests.

3. Statements of economic interests shall be made on Fair Political Practices Commission Form 700 and filed with the City of Carlsbad's City Clerk. Contractor shall file a Form 700 (Assuming Office Statement) within 30 Calendar Days of the Agency's written determination that Contractor shall be subject to a conflict of interest code and file a Form 700 (Annual Statement) on or before April 1st disclosing any financial interests held during the previous calendar year for which Contractor was subject to a conflict of interest code.
4. If the Agency requires Contractor to file a statement of economic interests as a result of the Work performed, Contractor shall be considered an "Agency Official" for conflict of interest purposes, including the prohibition against lobbying the Agency for 1 year following the expiration or termination of the Contract.
5. Contractor's personnel employed on the Project shall not accept gratuities or any other favors from any Subcontractors or potential Subcontractors. Contractor shall not recommend or specify any product, supplier, or other Contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.
6. If Contractor violates any conflict of interest laws or any of these conflict of interest provisions, the violation shall be grounds for immediate termination of this Contract. Further, the violation subjects Contractor to liability to the Agency for all damages sustained as a result of the violation.

#### ADD 5-10 ELECTRONIC COMMUNICATION

1. When specified in the Contract Documents, Contractor shall post all communications addressed to the Engineer concerning construction including RFIs, submittals, daily logs, and transmittals to the Project management website established for the Project. The Contractor shall maintain a list of scheduled activities including planned and actual execution dates for all major construction activities and milestones defined in the approved Schedule. The Contractor shall review and act on all communications addressed to the Contractor in the Project management website. A user's guide to the Project management system may be available on the City's website and shall be provided to Contractor at the Pre-construction Meeting.
2. The payment for electronic communications shall be included in the Contract Price.

#### ADD 5-11 STATUTORY REFERENCES

1. All references in these Agency Supplemental General Provisions (00 73 00) to any statute, rule or regulation are to the statute, rule or regulation as amended, modified, supplemented, or replaced from time to time by the corresponding legislative or regulatory body.

### SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

#### 6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

ADD the following:

1. Payment for the initial creation and monthly maintenance of the Construction Schedule shall be included in the Contract Price and no separate payment will be made, therefore. The approval of each monthly payment application will be made following the Engineer's approval of the updated monthly schedule update for that month. Such approval shall require that necessary edits from previous monthly schedules are corrected.

## 6-2 PROSECUTION OF WORK

ADD the following:

1. As soon as possible under the provisions of the Contract, the Contractor shall start the Work.
2. When a Subcontractor fails to prosecute a portion of the Work in a manner satisfactory to the Agency, Contractor shall remove such Subcontractor immediately upon written request of the Agency and shall request approval of a replacement Subcontractor to perform the Work in accordance with the Subletting and Subcontracting Fair Practices Act (Pub. Contract Code, § 4100 *et seq.*) at no added cost to the Agency.

### ADD 6-2.1 Order of Work.

1. The Contractor shall incorporate the requirements of the city, utility companies or agencies having jurisdiction over the Work in accordance with 2-4 Cooperation and Collateral Work, including any phasing requirements identified on the Plans or Special Provisions.
2. For construction and demolition operations within an actively public space (such as on north side or south side of building), the Contractor shall submit a phasing plan to the Engineer to accommodate accessibility to the public and Agency staff. Phasing plan must be approved before Work starts. Phasing plan will be considered part of the mobilization Bid item and shall include any revisions or implementation of the Plan.

### ADD 6-2.2 Moratoriums.

1. When moratorium periods are specified in the Special Provisions, Contractor shall stop Work and completely demobilize all construction related activity, equipment, and materials within the stated limits prior to the beginning of the moratorium periods at no additional cost to the Agency. The Contractor shall complete any Work that has been started prior to the start of the moratorium.
2. Contractor shall restore and clean the Site prior to each moratorium. The Contractor shall not leave equipment, materials, or traffic control on the Site during the moratorium periods. Trenches shall be backfilled during moratorium periods. Temporary resurfacing or steel plate covers over trenches shall not be used.
3. The payment for complying with moratorium requirements shall be included in the Contract Bid. Contractor shall not be entitled to any additional costs for repeated mobilization and demobilization to continue the Work after the moratorium periods.

## 6-3 TIME OF COMPLETION

### 6-3.1 General.

ADD the following:



1. Unless otherwise specified in the Contract, the time of completion of the Contract shall be expressed in Working Days.
2. The number of Working Days specified for the walk-through, preparation, and the completion of Punchlist items until acceptance shall be included in the stipulated Contract Time.
3. The Contractor shall obtain the written approval of the Engineer to perform any Work outside of normal Work hours. This approval must be obtained at least 48 hours prior to commencement of such Work. The Contractor shall pay any additional costs for inspection or testing of such Work.
4. The Contractor shall not perform Work during moratoriums per 6-2.2 or during any periods of restriction identified in agency permits or Project environmental documents and shall include all such schedule constraints in the Construction Schedule.
5. No additional payment or adjustment of Bid item prices or adjustment of Contract Time will be made for the Contractor's inability to work outside of normal Work hours if Contractor's request is denied by the Engineer or during prohibited periods.

#### 6-4 DELAYS AND EXTENSIONS OF TIME

##### 6-4.1 General.

ADD the following:

1. The Agency shall only grant an extension of time if the Extra Work or unforeseen condition impacts the Project's critical path. All requests for an extension in Contract Time for any Extra Work or unforeseen event shall be demonstrated by using the CPM Schedule. No other scheduling method shall be used to calculate the Project's schedule.

##### 6-4.2 Extensions of Time.

DELETE in its entirety and SUBSTITUTE with the following:

1. The Contract Time shall be modified only by Change Order.
2. Contractor shall immediately submit to the Agency a written request for a Change Order to modify the Contract Time, but in no event later than 1 Working Day after the occurrence and discovery of the events giving rise to the request. Contractor shall include in Contractor's request a general description of the basis for and the estimated length of any extension and submit supporting data, including a time impact analysis setting forth the claimed Critical Path impacts to the Construction Schedule consistent with Section 1.14 (Change Orders, Delays, and Extensions of Time).
3. The Engineer shall not grant an extension of Contract Time unless Contractor demonstrates, through an analysis of the critical path, the following:
  - a. The event causing the delay impacted the activities along the Project's critical path.
  - b. The increases in the time to perform all or part of the Project beyond the Contract Time arose from unforeseeable causes beyond Contractor's control and without Contractor's fault or negligence.
  - c. All Project float has been used.
4. The Construction Manager shall document the CPM justified Contract Time extension. If Contractor does not agree with this document, Contractor shall submit to the Engineer for

review a written protest supporting Contractor's objections to the document within 15 Working Days after receipt of the weekly document. Contractor's failure to file a timely protest shall constitute Contractor's acceptance of the Construction Manager's CPM justified extension document.

- a. Contractor's protest will be considered a claim for time extension and shall be subject to 2-10.1, "Claims."

#### 6-4.4 Written Notice and Report.

DELETE in its entirety and SUBSTITUTE with the following:

1. Contractor's failure to file with the Engineer a written request and report of cause within 24 hours will be considered grounds for refusal by the Agency to consider such request.
2. The Contractor shall provide written notice to the Engineer within 2 hours after the beginning of the delay, or when the Contractor has placed any workers or equipment on standby for any reason that the Contractor has determined to be caused by the Agency or by any organization that the Agency may otherwise be obligated by. The Contractor shall provide continuing daily written notice to the Engineer, each Working Day, throughout the duration of such period of delay. The initial and continuing written notices shall include the classification of each worker and supervisor and the make and model of all equipment placed on standby, the cumulative duration of the standby, the Contractor's opinion of the cause of the delay and a cogent explanation of why the Contractor could not avoid the delay by reasonable means. Should the Contractor fail to provide the notice(s) required by this section the Contractor agrees that no delay has occurred and that it will not submit any claim(s) therefore.
3. The request for payment or extension must be made at least 15 Calendar Days prior to the specified completion date. Failure by the Contractor to provide notices and reports as specified in the Contract will be considered grounds for refusal by the Agency to consider such request.

#### 6-7 TERMINATION OF THE CONTRACT FOR DEFAULT

##### 6-7.1 General.

DELETE in its entirety and SUBSTITUTE with the following:

1. Prior to the Acceptance of the Work, Contractor shall be found in default of the Contract if:
  - a. Contractor becomes insolvent, assign Contractor's assets for the benefit of Contractor's creditors, are unable to pay Contractor's debts as they become due, or are otherwise financially unable to complete the Work.
  - b. Contractor abandons the Work by failing to report to the Site and by failing to diligently execute the Work to completion.
  - c. Contractor disregards written instruction from the Engineer or materially violates provisions of the Contract Documents.
  - d. Contractor fails to execute the Work according to the Schedule approved by the Engineer.
  - e. Contractor disregards laws or regulations of any public body having jurisdiction.

- f. Contractor commits continuous or repeated violations of regulatory or statutory safety requirements.

#### 6-8 TERMINATION OF THE CONTRACT FOR CONVENIENCE.

DELETE in its entirety and SUBSTITUTE with the following:

1. At any time, the Agency may at its sole discretion terminate this Contract in whole or in part. If the Agency decides to terminate this Contract for convenience, the Agency shall issue a written notice of termination for convenience. Upon receipt of this notice, Contractor shall immediately proceed as follows:
  - a. Stop Work immediately or in accordance with the Notice of Termination.
  - b. Notify Subcontractors and Suppliers to immediately cease their Work and place no further subcontracts for materials, services, or facilities except as necessary to complete any authorized continued portion of the Contract.
  - c. Terminate all subcontracts to the extent that they relate to the Work terminated.
  - d. With approval by the Engineer, settle all outstanding obligations arising from the termination of subcontracts. This approval shall be final for the purposes of this section.
  - e. As directed by the Engineer, transfer and deliver completed or partially completed drawings, plans, calculations, specifications, and any other documents and records that, if the Contract had been completed, would be required to be furnished to the Agency.
  - f. Complete the performance of the Work not terminated.
  - g. Take all necessary steps and actions to minimize all costs to the Agency as a result of the termination.
  - h. Take any action that may be necessary or that the Engineer may direct for the protection and preservation of the property related to the Contract that is in Contractor's possession and in which the Agency has or may acquire an interest.

##### 6-8.1 Termination Cost.

1. The Agency shall determine and pay Contractor the fair and reasonable amounts for Contractor's termination cost as follows:
  - a. The Contract Price for completed services accepted by the Engineer not previously paid or adjusted for any saving of freight and other charges.
  - b. The fair and reasonable cost of settling and paying termination settlements for terminated subcontracts that are chargeable to the terminated portion of the Contract.
  - c. The Agency shall pay Contractor a prorated amount of profit for Work that Contractor performed. The Agency shall not pay for lost profit on Work that was not performed by Contractor.

##### 6-8.2 Termination Settlement.

1. After termination, Contractor shall submit a final termination settlement proposal to the Engineer no later than 3 months from the effective date of termination, unless extended in writing by the Engineer.

2. If Contractor fails to submit the proposal within the time allowed, the Agency may determine and pay the fair and reasonable amount that may be due Contractor as a result of the termination. If Contractor does not agree that the amount determined by the Engineer is fair and reasonable, Contractor must notify the Engineer within 30 Calendar Days of receipt of payment.

#### 6-8.3 Determination of Amount Due the Contractor.

1. In determining the amount due Contractor, the Agency shall deduct the following:
  - a. The fair value of property destroyed, lost, stolen, or damaged that has become undeliverable to the Agency.
  - b. Any claim which the Agency has against Contractor under the Contract.

#### 6-8.4 Records and Documents Relating to Termination.

1. The Engineer will file an Agreement of Mutual Rescission of Contract with the Board. Once the Agreement is executed and a Notice of Completion is recorded, retention can be released.
2. Unless otherwise specified or required by statute, Contractor shall maintain all records and documents relating to the terminated portion of the Contract for 3 years after final settlement. This includes all books and other evidence bearing on Contractor's costs, expenses, and settlement under the Contract. Contractor shall make these records and documents available to the Agency, at Contractor's office, at all reasonable times, without any direct charge. If approved by the Engineer, Contractor may maintain photographs, microphotographs, and other authentic reproductions instead of original records and documents.

#### 6-8.5 The Agency's Right to Terminate or Suspend for Loss of Project Funds.

1. The Agency may terminate or suspend the Contract at its sole discretion if the State of California or its agents render the funds being used to fund this Project unavailable. If the Agency chooses to suspend the Contract, that suspension shall last until funds are identified and approved by the Board, whichever is appropriate, to be used to complete this Project. If the Agency elects under this provision to terminate the Contract, then neither Party is entitled to compensation from the other Party for any costs arising from such termination. The Agency may also elect to terminate after invoking a suspension under this provision.

#### 6-9 LIQUIDATED DAMAGES

DELETE in its entirety and SUBSTITUTE with the following:

1. Contractor's failure to complete the Work within the time allowed shall result in damages being sustained by the Agency. Such damages are, and shall continue to be, impracticable and extremely difficult to determine. For each consecutive Working Day in excess of the time specified for the completion of the Work, as adjusted in accordance with 6-4, "DELAYS AND EXTENSIONS OF TIME," Contractor shall pay to the Agency, or have withheld from monies due it, the sum described in the table below, along with any other damages that may be sustained by the Agency during the Project, unless otherwise specified in the Special Provisions.

2. The execution of the Contract shall constitute agreement between Contractor and the Agency that the liquidated damage amount described in the table below is the value of the damage caused by Contractor's failure to complete the Work within the allotted time. Such sum shall not be construed as a penalty and may be deducted from Contractor's payments if such delay occurs.

Contract Value	Liquidated Damage Daily Amount
Less than \$100,000	\$1,000
\$100,000 and more	\$2,500

3. Any progress payments made to Contractor after the specified completion date shall not constitute a waiver of payment for damages sustained by the Agency under this section.

ADD 6-10 RIGHT TO AUDIT

6-10.1 General.

1. The Agency retains the right to review, audit, reasonably access Contractor's and all Contractor's Subcontractor's premises to review and audit Contractor's compliance with the provisions of the Contract. This includes the right to inspect, photocopy, and retain copies, outside of Contractor's premises, of all records with appropriate safeguards if such retention is deemed necessary by the Agency in its sole discretion. The Agency will keep this information in strictest confidence.
2. Contractor shall include the Agency's right to audit in its subcontracts and ensure that these specifications are binding upon all Subcontractors.

6-10.2 Audit.

1. The right to audit includes the right to examine any and all books, records, documents, and any other evidence of procedures and practices that the Agency determines is necessary to discover and verify that Contractor are in compliance with all requirements under the Contract.
2. If there is a claim for additional compensation or for changes in Work, the right to audit also includes the right to verify all direct and indirect costs which are claimed to have been incurred, anticipated to be incurred, or for which a claim for additional compensation or for changes in the Work have been submitted.
3. Contractor shall maintain complete and accurate records in accordance with generally accepted accounting practices in the construction industry. Contractor shall also make available to the Engineer for review and audit all Project-related accounting records and documents and any other financial data. Upon the Engineer's request, Contractor shall submit exact duplicates of originals of all requested records to the Engineer.

6-10.3 Compliance Required Before Mediation and Litigation.

1. As a condition precedent to proceeding with mandatory mediation and further litigation under 2-10.2, "Dispute Resolution Process" Contractor shall comply with the audit specifications within 60 Calendar Days of the Engineer's notice to review and audit compliance.

#### 6-10.4 Access to Records on Federally Funded Projects.

1. Contractor shall retain all records, books, papers, and documents directly pertinent to the Contract for a minimum of 5 years after the Agency makes final payments and all other pending matters are closed and shall allow access to those records to the Agency, the Federal grantor agency, the Comptroller General of the United States, or any duly authorized representatives.

### SECTION 7 – MEASUREMENT AND PAYMENT

#### 7-2 LUMP SUM WORK

##### ADD 7-2.1 Schedule of Values (SOV).

1. Submit a SOV for the lump sum Bid items of the Work to the Engineer for review and approval at the pre-construction meeting. The total value for the work described in the contract documents shall be shown in the SOV with category totals reflective of those values presented in Section 00 41 00 BID FORM, Bid Schedule A ~~(and B if provided)~~ in the contract.
2. The SOV shall:
  - a) Subdivide the Work into its respective parts.
  - b) Include values for all items comprising the Work.
3. The Engineer is the sole judge of acceptable numbers, details, and description of values established. If, in the opinion of the Engineer, a greater number of SOV items than proposed by Contractor is necessary, add the additional items identified by the Engineer. When requested by the Engineer, provide substantiating data in support of the SOV.
4. The Contractor shall develop the SOV independently but simultaneously with the development of the Schedule activities and logic. Incorporate phase funding impacts, if applicable, into the Schedule.
5. The Contractor shall break down the Work not specifically included in the Bid as necessary for establishment of cost and Schedule activity.
6. The Contractor shall update and submit these listings in conjunction with the monthly Schedule update submittals.
7. The Contractor shall incorporate issued Change Orders or Field Orders in the Schedule into the SOV as single units identified by the Change Order or Field Order number.
8. Changes to the Schedule which add activities not included in the original Schedule but included in the original Work (schedule omissions) shall have values assigned as accepted by the Engineer. Other activity values shall be reduced to provide equal value adjustment increases for added activities as accepted by the Engineer.
9. In the event that the Contractor and the Engineer agree to make adjustments to the original SOV because of inequities discovered in the original accepted SOV, increases and equal decreases to values for activities may be made.
10. The payment for the preparation of the SOV shall be included in the Contract Price.

#### 7-3 PAYMENT

##### 7-3.1 General.

To paragraph (8), DELETE in its entirety and SUBSTITUTE with the following:

If, within the time fixed by law, a properly executed notice to stop payment is filed with the Agency, due to the Contractor's failure to pay for labor or materials used in the Work, all money plus 25 percent due for such labor or materials will be withheld from payment in accordance with applicable laws. At the expiration of 30 Calendar Days from the date of recording the NOC, the amount deducted from the final estimate and retained by the Agency shall be paid to Contractor except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment.

ADD the following:

1. Unless specified otherwise, the Contract Price includes use, consumer, and other taxes mandated by applicable legal requirements. The Contract Price is not subject to adjustment for tax increases.
2. As provided in California Public Contract Code Section 7105, if the Contract is not financed by revenue bonds, Contractor is not responsible for the cost of repairing or restoring damage to the Project when damage was proximately caused by an Act of God, in excess of 5% of the Contract Price, if the following occur:
  - a. The damaged portion of the Project was built in accordance with the Contract requirements.
  - b. There are no insurance requirements in the Contract for the damages.
3. Guarantee periods shall not be affected by any payment but shall commence on the date of recordation of the Notice of Completion.

#### 7-3.2 Partial and Final Payment.

To paragraph (5), DELETE in its entirety and SUBSTITUTE with the following:

Pursuant to Public Contract Code Section 22300, Contractor shall have the option, at Contractor's expense, to substitute for any money withheld by the Agency, securities equivalent to the amount being withheld. Securities eligible for such substitution are bank or savings and loans certificates of deposit or such securities which are eligible for investment pursuant to Government Code Section 16430. As to any such security or securities so substituted for monies withheld, Contractor shall be the beneficial owner of same and shall receive any accrued interest. Such security shall, at Contractor's request and expense, be deposited with the Agency or with a State or Federally Chartered bank as the escrow agent who shall pay such monies to Contractor upon notification by the Engineer that payment can be made. Such notification shall be given at the expiration of 30 Calendar Days from the date of NOC, or as prescribed by law, provided however, that there shall be a continued retention of the necessary securities to cover such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be authorized by the Contract to be further retained.

ADD the following:

1. After final inspection, the Engineer will make a Final Payment Estimate and process a corresponding payment. This estimate will be in writing and shall be for the total amount owed the Contractor as determined by the Engineer and shall be itemized by the Contract Bid

item and Change Order item with quantities and payment amounts and shall show all deductions made or to be made for prior payments and amounts to be deducted under provisions of the Contract. All prior estimates and progress payments shall be subject to correction in the Final Payment Estimate.

The Contractor shall have 30 Calendar Days from receipt of the Final Payment Estimate to make a written statement disputing any Bid item or Change Order item quantity or payment amount. The Contractor shall provide all documentation at the time of submitting the statement supporting its position. Should the Contractor fail to submit the statement and supporting documentation within the time specified, the Contractor acknowledges that full and final payment has been made for all Contract Bid items and Change Order items.

If the Contractor submits a written statement with supporting documents within 30 Calendar Days from receipt of the Final Payment Estimate, the Engineer will review the disputed item within 30 Calendar Days and make any appropriate adjustments on the Final Payment. Remaining disputed quantities or amounts not approved by the Engineer will be subject to resolution as specified in Section 2-10.1.1, Initiation of Claim.

The written statement filed by the Contractor shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of the disputed items. The Engineer will consider the merits of the Contractor's claims. It will be the responsibility of the Contractor to furnish within a reasonable time such further information and details as may be required by the Engineer to determine the facts or contentions involved in its claims. Failure to submit such information and details will be sufficient cause for denying payment for the disputed items.

2. Final Payment and release of Retention shall be paid after Contractor submits the following:
  - a. An affidavit that payrolls and bills for materials, equipment, and other indebtedness connected with the Work for which the Agency or the Agency's property might be responsible for or encumbered by. Fewer amounts withheld by the Agency shall have been paid for or otherwise satisfied.
  - b. A certificate evidencing that insurances required by the Contract Documents shall remain in force after Final Payment is currently in effect and shall not be canceled or allowed to expire until at least a 30 Calendar Days prior written notice has been given to the Engineer.
  - c. Consent of Surety to Final Payment.
  - d. If required by the Engineer, other data establishing payment or satisfaction of obligations such as receipts, releases and waivers of liens, claims, and security interests or encumbrances arising out of the Contract Documents. If a Subcontractor refuses to furnish a release or waiver required by the Agency, Contractor may furnish a bond satisfactory to the Engineer to indemnify the Agency against such lien.
  - e. If required in the Contract Documents, the successful completion and submittal of the required reports such as construction demolition, waste recycling, and hydrostatic discharge reports.



- f. Required documentation, record drawings, operations manuals, test reports, warranty documentation, and UL labels shall be submitted before requesting the release of retention.

ADD 7-3.2.1 Application for Progress Payment.

1. Using Application for Payment Form provided by Engineer, and by the 5th day of each month, sign, fill out, and submit to the Engineer a partial payment estimate that identifies acceptable Work performed during the previous month, or since the last partial payment estimate was submitted. If requested by the Construction Manager, provide such additional data as may be required to support the payment estimate. Such data may include submission of signed field orders and satisfactory evidence of payment for equipment, materials, and labor, including payments to Subcontractors and Suppliers.
2. Monthly schedule updates must be submitted for Engineer's approval on monthly basis also and payment application approval will be contingent on schedule update approval.
3. Each month, the Engineer will make an approximate measurement of the Work performed to the closure date as basis for making monthly progress payments. The estimated value will be based on completed Contract and Change Order Work. Progress payments shall be made no later than 30 Calendar Days after the closure date. Five Working Days following the closure date, the Engineer shall complete the detailed progress pay estimate and submit it to the Contractor for the Contractor's review. Should the Contractor assert that additional payment is due, the Contractor shall within 10 Calendar Days of receipt of the progress estimate, submit adequate justification supporting the amount of supplemental payment request to the Engineer. Upon receipt of the supplemental payment request, the Engineer shall, as soon as practicable after receipt, determine whether the supplemental payment request is a proper payment request. If the Engineer determines that the supplemental payment request is not proper, then the request shall be returned to the Contractor as soon as practicable, but not later than 7 Calendar Days after receipt. The returned request shall be accompanied by a document setting forth in writing the reasons why the supplemental payment request was not proper. Consistent with Public Contract Code Section 20104.50, the Agency shall make payments within 30 Calendar Days after receipt of an undisputed and properly submitted supplemental payment request from the Contractor. If payment of the undisputed supplemental payment request is not made within 30 Calendar Days after receipt by the Engineer, then the Agency shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of Code of Civil Procedure Code Section 685.010.
4. After final inspection, the Engineer will make a Final Payment Estimate and process a corresponding payment. This estimate will be in writing and shall be for the total amount owed the Contractor as determined by the Engineer and shall be itemized by the Contract Bid item and Change Order item with quantities and payment amounts and shall show all deductions made or to be made for prior payments and amounts to be deducted under provisions of the Contract. All prior estimates and progress payments shall be subject to correction in the Final Payment Estimate.
5. The Contractor shall have 30 Calendar Days from receipt of the Final Payment Estimate to make a written statement disputing any Bid item or Change Order item quantity or payment amount. The Contractor shall provide all documentation at the time of submitting the

statement supporting its position. Should the Contractor fail to submit the statement and supporting documentation within the time specified, the Contractor acknowledges that full and final payment has been made for all Contract Bid items and Change Order items.

6. If the Contractor submits a written statement with documentation in the aforementioned time, the Engineer will review the disputed item within 30 Calendar Days and make any appropriate adjustments on the Final Payment. Remaining disputed quantities or amounts not approved by the Engineer will be subject to resolution as specified in Section 2-10, Disputed Work.
7. The written statement filed by the Contractor shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of the disputed items. The Engineer will consider the merits of the Contractor's claims. It will be the responsibility of the Contractor to furnish within a reasonable time such further information and details as may be required by the Engineer to determine the facts or contentions involved in its claims. Failure to submit such information and details will be sufficient cause for denying payment for the disputed items.
8. Progress payments shall be signed, and the date of the invoice shall be the date that the invoice is submitted.
9. The Agency shall not pay progress or partial payments until Contractor submits to the Engineer an updated Schedule. It is solely the Contractor's responsibility to prepare and submit the Schedule updates.
10. Disputed or incorrect applications shall be returned to the Contractor within 7 Calendar Days with documentation describing the reason for the rejection of the payment request.

**ADD 7-3.2.2 Amount of Progress Payments.**

1. If an undisputed and properly submitted application for payment is received by the Engineer, the Agency shall pay Contractor within 30 Calendar Days after the Engineer receives the application for Payment consistent with Public Contract Code Section 20104.50. The Agency shall pay Contractor for the Work performed, including the payment for offsite stored materials per section 7-3.3.1.2, through the period covered by the application for payment if the payment amount before Retention does not exceed the percentage of completion of the Work as set forth in the SOV.

**ADD 7-3.2.3 Waiver of Claims at Final Payment.**

1. Contractor's acceptance of Final Payment constitutes a waiver of affirmative claims by Contractor, except those previously made in writing and identified as unsettled at the time of Final Payment, which are expressly reserved by Contractor from operation of its Release of Claims pursuant to Public Contract Code Section 7100 or other Applicable Law.

**ADD 7-3.2.4 Withholding of Payment and Back Charge.**

1. The Engineer may withhold payment for any of the following reasons:
  - a. Defective or incomplete Work.
  - b. Stop notices, wage orders, or other withholdings required by Applicable Law.
  - c. Contractor's failure to comply with 5-3.3, "Payroll Records" and the Contractor Registration and Electronic Reporting System requirements of the Contract Documents.
  - d. Failure to submit monthly Construction Schedule updates.

2. The Engineer may back charge the Contractor for any of the following reasons:
  - a. Defective or incorrect Work not remedied.
  - b. Damage to Agency property or a third party's property that was caused by Contractor.
  - c. Liquidated Damages.
  - d. Non-attendance at meetings without prior cancellation notice.
  - e. Lack of monthly schedule updates incorporating noted edits from previous monthly schedule updates.
  - f. Failed inspections or re-inspections paid by the Agency.

### 7-3.3 Delivered Materials

ADD 7-3.3.1 Payment for Stored Materials on Site.

ADD 7-3.3.1.1 General.

1. When authorized, Contractor may request payment for materials and equipment which has not been incorporated into the Work but will be at a later date and will be delivered and stored at the Project Site within the month payment is requested.
2. The material shall meet the Contract requirements and the material's required test results and certifications shall be filed with the Engineer.
3. Only non-perishable materials for major items of Work or Materials Subject to Price Adjustment shall be considered for payment for on-site storage. However, each individual item has a value of more than 1% of the Contract Price and shall become a permanent part of the Work.
4. Materials cost shall be evidenced by the manufacturer's paid invoice bearing the statement that Contractor has paid all invoices in full.
5. The payments for the stored materials shall not exceed the invoice price or 60% of the Bid prices for the pay items into which the materials are to be incorporated, whichever is less, unless otherwise approved by the Engineer.
6. Apply for the payment for materials stored on a form provided by the Engineer and attach documentation to show the following:
  - a. The amount paid on the invoice (or other record of production cost) for the stored items.
  - b. The dollar amount of the material incorporated into each of the various Work items for the month.
  - c. The amount that should be retained for stored materials.
  - d. That Contractor has received the materials and equipment free and are clear of all liens, charges, secured interests, and encumbrances.
  - e. That the materials and equipment are covered by the appropriate property insurance in accordance with the insurance provisions and other arrangements that protect the Agency's interest.
7. Contractor shall provide the Engineer, upon request and prior to any partial payment, documentation which transfers full legal title to such materials to the Agency conditional only upon receipt of the Final Payment. Such transfer of title or any partial payment shall not constitute acceptance by the Agency of the materials, nor shall it void the right to reject materials subsequently found to be unsatisfactory in accordance with SECTION 4 – CONTROL

OF MATERIALS. This shall also not relieve Contractor of any obligation arising under the Contract Documents.

8. The payments for materials on-site are subject to retention as set forth in 7-3.2, "Partial and Final Payment."
9. Contractor shall assume all risks associated with the loss or damage to the stored products for which payment has or has not been received.
10. Equipment and materials shall be stored in accordance with manufacturer's recommendations. The stored products shall be in a form ready for installation. The Agency shall not pay for raw materials or parts and pieces of equipment.
11. Any and all surplus materials that are not incorporated in the Work shall become Contractor's property at no additional cost to the Agency.
12. Unless specifically provided in the Contract, payment for the materials on hand shall not be included when determining the percentage of Work completed.
13. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available and delivered to the job site in the quantities involved, plus sales tax, freight, and delivery.

The Agency reserves the right to approve materials and sources of supply, or to supply materials to the Contractor if necessary, for the progress of the Work. No markup shall be applied to any material provided by the Agency.

ADD 7-3.3.1.2 Payment for Stored Materials Offsite.

1. The payment of materials and equipment delivered and stored offsite in a bonded warehouse shall be contingent upon Contractor's compliance with the storage and protective maintenance requirements set forth in the Contract Documents and all other requirements necessary to preserve equipment warranties for the benefit of the Agency.
2. The Agency reserves the right to refuse approval for the payment of any equipment or materials suitably stored offsite in its sole discretion, regardless of whether all conditions in the Contract Documents have been met.
3. Partial payment may be made for products eligible for offsite delivery and storage only upon Contractor's presentation of a bill of sale, a paid invoice, or an affidavit certifying that the material is received by the Contractor free and clear of all liens, encumbrances, and secured interest of any kind including offsite delivery.
4. Partial payment for products delivered and stored offsite shall be contingent upon Contractor's compliance with the storage and protective maintenance requirements set forth in the Contract Documents and all other requirements necessary to preserve equipment warranties for the benefit of the Agency.
5. The cost of materials and equipment delivered but not incorporated into the Work will not be included in the progress estimate.
6. Costs associated with the delivery to and storage at an offsite bonded facility shall be at Contractor's expense regardless of the Engineer's approval to deliver and store the materials.
7. Contractor shall provide written evidence to the Engineer of having made arrangements for unrestricted access by the Agency and the Agency's authorized representatives to the materials wherever stored, including provisions for the Agency to take control and possession of such materials at any time and without restriction. Contractor shall furnish the Engineer a

permit of entry, from the owner of the property, for at least 6 months after the NOC has been filed. The permit of entry shall contain information similar to the following:

PERMIT OF ENTRY: Permission is granted to the Agency and its designated employees or agents to enter upon the property described in this permit for a period of not less than 6 months after the NOC has been filed for Carlsbad EOC Reconfiguration Project for the purpose of removing materials for which advance materials on hand payment has been made to (Contractor's Name). The property is owned by (Owner's Name) and is described as follows: (Address and Description of Property). (Include signature(s) and date(s) for owner and lessee or purchaser, and, if appropriate, attach a copy of a warehouse receipt or contract for storage.

8. The material shall be clearly marked and identified as being specifically fabricated, produced, and reserved for use on the Project. The Contractor shall provide payment documentation for the materials.

#### 7-3.4 Mobilization.

ADD the following:

1. Mobilization consists of Work necessary for the movement of personnel, equipment, supplies, and incidentals to and from the Site; for establishment of all offices, buildings, storage yards, and other facilities necessary for the Work; and for all other Work and operations which shall be performed prior to beginning the Work and after completion of the Work on the various Contract items on the Site.
2. Contractor shall properly design the Project parameters to incorporate construction mobility for moving on and off the Site in a manner that limits disturbance to the surrounding residences, businesses, and any other citizens. This includes the designated staging areas, loading areas, and assemblage areas. Contractor shall consider and address access rights of the public at all times. Prepare a mobilization plan that shall describe and govern Contractor's mobilization activities.
3. When a Bid item has been provided for "Mobilization," payment for mobilization Work shall be distributed equally over the first 2 progress payments up to the Bid amount of the "Mobilization" Bid item but shall not exceed 3% of the Contract Price. If Contractor's Bid item for "Mobilization" exceeds 3% of the Contract Price, then anything above 3% of the Contract Price shall be paid as a part of the Final Payment.
4. The complete dismantling and removal of all of Contractor's properties, temporary facilities, equipment, materials, construction wastes, and personnel at the Site referred to as demobilization is included in the payment for mobilization, unless there is a Bid item for demobilization.
5. If a separate Bid item has not been provided for mobilization, the payment for mobilization is included in the Contract Price.

ADD 7-3.9 Field Orders. Not Used

## 7-4 PAYMENT FOR EXTRA WORK

### 7-4.1 General.

ADD the following:

1. With every request for payment, Contractor shall submit to the Engineer a breakdown showing monthly and cumulative amounts of the Work performed under the Change Order by Contractor and Contractor's Subcontractors. The reporting format shall be approved by the Engineer.
2. When the price for the Extra Work cannot be agreed upon, the Agency will pay for the Extra Work based on the accumulation of costs.

### 7-4.2 Basis for Establishing Costs.

#### 7-4.2.1 Labor.

ADD the following:

1. The costs of labor will be the actual cost for wages of workers performing the Extra Work at the time the Extra Work is done, plus employer payments of payroll taxes, workers compensation insurance, liability insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs, resulting from federal, state, or local laws, as well as assessments or benefits required by lawful collective bargaining agreements.
2. The use of a labor classification which would increase the Extra Work cost will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental. The labor cost for foremen shall be proportionate to all their assigned work and only that applicable to Extra Work will be paid.
3. Nondirect labor costs, including superintendence, shall be considered part of the markup of Section 7-4.2.1(1).
4. The Agency reserves the right to request the following:
  - a. Financial records of salaries for an employee.
  - b. Wage rates/Certified Payroll.
  - c. Bonuses and deductions.
5. Contractor shall list the labor rates of its personnel and Subcontractors who work on the Project. The payment for payroll records is included in the Contract Price.
6. If Contractor's proposal for Extra Work is based upon services and Work to be performed outside Normal Working Hours, the labor charges associated with the Extra Work shall consist of straight time wages and burdens plus the appropriate overtime or shift premium with no additional burdens, such as fringe benefits, on the premium portion.

#### 7-4.2.3 Tool and Equipment Rental.

DELETE in its entirety and SUBSTITUTE with the following:

1. No payment shall be made for the use of tools which have a replacement value of \$200 or less.

2. Regardless of ownership, the rates and delay factors to be used in determining equipment rental costs shall not exceed those listed in the latest edition of the Caltrans publication entitled "Labor Surcharge and Equipment Rental Rates" preceding the date the Work is accomplished. The latest edition of the Caltrans publication is available at [www.dot.ca.gov](http://www.dot.ca.gov). The delay factors therein shall be used as multipliers of the rental rates for determining the value of costs for delay to the Contractor and Subcontractors, if any. The labor surcharge rates published therein are not a part of this Contract.
3. Contractor shall be entitled to a rental rate adjustment when Contractor can substantiate that the rental rates prevailing locally exceed the published rates by more than 15%. For equipment not listed in the Caltrans publication, rental rates shall not exceed listed rates prevailing locally at equipment rental agencies or distributors at the time the Work is performed.
4. Whenever possible, Extra Work shall be accomplished using equipment available on Site or owned by Contractor. If a specific piece of equipment shall be rented to be used exclusively for the Extra Work, the rental rate shall be the invoiced rate. The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Necessary loading and transportation costs for equipment used on the Extra Work shall be included.
5. If rental equipment is not being used or used intermittently and could be returned to its rental source rather than holding it at the Work Site, the Contractor shall return the equipment at no expense to the Agency unless Contractor elects to keep it at the Work Site at Contractor's expense.
6. The reported rental time for equipment already at the Work Site shall be the duration of its use on the Extra Work. This time shall begin when equipment is first used on Extra Work, plus the time required to move it from its previous site and back or from its previous site to a closer site.
7. All equipment shall be acceptable to the Engineer, in good working condition, and suitable for the purpose for which it is to be used.

7-4.2.5 Invoices.

Vendors' invoices for material, equipment rental and other expenditures shall be submitted with the request for payment. If the request for payment is not substantiated by invoices or other documentation, the Agency may establish the cost of the item involved at the lowest price which was current at the time of the report.

7-4.3 Markup.

7-4.3.1 Work by the Contractor.

DELETE in its entirety and REPLACE with the following:

The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

Labor	20
Materials	15

Equipment Rental	15
Other Items and Expenditures	15

To the sum of the costs and markups provided for in this section, 1% shall be added as compensation for bonding.

#### 7-4.3.2 Work by a Subcontractor.

DELETE in its entirety and REPLACE with the following:

When all or any part of the Extra Work is performed by a Subcontractor, the markup established in 7-4.3.1 shall be applied to the Subcontractor's actual cost of such Work. A markup of 10 percent on the first \$5,000 of the subcontracted portion of the Extra Work and a markup of 5 percent on Work added in excess of \$5,000 of the subcontracted portion of the Extra Work may be added by the Contractor.

#### 7-4.4 Daily Reports.

ADD the following:

Payment for Extra Work will not be made until such time that the Contractor submits completed daily reports and all supporting documents to the Engineer.

When the price for the Extra Work cannot be agreed upon, the Contractor shall submit a daily report to the Engineer on forms approved by the Agency. Included are applicable delivery tickets, listing all labor, materials, and equipment involved for that day, and other services and expenditures when authorized. Payment for Extra Work will not be made until such time that the Contractor submits completed daily reports and all supporting documents to the Engineer. Failure to submit the daily report by the close of the next Working Day may waive any rights for that day. An attempt shall be made to reconcile the report daily, and it shall be signed by the Engineer and the Contractor. In the event of disagreement, pertinent notes shall be entered by each party to explain points which cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by Subcontractors or others shall be submitted through the Contractor.

The report shall:

1. Show names of workers, classifications, and hours worked.
2. Describe and list quantities of materials used.
3. Show type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable.
4. Describe other services and expenditures in such detail as the Agency may require.

## END OF SECTION



## SECTION 2

### 01 41 26 PERMIT REQUIREMENTS

#### PART 1 GENERAL

##### 1.01 WORK COVERED BY CONTRACT DOCUMENTS

- a. The Contractor is responsible to obtain all local, state and federal permits and licenses required to perform the Work. Payment for obtaining and complying with permits and licenses including, but not limited to, general construction permits, building permits, ~~grading permits, encroachment permits, haul route permits, excavation permits, drilling permits, water discharge permits, temporary easements, licenses, inspection fees,~~ and Federal, State and local taxes shall be borne by the Contractor and shall be included in prices Bid for Work for which such costs are appurtenant.
- ~~b. The Contractor shall obtain and pay for all costs incurred for permits necessitated by its operations such as, but not limited to, permits required for sewage bypass pumping or discharge; Night Work; overload; blasting or demolition or for any permit related to the operation of equipment used in such Work.~~
- c. The Contractor shall obtain and pay for all permits for the disposal of all waste or surplus materials removed from the Project. The cost of the permit(s) shall be included in the price for the Bid items requiring the permits and no additional compensation will be allowed for them.
- d. The Contractor shall provide a copy of the permit or license to the Agency prior to performing the Work requiring the permit or license.
- e. Contractor shall pay for all fees applicable to Contractor's operations.
- f. Contractor shall not begin Work until all permits applicable to the Work are obtained. Permits shall be maintained in valid status until acceptance of the Work by the Agency.
- g. The Contractor shall pay all business taxes or license fees that are required for the Work.
  1. To the extent that there is a change in the type or cost of any permits, fees, licenses, or inspections after Contract award, there shall be an equitable adjustment in the Contract Price on account of such change under the Extra Work provisions.
  2. The Contractor shall comply with and give notices required by Applicable Laws. The Contractor is not entitled to damages or additional payment for delays attributable to the acquisition of permits.
  3. The Contractor shall pay the Agency for regulatory fees, fines, or penalties imposed on the Agency arising from the Contractor's failure to complete the Work in accordance with the Contract Documents.
- h. The Contractor shall obtain, pay for, and comply with required permits, licenses, work permits, and authorizations from appropriate agencies, including the following:

1. Licenses
  - i. Before submitting Bids, Contractors shall be licensed in accordance with provisions of Chapter 9, Division 3, of the Business and Professions Code.
  - ii. City of Carlsbad Business License.
- i. The Agency will obtain for the Contractor, the following:
  1. CEQA Notice of Exemption
  2. NEPA documents
  3. City of Carlsbad Building Permit

## 01 50 00 TEMPORARY FACILITIES AND CONTROLS

### PART 1 GENERAL

#### ~~1.01 PAYMENT~~

#### 1.03 WATER

- a. Water in reasonable amounts required for and in connection with the Work to be performed will be furnished at existing fire hydrants by Agency without charge to Contractor. Contractor shall furnish necessary pipe, hose, nozzles, and tools and shall perform all necessary labor. Contractor shall make arrangements with the appropriate water department (who will fix the time, rate, and duration of each withdrawal from the distribution system) as to the amount of water required and the time when the water will be needed. Unnecessary waste of water will not be tolerated. Special hydrant wrenches shall be used for opening and closing fire hydrants. In no case shall pipe wrenches be used for this purpose.
- b. All water required for and in connection with the Work to be performed will be furnished by Agency in the vicinity of the Site without charge to Contractor, provided:
  - a. Contractor shall procure such water in the location and in the manner designated by Engineer.
  - b. Contractor at its own expense shall make authorized connections and provide means for delivering the water to the Site.
  - c. Contractor shall provide adequately against waste and needless use of water.

#### 1.04 POWER

- a. Contractor shall provide all power for heating, lighting, operation of Contractor's plant or equipment, or for any other use by Contractor. Temporary heat and lighting shall be maintained until the Work is accepted.
- b. Construction Operations. Each Contractor shall provide all power for operation of its plant and equipment, or for any other use, except building heating and lighting. All building heating and lighting shall be provided under Contract.
- c. Temporary Lighting and Heating. Contractor under Contract shall provide temporary heat and light for all buildings, to protect the Work and maintain suitable working conditions. Temporary heat and light shall be maintained until Work under Contract has been accepted by Agency.
- d. When operational, the permanent heating and ventilating system and the permanent lighting system shall be used by Contractor under Contract to provide temporary heat and light. Before use of the permanent heating and ventilation system in the building, Contractor shall install a filter with MERV of 8 at each return air grille in the system and remove the filter at end of construction.
- e. Temporary heat shall be provided when the temperature falls below 50°F (10°C) and as otherwise required to maintain reasonable working conditions and protect all Work,

materials, and equipment against damage from dampness or cold, to dry out the structure, or to maintain proper conditions for the installation and curing of materials.

- f. Heating equipment and fuels shall be suitable for the particular purpose and shall include adequate safety devices. Combustion type heaters shall not be used without proper venting nor in areas where such equipment might introduce a hazard. Heat from Owner's existing facilities shall not be used.
- g. All enclosed areas shall be ventilated (using forced-draft equipment when necessary) as required to maintain proper conditions for workers and the Work and to avoid any accumulation of hazardous dust or fumes.
- h. Power for heating, lighting, and operation of Contractor's plant and equipment in connection with the Work to be done under this Contract shall be provided by Agency without charge to Contractor, subject to the following conditions:
  - 1. The existing heating system at each location will remain in operation and may be utilized by Contractor to the extent available.
  - 2. Existing lighting systems at each location may be utilized by Contractor to the extent available. Any necessary additional or temporary lighting systems shall be provided by Contractor at no additional cost to Owner.
  - 3. Power will be available at existing power panels at the locations indicated on the Drawings.
  - 4. Power will be available at 120 volts, 60 Hz, single phase and 240/ 480 volts, 60 Hz, 3 phase.
  - 5. Contractor at its own expense shall make authorized connections to the existing power sources and shall extend temporary service lines to the required areas. Temporary wiring shall conform to Article 305 of the NEC.
  - 6. Contractor shall at all times provide adequately against waste and needless use of power. Electrical power shall be used only in such quantities as will not interfere with Owner's requirements, and care shall be taken not to overload the existing facilities. Contractor shall provide any additional or temporary electrical power or power of other voltages it may require for prosecution of the Work.
- i. These provisions shall not be construed as a guarantee by Agency of the uninterrupted continuation of power, and interruptions beyond the control of Agency shall not be reason for claims for additional costs nor for extensions of time. Contractor shall provide, at no additional cost to Agency, any necessary power required for prosecution of the Work during such interruptions.

#### 1.05 SANITARY FACILITIES

- a. Contractor shall furnish temporary sanitary facilities at the Site, as provided in the Contract, for the needs of all construction workers and others performing Work or furnishing services on the Project.
- b. Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. If

toilets of the chemically treated type are used, at least 1 toilet will be furnished for each 20 persons. Contractor shall enforce the use of such sanitary facilities by all personnel at the Site.

#### 1.06 VOICE AND DATA SERVICES (Not used)

#### 1.07 CONSTRUCTION AIDS

- a. Contractor shall furnish, install, maintain, and operate all construction aids required by it and its Subcontractors in the performance of the Work, except as otherwise provided in the Contract.
- b. Contractor under Contract shall provide construction aids necessary for the performance of Work by other Contractors on the Project. Such construction aids shall be suitable for conditions encountered and shall include:
  1. Elevators and hoists
  2. Cranes
  3. Temporary enclosures
  4. Swing staging
  5. Scaffolding
  6. Temporary stairs
- c. Construction aids shall be furnished without charge to the other Contractors, and all necessary erection, maintenance, and operating personnel shall be included. In the event of conflict, the Contractor furnishing the equipment shall determine priorities in the best interest of the Project.
- d. The use of any plant equipment, whether furnished and installed under this Contract or not, including elevators, shop cranes, heating, ventilating, air conditioning, and plumbing fixtures, shall be only with Agency's written permission.

#### 1.08 MAINTENANCE OF TRAFFIC

- a. Contractor shall conduct its Work to interfere as little as possible with public travel, whether vehicular or pedestrian. Whenever it is necessary to cross, obstruct, or close roads, driveways, and walks, whether public or private, Contractor shall provide and maintain suitable and safe bridges, detours, or other temporary expedients for the accommodation of public and private travel, and shall give reasonable notice to owners of private drives before interfering with them. Such maintenance of traffic will not be required when Contractor has obtained permission from the Agency and tenant of private property, or from the authority having jurisdiction over public property involved, to obstruct traffic at the designated point.

#### 1.09 BARRICADES AND LIGHTS (Not Used)

#### 1.10 FENCES (Not Used)

#### 1.11 PROTECTION OF PUBLIC AND PRIVATE PROPERTY

- a. Contractor shall protect, shore, brace, support, and maintain all underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by its construction operations. All pavement, surfacing, driveways, curbs, walks, buildings,

utility poles, guy wires, fences, and other surface structures affected by construction operations, together with all sod and shrubs in yards, parkways, and medians, shall be restored to their original condition, whether within or outside the easement. All replacements shall be made with new materials.

- ~~b. No trees shall be removed outside the permanent easement, except where authorized by the Engineer or Consulting Engineer. Whenever practicable, Contractor shall tunnel beneath trees in yards and parking lots when on or near the line of trench. Hand excavation shall be employed as necessary to prevent injury to trees. Trees left standing shall be adequately protected against damage from construction operations.~~
- c. Contractor shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, and other public or private property, regardless of location or character, which may be caused by transporting equipment, materials, or workers to or from the Work Site or any part of it, whether by Contractor or its Subcontractors. Contractor shall make satisfactory and acceptable arrangements with the owner of, or the agency or authority having jurisdiction over, the damaged property concerning its repair or replacement or payment of costs incurred in connection with the damage.
- d. All fire hydrants and water control valves shall be kept free from obstruction and available for use at all times.

#### 1.12 DAMAGE TO EXISTING PROPERTY

- a. Contractor will be held responsible for any damage to existing structures, Work, materials, or equipment because of its operations and shall repair or replace any damaged structures, Work, materials, or equipment to the satisfaction of, and at no additional cost to, Agency.
- b. Contractor shall protect all existing structures and property from damage and shall provide bracing, shoring, or other work necessary for such protection.
- c. Contractor shall be responsible for all damage to streets, roads, curbs, sidewalks, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property, which may be caused by transporting equipment, materials, or workers to or from the Work Site. Contractor shall make satisfactory and acceptable arrangements with the agency having jurisdiction over the damaged property concerning its repair or replacement.

#### 1.13 TREE AND PLANT PROTECTION (Not Used)

#### 1.14 SECURITY

- a. Contractor shall be responsible for protection of the Site, and all Work, materials, equipment, and existing facilities thereon, against vandals and other unauthorized persons.

- b. No claim shall be made against Agency by reason of any act of an employee or trespasser, and Contractor shall make good all damage to Agency's property resulting from Contractor's failure to provide security measures as specified.
- c. Security measures shall be at least equal to those usually provided by Agency's to protect Agency's existing facilities during normal operation, but shall also include such additional security fencing, barricades, lighting, watchman services, and other measures as required to protect the Site.

#### 1.15 ACCESS ROADS (Not Used)

#### 1.16 PARKING

- a. Contractor shall provide and maintain suitable parking areas for the use of all workers and others performing Work or furnishing services in connection with the Project, as required to avoid any need for parking personal vehicles where they may interfere with public traffic, Agency's operations, or construction activities.

#### 1.17 NOISE CONTROL

- a. Contractor shall take reasonable measures to avoid unnecessary noise. Such measures shall be appropriate for the normal ambient sound levels in the area during working hours. All construction machinery and vehicles shall be equipped with practical sound-muffling devices and operated in a manner to cause the least noise consistent with efficient performance of the Work.
- b. During construction activities on or adjacent to occupied buildings, and when appropriate, Contractor shall erect screens or barriers effective in reducing noise in the building and shall conduct its operations to avoid unnecessary noise which might interfere with the activities of building occupants.

#### 1.18 DUST CONTROL

- a. Contractor shall take reasonable measures to prevent unnecessary dust. Selective demolition work subject to creating dust shall be kept moist with water or by application of a chemical dust suppressant. When practicable, dusty materials in piles or in transit shall be covered to prevent blowing dust.
- b. Buildings or operating facilities which may be affected adversely by dust shall be adequately protected from dust. Existing or new machinery, motors, instrument panels, or similar equipment shall be protected by suitable dust screens. Proper ventilation shall be included with dust screens.

#### 1.19 TEMPORARY DRAINAGE PROVISIONS

- a. Contractor shall provide for the drainage of storm water and such water as may be applied or discharged on the Site in performance of the Work. Drainage facilities shall be adequate to prevent damage to the Work, the Site, and adjacent property.
- b. Existing drainage channels and conduits shall be cleaned, enlarged, or supplemented as necessary to carry all increased runoff attributable to Contractor's operations. Dikes shall be constructed as necessary to divert increased runoff from entering adjacent property

(except in natural channels), to protect Agency's facilities and the Work, and to direct water to drainage channels or conduits. Ponding shall be provided as necessary to prevent downstream flooding.

#### 1.20 EROSION CONTROL

- a. Contractor shall prevent erosion of soil on the Site and adjacent property resulting from its construction activities. Effective measures shall be initiated prior to the commencement of clearing, grading, excavation, or other operation that will disturb the natural protection.
- b. Work shall be scheduled to expose areas subject to erosion for the shortest possible time, and natural vegetation shall be preserved to the greatest extent practicable. Temporary storage and construction buildings shall be located, and construction traffic routed, to minimize erosion. Temporary fast-growing vegetation or other suitable ground cover shall be provided as necessary to control runoff.

#### 1.21 POLLUTION CONTROL

- a. Contractor shall prevent the pollution of drains and watercourses by sanitary wastes, sediment, debris, and other substances resulting from construction activities. No sanitary wastes shall be permitted to enter any drain or watercourse other than sanitary sewers. No sediment, debris, or other substance shall be permitted to enter sanitary sewers, and reasonable measures shall be taken to prevent such materials from entering any drain or watercourse.

#### 1.22 PEST CONTROL (Not Used)

#### 1.23 RODENT CONTROL (Not Used)

#### PART 2 PRODUCTS (NOT USED)

#### PART 3 EXECUTION (NOT USED)

## END OF SECTION



**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARLSBAD, CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH SCHNEIDERCM FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE EMERGENCY OPERATIONS CENTER RECONFIGURATION PROJECT IN AN AMOUNT NOT TO EXCEED \$239,480

WHEREAS, on Sept. 13, 2022, the City Council adopted Resolution No. 2022-219, authorizing a professional services agreement for the design work for the Emergency Operations Center Reconfiguration Project, Capital Improvement Program, or CIP, Project No. 4715, or Project; and

WHEREAS, on Oct. 10, 2023, the City Council adopted Resolution No. 2023-257, approving the plans, specifications and contract documents and authorizing a bid solicitation for construction of the Project; and

WHEREAS, in November 2023, the city issued a Request for Proposals, or RFP, for solicitation of construction management and inspection services for the Project; and

WHEREAS, staff received seven responses to the RFP and completed a qualifications-based evaluation of the proposals; and

WHEREAS, staff identified SchneiderCM as the most qualified consultant for the Project; and

WHEREAS, staff and SchneiderCM have negotiated the scope of work and the associated fee in an amount not to exceed \$239,480 to provide construction management and inspection services for the Project; and

WHEREAS, the City Council has determined it is necessary and in the public interest to enter into an agreement with SchneiderCM to provide construction management and inspection services for the Project; and

WHEREAS, the City Planner has determined that pursuant to Public Resources Code Section 21065, the action to award a professional services agreement for construction management and inspection services does not constitute a “project” within the meaning of the California Environmental Quality Act in that it has no potential to cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment and therefore does not require environmental review at this time.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carlsbad, California, as follows:

1. That the above recitations are true and correct.
2. That the professional services agreement with SchneiderCM is approved in an amount not to exceed \$239,480, for construction management and inspection services for the Emergency Operations Center Reconfiguration Project, as shown in Attachment A, and the Mayor is authorized to execute the agreement.
3. That the City Manager is authorized to amend the agreement and to extend the term for one additional one-year period, as needed.

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Carlsbad on the \_\_ day of \_\_\_\_\_, 2024, by the following vote, to wit:

AYES:

NAYS:

ABSTAIN:

ABSENT:

---

KEITH BLACKBURN, Mayor

---

SHERRY FREISINGER, City Clerk  
(SEAL)

**AGREEMENT CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES  
FOR EMERGENCY OPERATIONS CENTER RENOVATION  
SCHNEIDERCM, INC.**

THIS AGREEMENT is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Carlsbad, California, a municipal corporation ("City") and SchneiderCM, Inc., a California corporation ("Contractor").

**RECITALS**

- A. City requires the professional services of a consultant that is experienced in construction management and inspection services.
- B. Contractor has the necessary experience in providing professional services and advice related to construction management and inspection services.
- C. Contractor has submitted a proposal to City under RFP24-2328FAC 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 one (1) year from the date first above written. The City Manager may amend the Agreement to extend it for one (1) additional (1) year period 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 two hundred thirty-nine thousand four hundred eighty dollars (\$239,480). 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 seventy-five thousand dollars (\$75,000) 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. PUBLIC WORKS**

6.1 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 Agreement 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 Section 1770, 1773 and 1773.1 of the California Labor Code. Pursuant to Section 1773.2 of the California Labor code, a current copy of applicable wage rates is on file in the office of the City Engineer. 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 Agreement. Contractor and any subcontractors shall comply with Section 1776 of the California Labor Code, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require any subcontractors to comply with Section 1776.

6.2 DIR Registration. California Labor Code section 1725.5 requires the Contractor and any subcontractor or subconsultant performing any public work under this Agreement 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 Agreement, Contractor must furnish City with the subcontractor or subconsultant's current DIR registration number.

## **7. CONSTRUCTION MANAGEMENT SOFTWARE**

Procure Project Management and Collaboration System. This project may utilize the Owner's Procure ([www.procore.com](http://www.procore.com)) online project management and document control platform. The intent of utilizing Procure 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 Procure 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 Procure because this platform will be used to submit, track, distribute and collaborate on project. If unfamiliar or not otherwise trained with Procure, 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 Procure support, as needed, either through the online training or reaching out to the Procure support team. It will be the responsibility of the Contractor to regularly check Procure and review updated documents as they are added. There will be no cost to the Contractor for use of Procure.

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 Procure 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.

#### **8. 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.

#### **9. 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.

#### **10. OTHER CONTRACTORS**

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

#### **11. 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 attorney's fees arising out of the performance of the work described herein caused by any willful misconduct or negligent act or omission 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.

## 12. **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.

12.1 Coverage 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.

12.1.1 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.

12.1.2 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.

12.1.3 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.

12.1.4 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.

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

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

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

12.2.3 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.

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

12.4 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.

12.5 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

///

///

///

///

**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 are:

For City

Name Steven Stewart  
 Title Municipal Projects Manager  
 Department Public Works  
City of Carlsbad  
 Address 1635 Faraday Ave.  
Carlsbad, CA 92008  
 Phone No. 442-339-2938

For Contractor

Name Carl Schneider  
 Title Project Manager  
 Address 6353 El Camino Real, Suite C  
Carlsbad, CA 92009  
 Phone No. 619-905-5522  
 Email carl.schneider@schneidercm.net

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 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
Carl Schneider	Carl.Schneider@SchneiderCM.net	619-905-5523

**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. 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>.

**21. DISCRIMINATION AND HARASSMENT PROHIBITED**

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

**22. 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.

**23. 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 thirty (30) 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.

**24. 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.

**25. 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. This Agreement may be executed in counterparts.

**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.

**[signatures on following page]**

Executed by Contractor this 15th day of May, 2024.

CONTRACTOR  
SCHNEIDERCM, INC., a California corporation

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

By:

*Carl Schneider*

\_\_\_\_\_  
(sign here)

By:

\_\_\_\_\_  
Keith Blackburn, Mayor

\_\_\_\_\_  
Carl Schneider,  
President and Chief Financial Officer  
\_\_\_\_\_  
(print name/title)

ATTEST:

SHERRY FREISINGER, City Clerk

By:

\_\_\_\_\_  
(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.

**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: Gina Herrera  
Assistant City Attorney

**EXHIBIT A**

**SCOPE OF SERVICES AND FEE**

See attached proposal dated Dec. 7, 2023.

# Project Approach

SchneiderCM brings more than 15 years of experience providing CM services on a range of municipal projects, often constructed under strict budgetary and schedule requirements. Our approach is to tailor our services and staffing to provide just the expertise you need when you need it. SchneiderCM will use our signature proactive, hands-on leadership approach in conjunction with the proven ideals of Lean Construction principles, pull-planning schedule development, collaboration and Procore to deliver real-time, multi-user access to vital project information.

The SchneiderCM team — under the leadership of Lead Construction Manager Robert Polley, CCM, DBIA, LEED AP, QCM, with the support of Field Construction Manager Connor Markart, CCM — brings extensive knowledge and experience providing CM services for City of Carlsbad municipal facility renovation and reconstruction projects. **We have the resources and expertise to provide tailored CM services, we understand the project and its scope of work and we will leverage our experience on similar projects — including the City’s Fire Station No. 2 project — to deliver the EOC project successfully.**

The City expects the selected CM consultant to serve as a coordinated team — fully integrated with City staff — for efficient, effective and successful delivery of the EOC project. Our approach includes establishing close working relationships and building a strong level of trust among all project participants and stakeholders. We will work hand in hand with the City to understand the project’s programmatic needs and how those are reflected in the scope of work. We will review contract documents; manage cost,

## Overall Approach



quality and schedule during construction; collaborate with stakeholders throughout the process; and conduct a thorough closeout and punch list process before handover.

## 1. Construction Administration

SchneiderCM will serve as the City’s eyes on the project, providing on-site, boots-on-the-ground daily management and oversight of the project. We will work with the City to determine the best strategy for achieving the full scope of services on time and within budget, giving consideration to constraints and challenges.

### 1.1 Preliminary Project Work

Proactive planning is key to all successful endeavors — especially in the management of construction projects. The project management plan is the foundation for the success of the entire project. With input from all team members, Robert will develop a project management plan and review the scope and contract documents for this project. We will work with the City and architect to confirm project budgets including the anticipated total of all costs related to the project. Our preliminary project services also include:

- ▶ Constructability review
- ▶ Preplanning at the project level
- ▶ Implementation of accountability-based technology tools such as Procore
- ▶ Schedule and task management to minimize gaps in responsibilities and enhance accountability

## 1.2 Contract Administration/Management



**Cloud-based Document Management:** We are well-versed in the City's Procore document management system and will use the application to provide the City with up-to-the-minute project status updates as well as effective management of drawings, RFIs, submittals, cost and change documentation, schedule, daily logs and photos.



**Constructability Review and Value Engineering:** We will perform thorough document reviews, constructability reviews, systems reviews, life-cycle cost analyses and value engineering studies to confirm consistency across plan sets; verify documents comply with owner and program requirements; and help ensure budget adherence. We will also provide written comments on adherence to program, schedule and budget requirements.

**Constructability Review Success:** On the County of San Diego's Lindo Lake Park Phase II project, the SchneiderCM team performed a cursory constructability review before the Phase II RFP went up for bid. We identified several interdisciplinary issues between civil and electrical, structural design deficiencies and inconsistencies regarding the delivery method. Our constructability review allowed the County to revise the design and adjust the RFP before it was released, saving hundreds of thousands of dollars and potential impacts to the schedule and budget.



**Coordinating with Other Teams:** Our team has successfully completed many CM projects for the City of Carlsbad and other agencies in San Diego County in close coordination with other consultant teams including owner and third-party inspection and materials testing personnel, design team staff, maintenance and operations personnel and facility users. We have strong working relationships with several City departments including Information Technology, as well as utility agencies and other project stakeholders. Our proven track record of consistently delivering projects on time, under budget and without substantiated claims has earned us the respect of our clients, the community, facility administrators and users and the design professionals and contractors with whom we work.



**Cost Control:** We will use our cloud-based management software to allow the entire team to see project progress and budget utilization in real time and to allow us to work collaboratively to maintain the budget. In addition, we will provide the City with regular reports detailing critical aspects of the project and the status of key items that determine project success.



**Schedule Management:** Before construction begins, we perform a thorough review of the contractor's baseline schedule including the level of detail, activity relationships, durations, values, resource-loading logic and compliance with contract milestones and constraints. We also check for items such as front-loading and float suppression and verify submittal and procurement cycles are accurately reflected. We also advocate pull-planning scheduling methodology which involves the development of specific plans for each work phase in a collaborative workshop, resulting in predictable, reliable work flows and rigorously managed sequencing between trade professionals.

## Understanding of Carlsbad Processes

### Fire Station No. 2

SchneiderCM used Procore to provide continuous, clear and concise communication to all stakeholders. The entire project from design through construction to punch-list and documents closeout was performed through Procore.



### Poinsettia Park Phase IV - Community Dog Park

SchneiderCM saved the City more than \$99,000 through change order negotiation, representing 41 percent savings over the contractor proposed costs. Change orders on this project totaled 5.3 percent of the total contract value, an excellent statistic in a low-bid, design-bid-build delivery method, especially with 66 percent of these being as a result of owner-requested added scope.





**Utility Coordination:** We will coordinate with local utility owners as needed. Whenever possible, we will identify options where the utilities might be avoided to minimize potential cost and schedule impacts. If avoidance is not possible, we will support utility relocations focusing on minimizing disruption to the surrounding work area and the community.

### 1.3 Reports and Communications

Our standard practice is to provide weekly CM reports and monthly updates to the client (see **Figure 4** for a sample). These reports — which can be customized for frequency and level of detail — provide updates on critical aspects of the project in a one-page summary, providing a project health snapshot. Report details include items such as:

- ▶ Costs — real and potential
- ▶ Percent complete versus billed to date
- ▶ Schedule milestones and delays
- ▶ Status of RFIs, submittals, change orders and architects’ supplemental instructions
- ▶ Work performed each period
- ▶ Potential or open issues
- ▶ Photos of key events of that week

**FIGURE 4.** Example Weekly CM Report

**SchneiderCM**  
www.SchneiderCM.net | 888-638-1504

**CM WEEKLY REPORT**  
Updated: 17-Dec-21 CM: Robert Polley

**Project Name:** SchneiderCM Project Example  
**Site Address:** 1234 Street Name, Vista, CA  
**A-E/Contractor:** ABC Construction

**Project Description:** Design-build contract for construction of new fire station and municipal building renovation projects. Projects include demolition of the existing facilities, design and construction of new facilities. The fire station (inclusive of new station and all site/roadway/signal improvements associated with the station) will accommodate seven firefighters and one captain on duty per 24-hour shift, year-round. The municipal projects consist of the renovation of a 20,000-square-foot office and administration building located at Avenue A and Road B. The facility includes a lobby, offices, open work space areas, a community room space, staff area and exterior patios. Site work includes

**CONSTRUCTION STATUS:**

Award amount:	\$ 1,234,567	123456
Approved COs	\$ 123,456	10/1/2021
<b>Revised Contract Amount:</b>	\$ 1,357,023	15%
Invoiced to date:	\$ 234,567	2022
Balance:	\$ 1,122,456	2022

**Potential Costs:**

**PROJECT STATUS**

**Summary:** Rain on permitter fencing and site to resecure. Subcontractor, City of Carlsbad, using structural steel delivery and staging 2. Friday

**Cost Exposure:** Open items \$12,000, PCCO 01 submitted for processing \$16,600, Solar Metal Trellis \$16,600, Solar Water Heater additions \$24,000, Metal Trellis ROM \$24k, Site U. Station ROM \$38k. (TOTAL \$502k)

**Request for Information (RFIs):** 126. Turnaround time: 3-days

**Submittals:** 279 submittals have been turned in. Pending Average turnaround time: 6-days

**Schedule:** Project is currently not on schedule. Based on steel fabrication and delivery, schedule manager provided an updated CPM schedule. Current CPM schedule indicates new CCD of 9-1-22. Schedule manager will request through various change orders 97-calendar "non-compensated" days. PCCO 02 added 45-Non-Compensated Calendar Days. PCCO 03 will add 45 Non-Compensated Calendar Days

**Mangpower:** Contractor (3); Subcontractor (0); Pipe Trades (0) Subcontractor (0); Equipment: Mini Ex (0); Bobcat (0) Scissor Lift (0); Reach Lifts (0); Backhoe (0) Excavator (0) Rubber Tire Loader (0) Dump truck (0)

**Architect Supplemental Instructions (ASIs):** (2) will be issued 01 Civil Changes; 02 IFC Final drawings

**Issues:**

- Response from Design Dept is favorable. They will accept wall and landscape design changes. Waiting on formal letter
- IFC Final set to be submitted to City for review. Contractor to confirm date however needs to be submitted early Dec to avoid issues with Building Department Inspection. DATE TO SUBMIT TO BE JAN 21, 2022

### 1.4 Photo Documentation

We will photograph and/or video project progress to document existing and differing site conditions, change order or claim items and other special or unique conditions. We will confirm consistency with the contractor’s video and photographs and include images in our weekly reports to the City.

### 1.5 Construction Progress Meetings

We will plan, coordinate and facilitate the kick-off meeting including preparation of an agenda with all relevant project-specific information, introductions of key personnel and stakeholders, a review of all contract and code requirements, any project-specific and stakeholder requirements and any outstanding or potential concerns. We will review roles and responsibilities, lines of communication, conflict resolution procedures and overall project goals. Emphasizing the importance of a cohesive team mentality, we will identify what a successful project looks like from each team member’s perspective and set goals to meet those expectations. During construction, we will conduct weekly progress meetings to review the schedule, budget status, safety and quality issues and any other areas of concern. Agendas will be distributed in advance, followed by timely meeting records and action item lists.

**Challenges and Solutions:** Verifying the right people are at each meeting is critical to identifying and resolving issues quickly. Part of our role will be to confirm key contributors and decision-makers, such as the police department and other emergency services departments, are in attendance when their valuable input is needed.

### 1.6 Shop Drawings and Submittal Reviews and 1.7 Plans and Specifications Interpretation

All construction documents are time-sensitive and a timely response is critical to keep projects on schedule and moving forward. Our team will expedite the review of documents. Using Procore cloud-based software, we will:

- ▶ Develop a list of required submittals early and regularly compare it against the contractor’s list to verify all items are identified at the start and are addressed in the schedule
- ▶ Develop distribution lists to identify the parties responsible for submittal review and acceptance of submittals
- ▶ Review and process submittals related to General Provisions and Division 1 requirements, and review and confirm compliance for all other submittals

- ▶ Log all shop drawings and samples/submittals
- ▶ Answer RFIs directly to the contractor if there is no impact to schedule, budget or quality of construction
- ▶ Use a tickler file to remind reviewers of time-critical reviews
- ▶ Review the status of work at each weekly job site meeting

**1.8 Construction Inspection Services**

In the field, our team will perform daily quality assurance and coordinate any third-party testing and special inspection required. We will confirm construction complies with the plans and specifications and keep daily logs that record the work, any issues and other data the City may require.

In the event nonconformances occur, our team will recommend corrective actions and verify all deficiencies are resolved. Prior to issuing the contractor’s progress payment, we will verify work progress of the contract item and develop quantity calculation sheets to support auditable monthly partial progress payments.

Item quantities will be field-verified or measured to avoid over-payment. Payments will be traceable to a checked source document that is field-measured or calculated on quantity sheets reflecting completed work. We will work with the City to provide monthly progress payment recommendations for timely review, approval and payment.

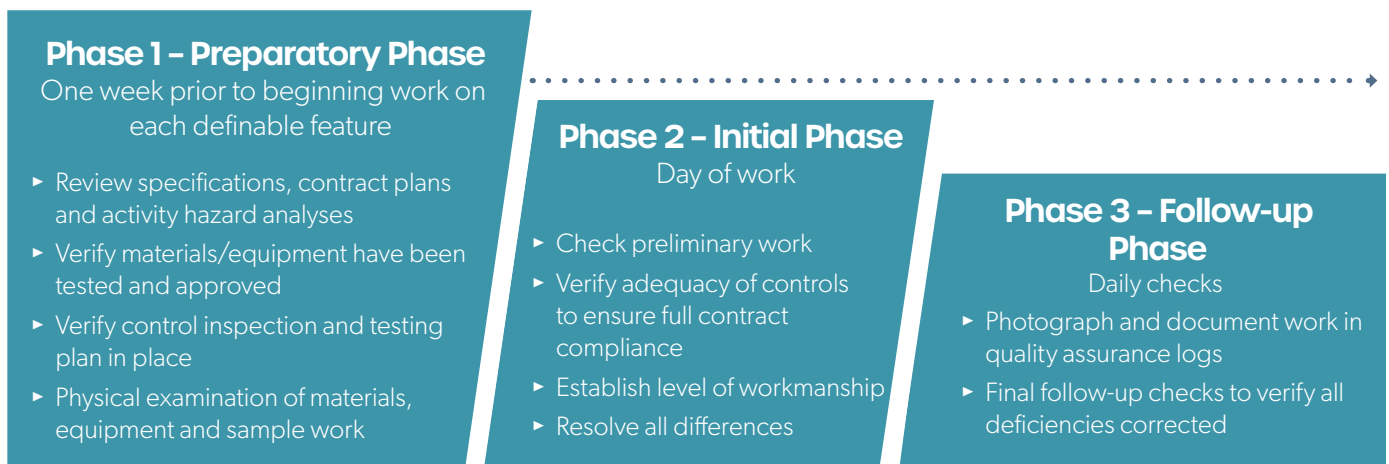


**Quality Assurance:** Using the U.S. Army Corps of Engineers’ stringent quality control program, which stresses three phases of quality assurance and control, we confirm contractor adherence to contract documents, City standards and building codes and verify construction is per plans and specifications prior to scheduled inspections. The three phases of quality assurance and control are described in **Figure 5** below.

**1.9 Progress Payments**

The payment process begins with a comprehensive and detailed schedule of values assembled and submitted to the construction manager for approval. To approve, we will confirm the schedule of values is sufficiently detailed and cost-loaded appropriately for each task without front-loading. Prior to receipt of the contractor’s progress payment, we will verify the progress of the contract item work and develop quantity calculation sheets to support auditable monthly partial progress payments. The quantity of each item will be field verified or measured to avoid overpayment. Payments will be traceable to a checked source document that is field-measured or calculated on quantity sheets that reflect completed work. We will work with the City to provide monthly progress payment recommendations for timely review, approval and payment.

**FIGURE 5.** Quality Assurance and Quality Control Phases





### 1.10 Contractor’s Claims and Change Orders

Many construction disputes and claims can be avoided through proper planning and execution of a claims management strategy. Our team will establish a claims avoidance management plan that focuses on making sure the contract and all other documents are clear, complete and coordinated; properly describes the City’s desired scope of work; and addresses critical administrative processes. We will also recommend procedures necessary to make sure all required contract administrative functions are covered.

Our change order and claims management process relies on thorough record-keeping and documentation. Thorough electronic documentation and metadata tagging of all project correspondence, project photos, daily reports, RFIs and submittals will assist with claims mitigation and will greatly reduce discovery costs in the event of a claim. Timely review and response to all correspondence and prompt processing of all approved payment applications and change orders will also be key factors in claims avoidance.

All change order proposals will be thoroughly reviewed to determine entitlement and verify accuracy of scope and quantities. Reason codes, such as client request, unforeseen site condition, design omission or error or outside agency request, will be assigned so the cumulative responsibility for changes can be ascertained at any time during or after completion of construction. Our proven change order negotiation process has delivered hundreds of thousands of dollars in savings to our clients, as shown in **Figure 6**.

Should a claim become inevitable, the earlier the dispute can be resolved, the more likely the cost of resolution will be lower. Therefore, we urge immediate action to resolve the dispute or at least advance toward resolution — particularly during construction. We will promptly analyze any claim so the City and the contractor can react with the benefit of an objective assessment of potential liability and costs. Following this approach, the City will be able to effectively deny claims that are without merit and acknowledge claims that have merit. We assist in preparing and presenting claims analysis findings and are experienced with all forms of alternative dispute resolution including litigation and can effectively assist in a manner that is appropriate to the process selected.

We take a firm but fair stance on change management. All change order proposals are reviewed and tracked with reason codes.

SchneiderCM’s claims resolution services include:

- ▶ Schedule/delay/acceleration analysis
- ▶ Extended overhead claims
- ▶ Loss of efficiency claims
- ▶ Extra work claims
- ▶ Preliminary analysis
- ▶ Mediation
- ▶ Expert witness testimony and litigation support



#### Claims Negotiation Success

SchneiderCM successfully negotiated two potential contractor claims on the City of El Centro’s Public Library project, saving the City \$225,000 on an extended overhead claim and \$20,000 on a potential escalation claim.

**FIGURE 6.** Cost Savings through Change Order Negotiations

Project and Owner	Construction Value	Savings
Fire Station No. 3 – City of Carlsbad	\$6M	\$98K
Dove and Cole Libraries – City of Carlsbad	\$7M	\$312K
Public Library – City of El Centro	\$14M	\$128k
Headquarters Building – Olivenhain Municipal Water District	\$13M	\$160K
The Language Academy – San Diego Unified School District (SDUSD)	\$10M	\$480K
Knox Preparatory School – SDUSD	\$18M	\$1M
Hoover High School Athletic Facilities – SDUSD	\$10M	\$800K
Hoover High School Green Woodshop – SDUSD	\$4M	\$430K

## 2. Project Closeout

We will develop and track the final punch list using our management software. A final audit and measurements of each unit per the schedule of values at each location will be submitted for approval of final payments. A compilation of all testing and inspection reports will be provided with the closeout documents and warranty letters for each phase. Tasks to be completed by our team during this phase include:

- ▶ Punch list coordination
- ▶ Change order/claims resolution/closeout
- ▶ Conducting post-construction audits
- ▶ Compiling test reports
- ▶ Scheduling and facilitating commissioning and training sessions for City staff so they will be properly trained in the use of all equipment and equipment and building system maintenance
- ▶ Using Procore to track punch list completion status
- ▶ Developing a warranty checklist for required warranties, operations and maintenance manuals, as-built drawings and certified surveys
- ▶ Providing a final project cost accounting of budgets to actual

We will track the project warranty date so the City can perform a final warranty walk one month prior to the end of the warranty period for the review and repair of potential warranty items such as cracked and lifting concrete or failure of asphalt in any location.



**Challenges and Solutions:** Confirming attainment of substantial completion and full closeout, including completion of all punch list items and turnover of all required contractor warranties, can be challenging as project participants move on to their next assignment. We proactively track the status of completion of work performed by the contractor and review contractor requests for acceptance against predetermined conditions for acceptance.

### Additional Tasks

We provide additional CM services to support successful projects including:

- ▶ **Personnel Relocation:** When maintaining ongoing facility operations or tenant improvement phasing is complex, we can help establish temporary swing space facilities and manage move-in and move-out processes.

## Warranty Support

SchneiderCM

provided warranty

support for **Fire Station**

**No. 2, Aviara/Poinsettia Parks**

and the **Ocean Street Beach**

**Access** projects. Services included

overseeing contractor compliance

with warranty commitments,

conducting quality reviews of

completed work, coordinating with

end users and project stakeholders

and ensuring required

documentation was completed

accurately.



- ▶ **Move Coordination:** In addition to maintaining facility operations, our team will also help coordinate moving between buildings as part of our CM services as needed. Thanks to our team's experience working on buildings and with agencies that have special security and confidentiality needs, we understand **chain-of-custody requirements** for records and evidence items and will provide the right level of support. We will prioritize maintaining systems during the move process and preventing system downtime to minimize impacts to City and emergency services.
- ▶ **Community Outreach Support:** We will help the City identify a point person — whether it be one of our staff members or a City representative — who is responsible for community interaction and can help streamline the communication process and support consistent and accurate messaging.

# Schedule

**Tentative Construction Schedule:** We understand the City’s tentative schedule and we have the capacity and availability to staff this project for its entirety.

**Current Workload and Availability:** We understand the City anticipates issuing notice to proceed on this project in March 2024 with construction running through September 2024. Robert and Connor will together provide full-time CM services on the EOC project from notice to proceed through closeout.

Once construction begins on Veterans Memorial Park in fall 2024, Robert will serve as the responsible-in-charge construction manager on the EOC project and continue providing contract administration and project oversight

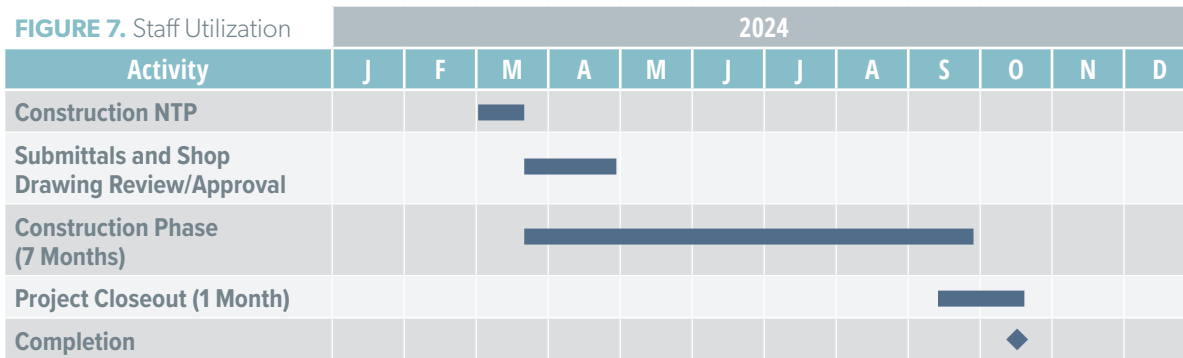
and Connor will serve as the full-time on-site construction manager, coordinating closely with Robert and the City for the remainder of the EOC project through closeout.

Our cost proposal (under separate cover) provides a detailed breakdown of our anticipated level of effort for this project.

## Hours

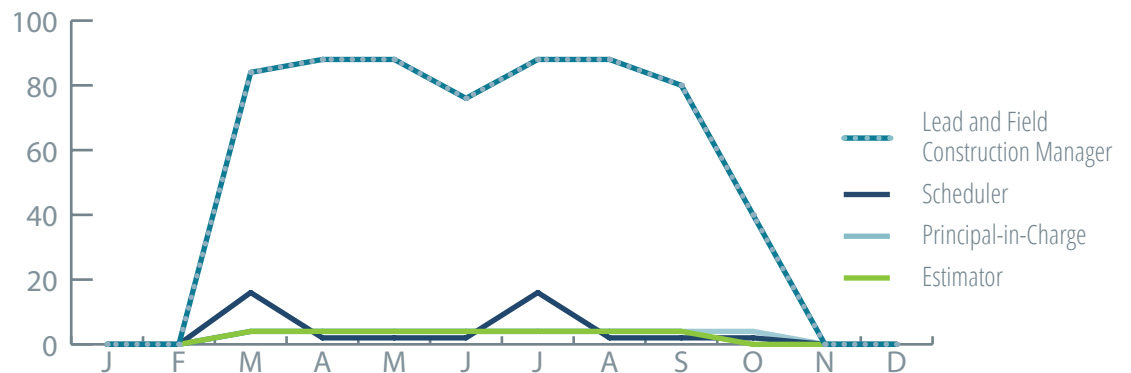
**Figure 7** illustrates our estimate of hours and anticipated level of effort and summarizes the project schedule for the EOC project from kickoff through construction and closeout.

**FIGURE 7.** Staff Utilization



	Staffing Resource (Hours/Month)												Labor Hours
Lead Construction Manager	0	0	84	88	88	76	88	88	80	40	0	0	<b>632</b>
Field Construction Manager	0	0	84	88	88	76	88	88	80	40	0	0	<b>632</b>
Estimating*	0	0	4	4	4	4	4	4	4	0	0	0	<b>28</b>
Scheduling*	0	0	16	2	2	2	16	2	2	2	0	0	<b>44</b>
Principal-in-Charge*	0	0	4	4	4	4	4	4	4	4	0	0	<b>32</b>
													<b>1,368</b>

\* Available as needed





6353 El Camino Real, Suite C  
Carlsbad, CA 92009  
Tel: 619-905-5522  
Fax: 888-638-1504

7 December 2023

**Attn: Janean Hawney**  
Contract Administrator  
City of Carlsbad  
1635 Farady Avenue  
Carlsbad, CA 92008

**Subject: FEE SCHEDULE for City of Carlsbad Emergency Operation Center Construction Management Services**

Dear Ms. Hawney,

In response to the City of Carlsbad's Request for Proposals for Construction Management services for the Emergency Operations Center, below is our fee proposal.

Since the tasks identified in the RFP overlap with each other and many are performed concurrently, our time estimate is broken down instead by project phase.

SchneiderCM's Fee Proposal is based on the scope of work in the proposal and per the estimated number of hours per the staffing plan shown attached:

**Staffing Plan**

- Senior Construction Manager, Robert Polley: (632 man-hours)
  - 50% time during construction (7 months)
  - 50% time during closeout
- Field CM, Connor Markart (632 man-hours)
  - 50% time during construction (7 months)
  - 50% time during closeout
- Estimating:
  - Periodic as needed (28 man-hours)
- Scheduling:
  - Periodic as needed, see resource chart (44 man-hours)
- Principal:
  - Periodic as needed for oversight and problem solving (32 man-hours)

**Fee**

Our fee encompasses all the tasks outlined in the scope of work indicated in the RFP and are summarized by hourly rate as shown on the following page:



6353 El Camino Real, Suite C  
Carlsbad, CA 92009  
Tel: 619-905-5522  
Fax: 888-638-1504

**Fee Calculation**

○ Senior CM: 632 hours x \$185/hr:	\$116,920
○ Field CM: 632 hours x \$165/hr:	\$104,280
○ Estimating: 28 hours x \$165/hr:	\$ 4,620
○ Scheduling: 44 hours x \$165/hr:	\$ 7,260
○ Principal: 32 hours x \$200/hr:	\$ 6,400
<b>TOTAL:</b>	<b>\$239,480</b>

SchneiderCM’s hourly CM rate of \$185/hr is broken down to direct costs of \$113.77/hr with a multiplier of 2.4 (calculated as fee/wage).

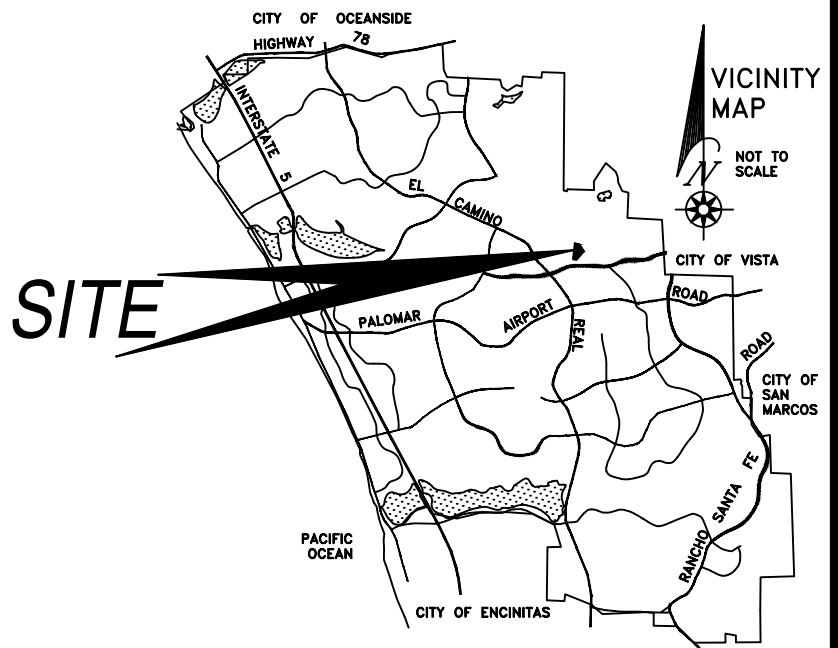
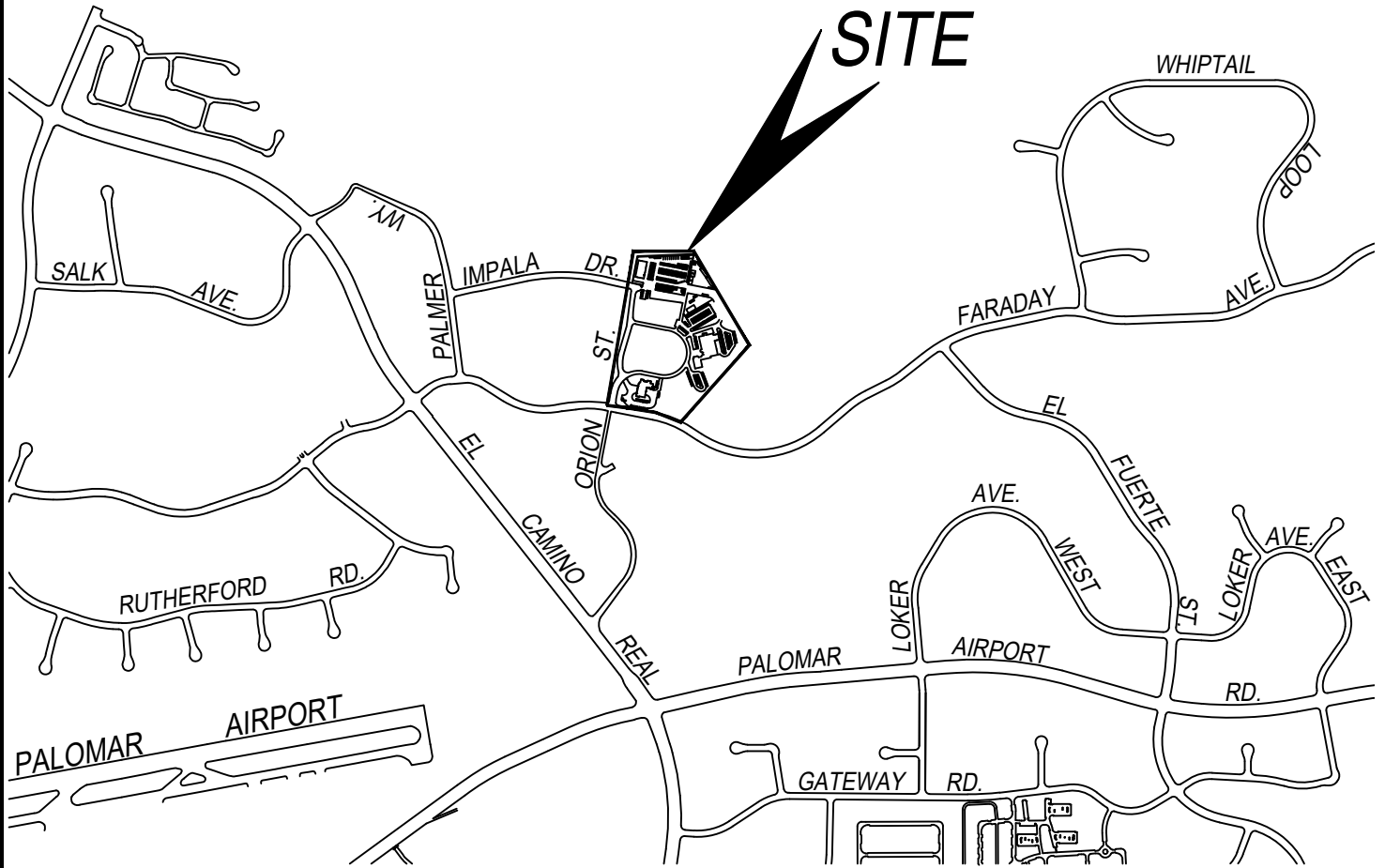
Costs are in dollars per hour and fully burdened (including travel).

Thank you for your consideration. Please contact me on 619-905-5522 if there are any questions or clarifications needed.

Yours Sincerely,

Carl Schneider  
CEO, SchneiderCM, Inc.

# LOCATION MAP



PROJECT NAME

Emergency Operations Center Reconfiguration,  
CIP Project No. 4715



CITY COUNCIL  
**Staff Report**

**Meeting Date:** June 11, 2024

**To:** Mayor and City Council

**From:** Scott Chadwick, City Manager

**Staff Contact:** Tom Frank, Transportation Director/City Engineer  
 tom.frank@carlsbadca.gov, 442-339-2766

**Subject:** Continuation of Proclamation of a Storm-Related Local Emergency for Repair of the Slope Between El Camino Real and Trieste Drive

**District:** 1

**Recommended Action**

Adopt a resolution continuing the proclamation of a storm-related local emergency for repair of the slope between El Camino Real and Trieste Drive.

**Executive Summary**

The atmospheric river in early February 2024 and the winter storm in January 2024 resulted in unexpected slope movement in an area between El Camino Real and Trieste Drive, with the potential to affect nearby property, infrastructure and the environment. Emergency repair of the slope area behind four homes on Trieste Drive is necessary to ameliorate the risk. Exhibit 3 shows the area requiring emergency slope repair.

- The City Manager, in his role as Director of Emergency Services, proclaimed a local emergency on Feb. 14, 2024, as shown in Exhibit 2, to expedite the slope repair.
- On Feb. 15, 2024, the City Council ratified the emergency proclamation so that the repair can continue to be exempted from the city's normal bidding procedures and the necessary repairs can be completed as swiftly as possible.
- The City Council continued the emergency proclamation on Feb. 27, 2024.
- The City Council continued the emergency proclamation again on March 12, 2024, approving the plans for the repair work and authorizing additional appropriations in the amount of \$955,000.
- The City Council continued the emergency proclamation on March 19, 2024, March 26, 2024, April 9, 2024, April 16, 2024, April 23, 2024, May 7, 2024, May 14, 2024, and May 21, 2024.

Staff are now requesting that the City Council continue the emergency proclamation again to complete the work.

Construction projects that cost less than \$200,000 can be awarded by the City Manager using informal bidding procedures under Carlsbad Municipal Code Section 3.28.080 -Construction

Projects, subsections (B) and (H), which implement California Public Contract Code Section 22032.

This project will cost approximately \$3 million. California Public Contract Code Sections 22035 and 22050 and Carlsbad Municipal Code Sections 3.28.110(A) and 3.28.120 provide for an exemption from formal bidding procedures for emergency construction procurements. The emergency proclamation allows the city to use the emergency exemption.

Public Contract Code Section 22050(C)(1) requires the City Council to review the emergency action at every subsequent City Council meeting to determine, by a four-fifths vote, whether there is a need to continue the emergency action.

Staff recommend that the City Council continue the proclamation of the storm-related local emergency again to allow for the swift repair of the slope by approving the resolution provided as Exhibit 1.

### **Explanation & Analysis**

The slope area between El Camino Real and Trieste Drive, generally behind the backyards of four residential properties that front onto Trieste Drive (4215-4245 Trieste Drive), has experienced soil movement. The city has a Capital Improvement Program project (Project No. 6107) to repair the slope. The project was in the 50% design and environmental review stage. However, the severe storm events in January and February created additional fissures in the soil that need to be repaired quickly.

The City Engineer recommended expedited, or emergency, stabilization of the slope while the larger slope repair project proceeds through the design and environmental review and permitting process. The emergency proclamation allows the city to procure a contractor to perform the necessary emergency work to prevent or mitigate loss of, or damage to, property, essential public services and the environment.

Staff and Urban Corps, a city contractor, completed emergency protective measures at a cost of \$5,774, which included removing debris and placing tarps and stakes in the right-of-way.

Upon proclamation of the emergency, Engineering Systems Inc., the city's geotechnical engineering consultant, met with contractors to check on their availability and capabilities to perform the emergency work. Condon-Johnson & Associates, Inc., or Condon-Johnson, initially provided a cost estimate of approximately \$871,000 for the emergency work.

The emergency work was initially intended to address the unexpected slope movement that occurred as a result of the recent atmospheric rivers and storms, not to perform the original scope of work of the Capital Improvement Program project. However, due to recent further slope movement, the city's geotechnical engineering consultant recommended performing the additional final repairs at the same time as the emergency work.

The contractor Condon-Johnson's estimate increased to \$2,443,180 for the total cost, which includes the initial estimate of \$870,990 for installation of 26 emergency shore stability pins in Phase 1, which stabilize the slope, and \$1,572,190 for installation of an additional row of 28 shore stability pins and other more permanent repairs such as grading and re-compaction of the slope within the repair area as well as increased steel, additional two pins for Phase 1 and stabilizing the slope by hydroseeding.



- On March 6, 2024, staff issued a notice to proceed to the contractor to perform the emergency work. The emergency work started on March 12, 2024, and is expected to be completed by June 2024.
- On March 19, 2024, in keeping with CMC Section 15.16.060(B)(2) – Work exempt from grading permit, the City Engineer made the determination to exempt the work from the requirement that the project receive a grading permit.
- On March 19, 2024, the consultant indicated that the number of emergency shore stability pins will increase to 28 instead of the initial 26 that was proposed. This change will be reflected in the as-built drawings.
- On March 19, 2024, the contractor, Condon-Johnson, and the City Manager fully executed the contract in the amount of \$870,990.
- On March 20, 2024, the contractor submitted a change order request in the amount of \$1,572,190 for Phases 2-5. Staff have processed a change order in that amount.

Staff recommend that the City Council continue the emergency proclamation again to complete the emergency work at the slope near El Camino Real and Trieste Drive as swiftly as possible to prevent damage to nearby infrastructure and property.

#### Fiscal Analysis

Funding for the emergency work in the amount of \$3,317,600 will come from the funding in the General Capital Construction Fund for Capital Improvement Program Project No. 6107. Total project cost for the emergency work is \$2,972,852.

<b>Trieste Drive Slope Repair Project Capital Improvement Program Project No. 6107</b>	
Total appropriated funds to date	\$3,317,600
Total expenditures and encumbrances to date	-\$338,974
<b>Total available funding</b>	<b>\$2,978,626</b>
Emergency work (slope repair) – Condon-Johnson & Associates, Inc.	-\$2,443,180
Design and administrative costs – Engineering Systems Inc.	-\$190,250
Construction management – Infrastructure Engineering Corporation	-\$78,320
Special inspection – Leighton Consulting, Inc.	-\$52,050
Environmental monitoring (estimated) – LSA	-\$50,000
Construction contingency balance	-\$159,052
<b>Total estimated emergency Capital Improvement Program project costs</b>	<b>-\$2,972,852</b>
Emergency protective measures – Urban Corps	-\$905
Staff labor and materials costs	-\$4,869
<b>Total estimated emergency protective measures costs</b>	<b>-\$5,774</b>
<b>Additional appropriation needed</b>	<b>\$0</b>

This emergency work may qualify for outside funding. The City Manager sent a letter to the California Governor's Office of Emergency Services on Feb. 22, 2024, requesting any and all state and federal resources including, but not limited to, state assistance through the California Disaster Assistance Act. The state replied and subsequently requested supplemental information on the city's budget and how recent storms impacted it. On Feb. 26, 2024, staff provided the requested supplemental information and the initial damage estimate of \$1,293,774, which has now increased to approximately \$3 million.

On April 4, 2024, staff met with Office of Emergency Services, staff to discuss this emergency project and have provided additional supplemental information. Staff provided Office of Emergency Services staff additional information as requested on April 11, 2024. Staff also met with Office of Emergency Services' staff on April 25, 2024.

### **Next Steps**

The contractor has completed the first two phases of the emergency work and is proceeding with the remainder of the work with an estimated completion date of July 2, 2024. Staff will return to the City Council again on June 18, 2024, to review the emergency action and ask the City Council to determine by a four-fifths vote whether there is a need to continue it.

### **Environmental Evaluation**

The project was determined to be exempt from the California Environmental Quality Act under Sections 15301(d) and 15301(f) of the CEQA Guidelines, which apply to projects for the restoration or rehabilitation of deteriorated or damaged structures, and the addition of safety or health protection devices. None of the exceptions to the exemption applied to the project and a notice of exemption was filed on Jan. 25, 2023.

### **Exhibits**

1. City Council resolution
2. Proclamation of a storm-related local emergency, dated Feb. 14, 2024
3. Location map

**RESOLUTION NO.**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARLSBAD, CALIFORNIA, CONTINUING THE PROCLAMATION OF A STORM-RELATED LOCAL EMERGENCY FOR REPAIR OF THE SLOPE BETWEEN EL CAMINO REAL AND TRIESTE DRIVE

WHEREAS, on Feb. 4, 2024, the Governor of the State of California found that conditions of extreme peril exist in San Diego County and other counties due to the early February 2024 storms caused by the atmospheric river and proclaimed a state of emergency to make additional resources available to local governments, formalize emergency actions, and help the state prepare for the impact of the storms; and

WHEREAS, the City Council empowers the City Manager, as Director of Emergency Services, to proclaim the existence of a local emergency when the city is affected by a public calamity and the City Council is not in session; and

WHEREAS, conditions or threatened conditions of extreme peril to the safety of persons and property have arisen within the City of Carlsbad caused by an unexpected slope movement with potential to affect nearby property, infrastructure and the environment; and

WHEREAS, on Feb. 14, 2024, the City Manager/Director of Emergency Services proclaimed a storm-related local emergency for repair of the slope between El Camino Real and Trieste Drive, generally behind the backyards of four residential properties that front onto Trieste Drive (4215 - 4245 Trieste Drive); and

WHEREAS, Carlsbad Municipal Code, or CMC, Section 3.28.110(A) implements Public Contract Code Section 22035 and provides an exemption from formal bidding procedures for emergency construction procurements, and to use the emergency exemption, CMC Section 3.28.120 and Public Contract Code Section 22050 require a proclamation of a local public emergency by a four-fifths vote of the City Council, or by the City Manager subject to ratification by a four-fifths vote of the City Council at the next City Council meeting; and

WHEREAS, on Feb. 15, 2024, the City Council ratified the proclamation of a local emergency as the emergency proclamation and emergency exemption are appropriate in this instance because the emergency work appears to be caused by unexpected slope movement, which could pose a threat to the public, property, infrastructure and the environment; and

WHEREAS, on Feb. 27, 2024, the City Council continued the emergency proclamation; and

WHEREAS, on March 12, 2024, the City Council continued the emergency proclamation again, approved the plans and authorized additional appropriations in the amount of \$955,000; and

WHEREAS, on March 19, 2024, March 26, 2024, April 9, 2024, April 16, 2024, April 23, 2024, May 7, 2024, May 14, 2024, and May 21, 2024, the City Council continued the emergency proclamation again; and

WHEREAS, on March 19, 2024, the City Engineer made the determination to exempt the work from the requirements of a grading permit, consistent with CMC Section 15.16.060(B)(2); and

WHEREAS, a contractor commenced the emergency work on March 12, 2024, and is expected to complete the work by July 2, 2024; and

WHEREAS, staff request that the City Council continue the emergency proclamation again to enable completion of the work; and

WHEREAS, Public Contract Code Section 22050(c)(1) requires the City Council to review the emergency action at every subsequent City Council meeting to determine, by a four-fifths vote, whether this is a need to continue the emergency action; and

WHEREAS, the project was determined to be exempt from the California Environmental Quality Act, or CEQA, under Section 15301(d) and (f) of the CEQA Guidelines, which applies to projects for restoration or rehabilitation of deteriorated or damaged structures, and the addition of safety or health protection devices; and

WHEREAS, none of the exceptions to the CEQA exemption applied to the project and a Notice of Exemption was filed on Jan. 25, 2023.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carlsbad, California, as follows:

1. That the above recitations are true and correct.
2. That the Proclamation of a Storm-related Local Emergency for repair of the slope near El Camino Real and Trieste Drive is continued.

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Carlsbad on the \_\_\_ day of \_\_\_\_\_, 2024, by the following vote, to wit:

AYES:

NAYS:

ABSTAIN:

ABSENT:

---

KEITH BLACKBURN, Mayor

---

SHERRY FREISINGER, City Clerk  
(SEAL)



# Proclamation of Local Emergency

City Hall  
1200 Carlsbad Village Drive  
Carlsbad, CA 92008

## **FOR STORM-RELATED EMERGENCY PROTECTION ACTIVITIES TO REPAIR A SLOPE BETWEEN EL CAMINO REAL AND TRIESTE DRIVE**

WHEREAS, on February 4, 2024, the Governor of the State of California found that conditions of extreme peril exist in San Diego County and other counties due to the early February 2024 storms caused by a powerful, slow-moving atmospheric river and proclaimed a state of emergency to make additional resources available to local governments, formalize emergency actions and help the state prepare for the impact of the storms; and

WHEREAS, California Government Code Section 8630 allows the City Council or an official designated by ordinance adopted by the City Council, to proclaim a local emergency; and

WHEREAS, the City of Carlsbad's Emergency Services Ordinance, including Carlsbad Municipal Code Section 6.04.100(A)(1), empowers the City Manager, as the City of Carlsbad's Director of Emergency Services, to proclaim the existence of a local emergency, subject to ratification by the City Council, when there exists, or there is threatened to exist, conditions of extreme peril to the safety of persons and property within the City of Carlsbad; and

WHEREAS, in the case of an emergency, California Public Contract Code Section 22050 allows the City Council, or a person delegated the authority by the City Council, to repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services and supplies for those purposes without giving notice for bids to let contract; and

WHEREAS, the repair project was determined to be exempt from the California Environmental Quality Act, or CEQA, under Section 15301 (d) and (f) of the CEQA Guidelines, which applies to projects for restoration or rehabilitation of deteriorated or damaged structures and the addition of safety or health protection devices; and

WHEREAS, none of the exceptions to the CEQA exemption applied to the project and a Notice of Exemption was filed on Jan. 25, 2023; and

WHEREAS, the Director of Emergency Services finds:

1. The National Weather Service issued multiple winter storm warnings, high wind warnings, wind advisories, and flood and flash flood watches throughout the State of California in anticipation of a powerful, slow-moving, atmospheric river in early February.
2. Conditions of extreme peril to the safety of persons and property have arisen within the City of Carlsbad caused by the powerful, slow-moving atmospheric river in early February, requiring immediate action to prevent or mitigate the loss or impairment of life, health, and property.

Local Emergency – REPAIR OF THE SLOPE BETWEEN EL CAMINO REAL AND TRIESTE DRIVE

Page 2

3. Prior to the early February 2024 storms, powerful winter storms that occurred less than a month ago had amplified the impact of local flooding due to the record-breaking amount of rainfall including a severe rainstorm which began on January 22, 2024 (“January Storm”), in all dropping 2 to 3 inches of rain in a three-hour period, a total that exceeds that of an average wet month and rivals the rainfall needed to spur a 100-year flood event.

4. On Jan. 22, 2024, the County of San Diego proclaimed an emergency due to the January Storm, which the county characterized as a thousand-year storm, and which caused drastic flooding and flash flooding in the county.

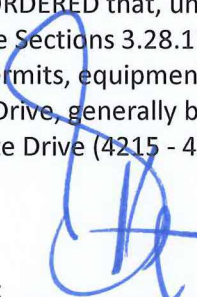
5. The conditions of the early February 2024 storms, in addition to the impacts of the January Storm, created an emergency condition on a slope that is located between El Camino Real and Trieste Drive, generally behind the backyards of four residential properties that front onto Trieste Drive (4215 - 4245 Trieste Drive) causing rapid slope movement and additional fissures in the soil that warrant immediate emergency repair.

6. That the City Council of the City of Carlsbad was not in session and could not be immediately called into session.

NOW, THEREFORE, IT IS PROCLAIMED that, subject to review and ratification by the City Council at its next meeting, a local emergency now exists in the City of Carlsbad, California, on a slope between El Camino Real and Trieste Drive, generally behind the backyards of four residential properties that front onto Trieste Drive (4215 - 4245 Trieste Drive).

IT IS FURTHER PROCLAIMED AND ORDERED that, under California Public Contract Code Section 22050 and Carlsbad Municipal Code Sections 3.28.110(A) and 3.28.120, city staff may proceed at once to obtain the necessary permits, equipment, services, and supplies to repair the slope between El Camino Real and Trieste Drive, generally behind the backyards of four residential properties that front onto Trieste Drive (4215 - 4245 Trieste Drive), without giving notice for bids to let contracts.

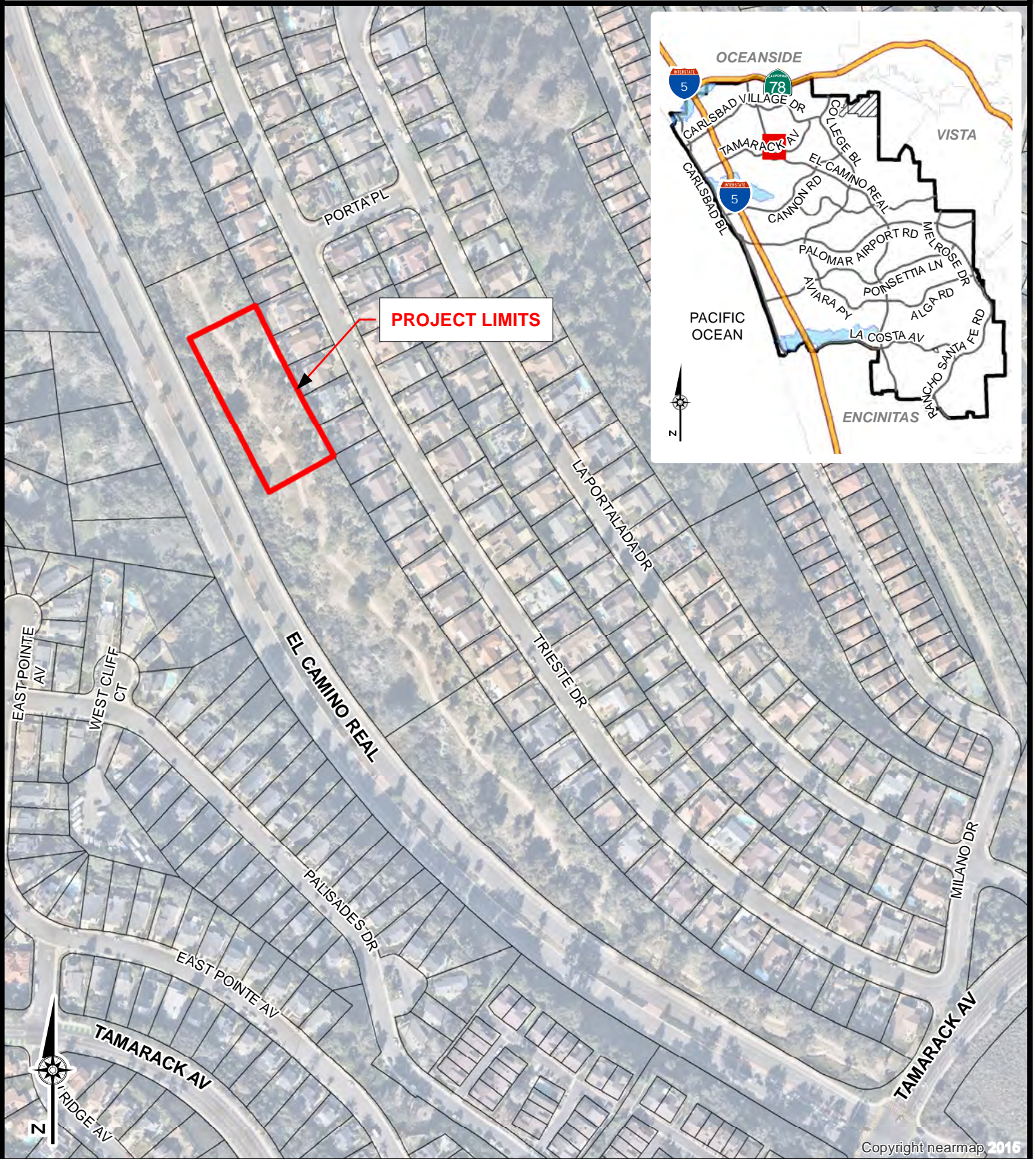
Dated: 14 FEB 24

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

SCOTT CHADWICK  
City Manager/Director of Emergency Services

# LOCATION MAP

Exhibit 3



## *TRIESTE DRIVE SLOPE REPAIR PROJECT*

PROJECT  
NUMBER  
6107

EXHIBIT  
**3**





CITY COUNCIL  
**Staff Report**

**Meeting Date:** June 11, 2024

**To:** Mayor and City Council

**From:** Scott Chadwick, City Manager

**Staff Contact:** Tom Frank, Transportation Director/City Engineer  
 tom.frank@carlsbadca.gov, 442-339-2766  
 Nathan Schmidt, Transportation Planning & Mobility Manager  
 nathan.schmidt@carlsbadca.gov, 442-339-2734

**Subject:** Removing the College Boulevard and Palomar Airport Road Improvements Project from the Capital Improvement Program and the Associated Level of Service Deficiency Declaration and Revising the Melrose Drive and Palomar Airport Road Improvements Project's Scope of Work

**District:** 2

**Recommended Actions**

1. Hold a public hearing; and
2. Adopt a resolution authorizing removal of the Growth Management Plan Vehicular Level of Service Deficiency Declaration for the street facility of College Boulevard and Palomar Airport Road and the Associated Project No. 6028 from the Capital Improvement Program, revising the scope of work of the Melrose Drive and Palomar Airport Road Improvements, Capital Improvement Program Project No. 6034 and adopting related California Environmental Quality Act findings.

**Executive Summary**

Carlsbad's Growth Management Plan establishes specific standards for the performance of the city's streets, and a monitoring process to identify deficiencies. Some of the street projects in the city's Capital Improvement Program were intended to address these deficiencies to maintain the level of service called for in the Growth Management Plan.

This item provides an update on two Capital Improvement Program projects that were intended to improve two street facilities that were first identified as deficient in the fiscal year 2017-18 Annual Growth Management Plan Monitoring Report.

One project, College Boulevard and Palomar Airport Road Improvements, Project No. 6028, is now no longer needed because this street facility<sup>1</sup> no longer operates at a deficient vehicle

---

<sup>1</sup> A street facility refers to all the features of a roadway, including not just traffic lanes but sidewalks, traffic lights and medians.

level of service. Staff are recommending the City Council remove this project from the Capital Improvement Program.

Another Capital Improvement Program project, Melrose Drive and Palomar Airport Road Improvements, Project No. 6034, has been determined to be inadequate to remedy the deficiencies on these street segments. Staff are recommending the City Council revise the scope of work of this project, setting the lane width at 11 feet and making other changes detailed below.

These proposed changes will save the city more than \$1 million in construction costs. The City Council previously approved these projects, so its approval is required to make these changes.

### Explanation & Analysis

#### **Performance standards**

Each year, staff collect monitoring data associated with the performance standards in the General Plan Mobility Element including vehicle traffic data, to determine if the performance standards are being met, including the city’s circulation performance standard, basically a measure of how traffic flows around the city. This analysis identifies street facilities that are deficient in meeting the circulation performance and level of service standards.

The roadway level of service scoring is similar to report card grades. The table below provides descriptions of the typical traffic conditions associated with each level of service grade, based upon the most recent version of California’s Highway Capacity Manual, the fundamental reference for analyzing the performance of roadways.

<b>Level of service</b>	<b>General operating conditions</b>
A	Free flow where traffic moves smoothly at or above the speed limit
B	Reasonably free flow, but speeds beginning to be slowed by traffic conditions
C	Stable flow, but speeds start to be affected by higher traffic volumes
D	Approaching unstable flow; speeds are noticeably slower, maneuverability is more restricted, but there’s not constant stop-and-go traffic
E	Unstable flow; speeds are much slower, and intermittent stop-and-go traffic is likely
F	Forced or breakdown flow; unacceptable congestion; stop-and-go, frequent long delays and low speeds

When a street segment has a level of service of E or below, the city must identify an improvement project that would improve the vehicular level of service deficiency to a service grade of D or better, or exempt the segment from the standards.

A policy in the Mobility Element, the section of the city’s General Plan that covers transportation, gives the City Council the authority to determine a street has been built out, that is, fully developed, and exempt from the level of service standards when certain criteria are met. (Mobility Element Policy 3-P.9, Exhibit 2)

**College Boulevard and Palomar Airport Road Improvements, Project No. 6028**

The Growth Management Plan monitoring report for fiscal year 2017-18 determined the southbound segment of College Boulevard, from Aston Avenue to Palomar Airport Road, was operating at level of service of F during the afternoon, or PM, peak hour. It was therefore declared deficient by the City Council on Dec. 17, 2019. (Resolution No. 2019-270, Exhibit 5)

The City Council also prioritized Capital Improvement Program Project No. 6028, which included the addition of a second southbound through lane on College Boulevard, to remedy the deficiency and improve operating conditions to a level of service of B during the PM peak hour.

Staff have continued to monitor the segment since then. Beginning in the fiscal year Growth Management Plan monitoring report for FY 2020-21, data show this segment has been operating at an acceptable level of service of B during both the previously problematic PM peak hour and during the morning, or AM, peak hour. This improvement in level of service is attributed to a reduction in traffic volumes along College Boulevard since 2018, as shown the following table.

<b>Historic average daily traffic volumes and level of service results for southbound College Boulevard between Aston Place and Palomar Airport Road</b>						
<b>Fiscal year</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20*</b>	<b>2020-21</b>	<b>2021-22</b>	<b>2022-23</b>
<b>Average daily traffic volume</b>	14,214	16,142	6,235	11,590	13,849	13,268
<b>Northbound level of service (AM, PM)</b>	B, F	B, A	A, A	A, A	B, A	B, A
<b>Southbound level of service (AM, PM)</b>	B, F	B, F	B, B	B, B	B, B	B, B

\*Growth Management Plan monitoring was not conducted in 2021 due to the COVID-19 pandemic. The recorded traffic volumes are provided for reference only

Factors contributing to this reduction may include changes in local traffic patterns, less pronounced peaks of traffic volumes during the busiest times of day and long-term shifts to telecommuting and flexible schedules, all of which have contributed to reduced traffic volumes at this location. Consequently, the declaration that the vehicular level of service on this street segment is deficient that the City Council approved in 2019 is no longer applicable.

Since this segment has consistently maintained an acceptable level of service B during both the AM and PM peak hours for the last three annual monitoring cycles, construction of the work to be done under Capital Improvement Program Project No. 6028 is no longer necessary, and staff

recommend its removal from the Capital Improvement Program, and the express removal of the deficiency declaration.

Staff will continue to monitor this segment in future Growth Management Plan monitoring reports. If a future level of service deficiency is identified, staff will return to the City Council with additional recommendations.

### **Melrose Drive and Palomar Airport Road Improvements, Project No. 6034**

The City Council determined the southbound segment of Melrose Drive from the city's border with Vista to Palomar Airport Road was deficient, built-out and exempt from the LOS performance standard required by the Growth Management Plan on Dec. 17, 2019 (Resolution No. 2019-270, Exhibit 5) At this meeting, the City Council directed staff to expedite Capital Improvement Program Project No. 6034 to partially address the identified vehicular level of service performance standard deficiency and improve traffic operations in this segment, though the lane width was not defined by City Council Resolution 2019-270. (The City Council also waived the right-of-way open space boundary adjustment requirement contained in General Plan Open Space Element Policy 4-P.6.)

This project would have added a third southbound through lane on Melrose Drive approaching the intersection with Palomar Airport Road. While the implementation of this project was, at the time, intended to improve the deficient roadway facility operations from a level of service of F to E during both peak hours, the facility would still not meet the level of service D performance standard, and would remain deficient after completion of the project.

Staff are now recommending:

- Eliminating the road widening
- Revising the project's existing vehicle lane widths to a maximum of 11-foot-wide to better balance the mobility needs of the roadway.
- Improving the traffic signal to including and additional right-turn overlap to improve efficiency at the intersection. (A right-turn overlap is when drivers who are turning right get their own green arrow light while other traffic movements are happening, which improves the overall efficiency of the intersection and helps to reduce delay for vehicle drivers.)

Modifying the project with these changes is consistent with General Plan Mobility Element Policy 3-P.9b because the proposed improvements support the core values of the Carlsbad Community Vision. Specifically, the core values of walking, biking, public transportation, and connectivity, which emphasize, increasing travel options "through enhanced walking, bicycling, and public transportation systems [and to] enhance mobility through increased connectivity and intelligent transportation management."

The lane width and signal modifications will reduce the cost of the project because the roadway will not need to be widened. Widening Melrose Drive would hinder mobility for pedestrians and bicyclists by increasing crossing distances and exposure to vehicles. Additionally, wider roads can lead to higher vehicle speeds and reduced visibility for pedestrians and cyclists, making crossings more dangerous and challenging.

To further evaluate the proposed project revisions in terms of traffic operations and vehicle delay, staff conducted a detailed intersection level of service analysis, following the

methodology detailed in the latest edition of the Highway Capacity Manual. This analysis assessed the impact of the work to be done would have on traffic operations at the intersection of Melrose Drive and Palomar Airport Road.

The table below compares the intersection level of service between the existing conditions, with implementation of the original Project No. 6034 improvements and with implementation of the revised project improvements.

**Melrose Drive/Palomar Airport Road intersection operations summary**

	AM Peak Hour		PM Peak Hour	
	Level of service <sup>1</sup>	Delay (seconds per vehicle) <sup>2</sup>	Level of service <sup>1</sup>	Delay (seconds per vehicle) <sup>2</sup>
<b>Existing conditions</b>	E	66.2	D	47.8
<b>Original Project No. 6034 improvements</b>	E	65.7	D	47.4
<b>Revised Project No. 6034 improvements</b>	E	66	D	47.6

1) Level of service ratings based on methodology in Highway Capacity Manual 6<sup>th</sup> Edition (2016)

2) Red indicates deficient level of service. Count data collected November 2022

The intersection analysis shows that this intersection currently operates at a level of service of E during the AM peak hour and a level of service of D during the PM peak hour. With implementation of the original Project No. 6034, the intersection would still operate at a deficient level of service E during the AM peak hour and level of service D during the PM peak hour, with traffic delay improving by less than one second in each peak hour. Additionally, implementation of the revised project improvements including the right-turn overlap at the eastbound right turn lane on Palomar Airport Road would result in a similar slight improvement of level of service operations at the intersection.

Adding a "free right-turn" signal to the eastbound approach on Palomar Airport Road signal allows drivers to turn right more often. This can improve overall traffic operations because it reduces the number of vehicles waiting at the light, making the intersection more efficient. When right-turning vehicles move more freely, it also helps reduce backups and delays for other directions of traffic.

For example, if the eastbound approach has a free right-turn signal, cars can turn right even when traffic in the through-lanes are stopped by a red light. This reduces congestion in the eastbound lane, allowing more cars to move through the intersection during each cycle. As a result, other legs of the intersection, like the southbound direction, can experience improvements too, because there is less overall congestion and more efficient traffic flow.

Based on the updated analysis of the Melrose Drive and Palomar Airport Road intersection, staff recommend implementing a right-turn overlap phase to the eastbound right-turn lane. The new right-turn overlap on the eastbound approach of Palomar Airport Road from southbound Melrose Drive is expected to improve overall traffic delay by 0.2 seconds. In

addition, staff will continue to monitor this segment as part of the annual Growth Management Plan monitoring program.

The proposed revised scope of work for Project No. 6034 will significantly reduce construction costs by eliminating the need for roadway widening. Instead, the project can be accomplished with roadway restriping and signal improvements, which can be implemented more quickly and at a lower cost.

### **Traffic Safety & Mobility Commission recommendation**

Staff presented an informational update on these two Capital Improvement Program projects on Aug. 7, 2023. That staff report is provided as Exhibit 3.

Staff presented another update to the Commission on June 3, 2024. The commission voted to support staff's recommendation. Exhibit 4 is the draft minutes of that meeting.

### **Public notification**

A 10-day public notice period was provided for the public hearing. The city published notice of this hearing on May 31. That notice is provided as Exhibit 6.

### **Fiscal Analysis**

The approximate construction phase cost estimates and remaining budget for the two projects are as follows:

<b>College Avenue and Palomar Airport Road, Project No. 6028</b>	
Estimated construction phase	\$1,618,500
Current remaining budget	\$735,000
<b>Melrose Drive and Palomar Airport Road, Project No. 6034</b>	
Estimated construction phase	\$1,140,000
Revised scope estimated construction phase	-\$150,000
Reduction in estimated construction cost	\$990,000
Current remaining budget	\$728,000

Removing Project No. 6028 from the Capital Improvement Program and rescoping Project No. 6034 will reduce the estimated construction costs by over \$2 million. The current appropriated remaining budget with the proposed actions is approximately \$1.3 million, which will be returned to the city's traffic impact fee fund to be used for other projects.

### **Next Steps**

If the City Council approves staff's recommendations, the remaining balance of funds for the proposed actions will be transferred back to the Traffic Impact Fee Fund to be used for other priority projects. Project No. 6034, at Melrose Drive and Palomar Airport Road, will be implemented based on City Council direction.

### **Environmental Evaluation**

The City Council is also being asked to approve the following environmental findings. As discussed in Resolution No. 2019-270, the city previously determined that:

- 1) Exempting street facilities and intersections from the Growth Management Plan circulation level of service vehicle performance standard is a subsequent activity of the

General Plan Mobility Element for which Programmatic Environmental Impact Report, or program EIR, 13-02 was prepared.

- 2) A notice for the activity has been given, which includes statements that this activity is within the scope of the program approved earlier, and that program EIR 13-02 adequately describes the activity for the purposes of California Environmental Quality Act Sections 15168(c)(2) and (e).
- 3) That the proposal to exempt certain sections of El Camino Real and College Boulevard has no new significant environmental effect that was not analyzed as significant in program EIR 13-02.
- 4) None of the circumstances requiring a subsequent or a supplemental EIR under CEQA Guidelines Sections 15162 or 15163 exist.

This action to remove a project from the Capital Improvement Program and revise the scope of work of another project does not constitute a project within the meaning of the CEQA under Public Resources Code Section 21065 in that it has no potential to cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

The city further finds that such actions are subject to CEQA exemptions, including but not limited to the commonsense exemption under CEQA Guidelines Section 15061(b)(3).

The city further finds that there is no reasonable possibility that these modifications will have a significant effect on the environment due to unusual circumstances, and further finds that there are no usual circumstances. Numerous roadways have 11-foot through lanes including Palomar Airport Road, College Boulevard and El Camino Real. Public agencies routinely adjust signal timing such as when the city adjusted signal timing during the local traffic safety emergency in 2022-2023 or recently at the intersection of El Camino Real and La Costa Avenue where the traffic signal timing was changed to allow eastbound left turns and straight-through movements to happen together.

#### Exhibits

1. City Council resolution
2. General Plan Mobility Element Policy 3-P.9
3. [Traffic & Mobility Commission Aug. 7, 2023, staff report](#) (on file in the Office of the City Clerk)
4. Traffic Safety & Mobility Commission draft June 3, 2024, minutes
5. City Council Resolution No. 2019-270
6. Notice of public hearing published on May 28, 2024

**RESOLUTION NO.**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARLSBAD, CALIFORNIA, AUTHORIZING REMOVAL OF THE GROWTH MANAGEMENT PLAN VEHICULAR LEVEL OF SERVICE DEFICIENCY DECLARATION FOR THE STREET FACILITY OF COLLEGE BOULEVARD AND PALOMAR AIRPORT ROAD AND THE ASSOCIATED PROJECT NO. 6028 FROM THE CAPITAL IMPROVEMENT PROGRAM, REVISING THE SCOPE OF WORK OF THE MELROSE DRIVE AND PALOMAR AIRPORT ROAD IMPROVEMENTS, CAPITAL IMPROVEMENT PROGRAM PROJECT NO. 6034 AND ADOPTING RELATED CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS

WHEREAS, the fiscal year, or FY, 2017-18 Annual Growth Management Plan Monitoring Report identified the following two street facilities as not meeting the level of service D performance standard and that roadway improvements and/or exemptions from the performance standard can fully address the deficiencies on southbound College Boulevard from Aston Avenue to Palomar Airport Road, and southbound Melrose Drive from Vista city limits to Palomar Airport Road; and

WHEREAS, the southbound segment of College Boulevard, extending from Aston Avenue to Palomar Airport Road, was previously determined to be deficient by the City Council on Dec. 17, 2019, as part of the FY 2017-18 Growth Management Plan Monitoring Report, Resolution No. 2019-270; and

WHEREAS, in response to this deficiency, the City Council directed staff to expedite the roadway improvements under existing Capital Improvement Program Project No. 6028 to address the identified level of service performance standard deficiency; and

WHEREAS, the southbound segment of College Boulevard between Aston Avenue and Palomar Airport Road has consistently maintained an acceptable level of service during both the morning, or AM, and afternoon, or PM, peak hours for the last three annual monitoring cycles; therefore, construction of the previously identified Capital Improvement Program Project No. 6028 is no longer necessary; and

WHEREAS, on Dec. 17, 2019, the City Council determined southbound Melrose Drive from Vista city limits to Palomar Airport Road to be deficient, built-out and exempt from the level of service performance standard for the vehicle mode of travel under General Plan Mobility Element Policy 3-P.9 (d), as the construction of the existing Capital Improvement Program Project No. 6034 will only partially address the level of service deficiency and additional roadway improvements to fully address the deficiency would require more than three through travel lanes in each direction, such that future development which adds vehicle traffic to these exempt street facilities shall implement Traffic



Demand Management and Transportation System Management strategies in accordance with General Plan Mobility Element Policy 3-P.11; and

WHEREAS, a notice of public hearing was published on May 31, 2024; and

WHEREAS, staff recommend revising the scope of Capital Improvement Program Project No. 6034 to (1) ensure appropriate lane widths of 11 feet that optimally balance the mobility requirements of the roadway and (2) to adjust the efficiency of traffic signal timing at the intersection of Melrose Drive and Palomar Airport Road, including improvements to right-turn overlaps; and

WHEREAS, the intersection level of service analysis shows that the intersection of Melrose Drive and Palomar Airport Road currently operates at level of service E during the AM peak hour and level of service D during the PM peak hour; and

WHEREAS, with implementation of the original Capital Improvement Program Project No. 6034, the intersection would still operate at a deficient level of service E during the AM peak hour and level of service D during the PM peak hour, with traffic delay improving by less than one second in each peak hour; and

WHEREAS, the revised Capital Improvement Program Project No. 6034 will reduce funding requirements by eliminating the need for roadway widening; and

WHEREAS, the proposed revisions to Project No. 6034 align with General Plan Mobility Element Policy 3-P.9 and the core values of the Carlsbad Community Vision. Not widening the southbound Melrose Drive approach to Palomar Airport Road will significantly enhance mobility and connectivity for pedestrians and bicyclists by maintaining shorter crossing distances and reducing their exposure to vehicles; and

WHEREAS, additionally, keeping the road narrower helps control vehicle speeds, improves visibility of pedestrians and cyclists, and enhances overall safety and ease of crossing the intersection, and this approach promotes a safer and more pedestrian-friendly environment; and

WHEREAS, instead, the project can be accomplished with roadway restriping and signal timing changes, which can be implemented more quickly and at a lower cost; and

WHEREAS, as discussed in Resolution No. 2019-270, the city previously determined that: 1) exempting street facilities and intersections from the Growth Management Plan circulation level of service D vehicle performance standard is a subsequent activity of the General Plan Mobility Element for which Programmatic Environmental Impact Report, or program EIR, 13-02 was prepared; 2) a notice

for the activity has been given, which includes statements that this activity is within the scope of the program approved earlier, and that program EIR 13-02 adequately describes the activity for the purposes of the California Environmental Quality Act, or CEQA, Section 15168(c)(2) and (e); 3) that the proposal to exempt certain sections of El Camino Real and College Boulevard has no new significant environmental effect that was not analyzed as significant in program EIR 13-02; and 4) none of the circumstances requiring a subsequent or a supplemental EIR under CEQA Guidelines Sections 15162 or 15163 exist. This action to remove a project from the Capital Improvement Program and revise the scope of work of another Capital Improvement Program project does not constitute a project within the meaning of CEQA under Public Resources Code Section 21065 in that it has no potential to cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. The city further finds that such actions are subject to CEQA exemptions, including but not limited to the commonsense exemption under CEQA Guidelines Section 15061(b)(3). The city further finds that there is no reasonable possibility that these modifications will have a significant effect on the environment due to unusual circumstances, and further finds that there are no usual circumstances. Numerous roadways have 11-foot through lanes including Palomar Airport Road, College Boulevard and El Camino Real. Public agencies routinely adjust signal timing such as when the city adjusted signal timing during the local traffic safety emergency in 2022-2023 or recently at the intersection of El Camino Real and La Costa Avenue where the traffic signal timing was changed to allow eastbound left turns and straight-through movements to happen together.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carlsbad, California, as follows:

1. That the above recitations are true and correct and incorporated herein by reference.
2. That the City Council hereby rescinds the deficiency declaration at southbound College Boulevard, extending from Aston Avenue to Palomar Airport Road, contained in Resolution No. 2019-270, as well as any subsequent findings. While formal rescission allows the city to better track vehicular level of service conditions, the City Council finds that the city's policies and regulations, including but not limited to Proposition E, Section (A)(2), Mobility Element Policy 3-P.9 and Carlsbad Municipal Code Section 21.90.130(d), do not require formal rescission of such deficiency declarations where the factual

information contained in the annual monitoring reports indicates vehicular level of service conditions meet the criteria identified in Mobility Element Policy 3-P.4.

3. That the City Council hereby removes Capital Improvement Program Project No. 6028, the College Boulevard and Palomar Airport Road Improvements, from the city's Capital Improvement Program, as the southbound segment of College Boulevard between Aston Avenue and Palomar Airport Road has consistently maintained an acceptable level of service during both the AM and PM peak hours for the last three annual monitoring cycles and construction of the previously identified Capital Improvement Program Project No. 6028 is no longer necessary.
3. That the City Council authorizes revising the project scope of work of Capital Improvement Program Project No. 6034, the Melrose Drive and Palomar Airport Road Improvements, (1) to reduce the existing travel lane widths to 11-foot-wide-lanes to best balance the mobility needs of the roadway and (2) adjust traffic signal timing improvements including right-turn overlap at the eastbound approach of Palomar Airport Road to improve operations at the intersection. Consistent with existing authority, city staff may modify these signal timing improvements without subsequent City Council action.
4. That the revised Capital Improvement Program Project No. 6034 will reduce funding requirements by eliminating the need for roadway widening and improve the level of service from the existing condition.

PASSED, APPROVED, AND ADOPTED at a Regular Meeting of the City Council of the City of Carlsbad on the \_\_\_ day of \_\_\_\_\_, 2024, by the following vote, to wit:

AYES:

NAYS:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
KEITH BLACKBURN, Mayor

\_\_\_\_\_  
SHERRY FREISINGER, City Clerk  
(SEAL)

- 3-P.5** Require developers to construct or pay their fair share toward improvements for all travel modes consistent with this Mobility Element, the Growth Management Plan, and specific impacts associated with their development.
- 3-P.6** Require future development projects, which are determined during site-specific environmental review to have a significant impact on freeway facilities (I-5 and SR-78), to implement a freeway traffic mitigation program approved by the city that will avoid, reduce or offset the increase in freeway traffic directly attributable to the proposed project. The mitigation program may include, but is not limited to, payment of a fair share fee to Caltrans for necessary improvements to affected freeway facilities or to NCTD or such other transit agency for improvement of public transit on affected freeways, or such other activities as will avoid, reduce or offset the project's significant impacts on freeway facilities.
- 3-P.7** Encourage Caltrans to identify and construct necessary improvements to improve service levels on Interstate-5 and State Route 78.
- 3-P.8** Utilize transportation demand management strategies, non-automotive enhancements (bicycle, pedestrian, transit, train, trails, and connectivity), and traffic signal management techniques as long-term transportation solutions and traffic mitigation measures to carry out the Carlsbad Community Vision.
- 3-P.9** Develop and maintain a list of street facilities where specified modes of travel are exempt from the LOS standard (LOS exempt street facilities), as approved by the City Council. For LOS exempt street facilities, the city will not implement improvements to maintain the LOS standard outlined in Policy 3-P.4 if such improvements are beyond what is identified as appropriate at build out of the General Plan. In the case of street facilities where the vehicle mode of travel is exempt from the LOS standard, other non-vehicle capacity-building improvements will be required to improve mobility through implementation of transportation demand and transportation system management measures as outlined in Policy 3-P.11, to the extent feasible, and/or to implement the livable streets goals and policies of this Mobility Element. Evaluate the list of exempt street facilities, as part of the Growth Management monitoring program, to determine if such exemptions are still warranted.

To exempt the vehicle mode of travel from the LOS standard at a particular street intersection or segment, the intersection or street segment must be identified as built-out by the City Council because:

- a. acquiring the rights of way is not feasible; or
- b. the proposed improvements would significantly impact the environment in an unacceptable way and mitigation would not contribute to the nine core values of the Carlsbad Community Vision; or

- c. the proposed improvements would result in unacceptable impacts to other community values or General Plan policies; or
- d. the proposed improvements would require more than three through travel lanes in each direction.

**3-P.10** Allow the following street facilities to be exempt from the vehicle LOS standard identified in Policy 3-P.4, subject to the requirements described in Policy 3-P.9.

- La Costa Avenue between Interstate-5 and El Camino Real
- El Camino Real between Palomar Airport Road and La Costa Avenue
- Palomar Airport Road between Interstate-5 and College Boulevard
- Palomar Airport Road between El Camino Real and Melrose Drive

**3-P.11** Require new development that adds vehicle traffic to street facilities that are exempt from the vehicle LOS standard (consistent with 3-P.9) to implement:

- a. Transportation demand management strategies that reduce the reliance on single-occupant automobile and assist in achieving the city’s livable streets vision.
- b. Transportation system management strategies that improve traffic signal coordination and improve transit service.

**3-P.12** Update the Citywide Facilities and Improvements Plan to ensure consistency with the General Plan. This includes updating the circulation LOS standards methodologies to reflect a more balanced/ multi-modal approach.

**3-P.13** Use public outreach to educate and encourage alternative modes of travel and inform the community about the benefits of participation in new programs, approaches and strategies that support Mobility Element goals and policies.

**3-P.14** Require performance measures tied to transportation facilities and services to comply with the Climate Action Plan and other state regulations and policies.

### Street Design and Connectivity

**3-P.15** Evaluate methods and transportation facility improvements to promote biking, walking, safer street crossings, and attractive streetscapes. The City Council shall have the sole discretion to approve any such road diet or vehicle traffic calming improvements that would reduce vehicle capacity to or below a LOS D; this also applies to streets where the vehicle is not subject to the MMLOS standard as specified in Table 3-1.

**3-P.16** Design new streets, and explore funding opportunities for existing streets, to minimize traffic volumes and/or speed, as appropriate, within residential neighborhoods without compromising connectivity for emergency first responders, bicycles, and pedestrians consistent with the city’s Carlsbad Active Transportation Strategies. This should be accomplished through management and

[Traffic & Mobility Commission Aug. 7, 2023, Staff Report](#)  
(on file in the Office of the City Clerk)



TRAFFIC SAFETY & MOBILITY COMMISSION

# Minutes

Council Chamber  
1200 Carlsbad Village Drive  
Carlsbad, CA 92008

June 3, 2024, 4 p.m.

**CALL TO ORDER:** 4:01 p.m.

**ROLL CALL:** Coelho, Fowler, Penseyres, Newlands and Kohl.  
Absent: Proulx

**PLEDGE OF ALLEGIANCE:** Chair Coelho led the Pledge of Allegiance.

**APPROVAL OF MINUTES:**

Minutes of Regular Meeting held on May 6, 2024.

Motion by Commissioner Penseyres, seconded by Vice Chair Fowler to approve the minutes of the Regular Meeting held on May 6, 2024, with the amendment to Page 1, Item 2, of the minutes to reflect that Commission Penseyres inquired regarding sharrows and Transportation Director Frank confirmed that sharrows will be installed. Motion carried, 4/0/1/1 (Newlands – Abstain; Proulx – Absent).

*Commissioner Proulx joined the meeting at 4:05 p.m.*

**PUBLIC COMMENT:** None.

**CONSENT CALENDAR:** None.

**DEPARTMENTAL REPORTS:**

- RESTRICTING OVERNIGHT PARKING ON BABILONIA STREET**– Introduce an ordinance restricting overnight parking for approximately 500 feet along Babilonia Street, from the south property line of 7151 Babilonia Street to the north property line of 7233 Babilonia Street. (Staff Contact: Lieutenant Alonso DeVelasco, Police Department).

**Staff’s Recommendation:** Support staff’s recommendation.

Lieutenant Alonso DeVelasco presented the report and reviewed a PowerPoint presentation (on file in the Office of the City Clerk).

The Commission received the PowerPoint presentation by Lieutenant DeVelasco.

*Scott Masters spoke in favor of restricting overnight parking on Babilonia Street and suggested that staff consider restricting the west side specifically.*

Motion by Commissioner Proulx, seconded by Commissioner Kohl to support staff’s recommendation, Option 2 - Add Section 10.40.303 to the Carlsbad Municipal Code to establish



no parking zones between 11 p.m. and 5 a.m. on both east and west curb lines of Babilonia Street for 500 feet from the south property line of 7151 Babilonia Street to the north property line of 7233 Babilonia Street. Motion carried, 6/0.

2. AVENIDA ENCINAS COASTAL RAIL TRAIL AND PEDESTRIAN IMPROVEMENTS – SEGMENT 3 –

1) Receive a presentation and provide input on the preliminary design of the Avenida Encinas Coastal Rail Trail and Pedestrian Improvements – Segment 3 Capital Improvement Project No. 6004; and

2) Receive input from the community. (Staff Contact: Brandon Miles and Hossein Ajideh, Public Works Department).

**Staff's Recommendation:** Receive the presentation and provide feedback.

Engineering Manager Hossein Ajideh and Associate Engineer Brandon Miles presented the report and reviewed a PowerPoint presentation (on file in the Office of the City Clerk).

The Commission received the presentation by Engineering Manager Ajideh and Associate Engineer Miles.

3. FISCAL YEAR 2022-23 GROWTH MANAGEMENT PLAN/GENERAL PLAN ANNUAL MONITORING REPORT CIRCULATION SECTION: ROADWAY LEVEL OF SERVICE ANALYSIS – Support staff's recommendation to the City Council to receive and file the Growth Management Plan/General Plan Annual Monitoring Report Circulation Section, prepared pursuant to Carlsbad Municipal Code, § 21.90.130(d) and Gov. Code § 65400. (Staff Contact: Nathan Schmidt, Public Works Department).

**Staff's Recommendation:** Support staff's recommendation.

Transportation Planning & Mobility Manager Nathan Schmidt and Associate Engineer Nick Gorman presented the report and reviewed a PowerPoint presentation (on file in the Office of the City Clerk).

The Commission received the presentation by Transportation Planning & Mobility Manager Schmidt and Associate Engineer Gorman.

In response to Commissioner Newlands' inquiry regarding a former Commission member's comment, Transportation Planning & Mobility Manager Schmidt explained it is the city's standard practice not to comment on pending litigation. In this case, the Superior Court ultimately found in the city's favor. However, because the case is currently the subject of an appeal, staff will not comment further.

Motion by Commissioner Kohl, seconded by Commissioner Proulx to support staff's recommendation to the City Council to receive and file the Growth Management Plan/General Plan Annual Monitoring Report Circulation Section, prepared pursuant to Carlsbad Municipal Code, § 21.90.130(d) and Gov. Code § 65400. Motion carried, 6/0.

4. REMOVING THE COLLEGE BOULEVARD AND PALOMAR AIRPORT ROAD IMPROVEMENTS PROJECT FROM THE CAPITAL IMPROVEMENT PROGRAM AND THE ASSOCIATED LEVEL OF SERVICE DEFICIENCY DECLARATION AND REVISING THE MELROSE DRIVE AND PALOMAR AIRPORT ROAD IMPROVEMENTS PROJECT SCOPE OF WORK – Receive a report and make a recommendation to the City Council to adopt a resolution authorizing:
- 1) Removal of College Boulevard and Palomar Airport Road Growth Management Plan Vehicular Level of Service Deficiency Declaration and removal of the Associated Improvements Project No. 6028 from the Capital Improvement Program; and
  - 2) Revising the scope of work of the Melrose Drive and Palomar Airport Road Improvements, Capital Improvement Program, Project No. 6034. (Staff Contact: Tom Frank and Nathan Schmidt, Public Works Department).

**Staff's Recommendation:** Support staff's recommendation.

Transportation Director/City Engineer Tom Frank and Transportation Planning & Mobility Manager Nathan Schmidt presented the report and reviewed a PowerPoint presentation (on file in the Office of the City Clerk).

The Commission received the presentation by Transportation Director/City Engineer Frank and Transportation Planning & Mobility Manager Schmidt.

Commissioner Penseyres' recommended considering options to make the bike lane along Melrose Drive and College Avenue safer for cyclists including widening the bike lane where feasible and providing clear delineation of the conflict zone between bicyclists and pedestrians at the southbound approach to Palomar Airport Road.

City Traffic Engineer John Kim explained that the transition angle would stay the same but with the decrease in vehicle lanes, there is the opportunity to add a buffer to the existing bike lane. He further explained that they could highlight the transition area/conflict zone with the dashed green striping.

Commissioner Penseyres requested that staff consider making the bike lane transition angle along Melrose Drive and Palomar Airport Road as straight as possible.

Motion by Commissioner Kohl, seconded by Commissioner Penseyres to support staff's recommendation to the City Council to adopt a resolution; 1) Removal of College Boulevard and Palomar Airport Road Growth Management Plan Vehicular Level of Service Deficiency Declaration and removal of the Associated Improvements Project No. 6028 from the Capital Improvement Program; and

2) Revising the scope of work of the Melrose Drive and Palomar Airport Road Improvements, Capital Improvement Program, Project No. 6034. Motion carried, 6/0.

#### **CITY TRAFFIC ENGINEER COMMENTS:**

Transportation Planning & Mobility Manager Schmidt spoke about the free bike valet the city, partnering with the San Diego County Bike Coalition, is offering for several summer events, including Art in the Village on June 23, 2024, in Downtown Carlsbad and all nine of the TGIF Concerts in the Parks. He further added that the TGIF June concerts are on June 21 and June 28 at Stagecoach Community Park.

Transportation Planning & Mobility Manager Schmidt spoke about the Safe Driving Workshop the city's Senior Center and the American Automobile Association (AAA) will be hosting that includes tips and resources for older adults and their families. He further added that the workshop is currently at capacity but wanted to share it as a resource.

Transportation Planning & Mobility Manager Schmidt spoke about the 55+ Bike and E-bike Webinar that the City of Encinitas will be hosting on June 13, 2024, and a Community Cycling Class on June 22, 2024, for more information and to register, please visit [www.encinitasca.gov/ebikes](http://www.encinitasca.gov/ebikes).

**COMMISSION COMMENTARY AND REQUESTS FOR CONSIDERATION OF MATTERS:**

In response to Commissioner Kohl's inquiry regarding whether there is a program to identify which pedestrian signals do not have a countdown, specifically on Calle Barcelona, and if it is possible to add them, City Traffic Engineer Kim responded that staff did not have a chance to investigate that yet.

Commissioner Penseyres' commented on the Safe Driving Workshop and recommended that they inform drivers how to make a legal right-hand turn from the right-hand turning lane and left crosses.

**ADJOURNMENT:** Chair Coelho adjourned the Traffic Safety & Mobility Commission Regular Meeting on June 3, 2024, at 5:46 p.m.

---

Eliane Paiva  
Secretary

**RESOLUTION NO. 2019-270**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARLSBAD, CALIFORNIA, DETERMINING DEFICIENCIES OF FOUR STREET FACILITIES ACCORDING TO THE GROWTH MANAGEMENT PLAN AND ADOPTION OF MEASURES TO ADDRESS DEFICIENCIES.

WHEREAS, on July 1, 1986 the City Council passed and adopted Ordinance No. 9808 amending Title 21 of the Carlsbad Municipal Code (CMC) by the addition of Chapter 21.90 establishing a Growth Management Plan (GMP) for the city; and

WHEREAS, on Nov. 4, 1986, Carlsbad voters passed Proposition E, initiative Ordinance No. 9824, establishing residential dwelling unit limits in the city's four quadrants and requiring that public facilities be made available concurrent with need in accordance with the city's growth management program; and

WHEREAS, the GMP makes the approval of new development contingent upon adequacy of public facilities, based on performance standards for eleven identified public facilities; and

WHEREAS, the Citywide Facilities and Improvements Plan (CFIP) includes the circulation performance standard that requires facilities to maintain Level of Service (LOS) D or better, excluding LOS exempt intersections and streets approved by the City Council; and

WHEREAS, the GMP requires annual monitoring to measure adequate performance of various public facilities, including circulation; and

WHEREAS, the General Plan Mobility Element, adopted in September 2015, requires that the city's LOS analyses for growth management purposes use Highway Capacity Manual (HCM) methodology; and

WHEREAS, staff employed HCM methodology for its LOS analyses in the fiscal year (FY) 2017-2018 annual monitoring report, in lieu of the city's prior use of the Intersection Capacity Utilization-Carlsbad (ICU-C) methodology; and

WHEREAS, CMC Section 21.90.080 states, "If at any time after the preparation of a local facilities management plan the performance standards established by a plan are not met then no development permits or building permits shall be issued within the local zone until the performance standard is met or arrangements satisfactory to the City Council guaranteeing the facilities and improvements have been made."; and

WHEREAS, the General Plan Mobility Element, Policy 3-P.9, allows City Council to exempt the vehicle mode of travel from the LOS D standard for a street intersection or facility that has been identified as built-out because one or more enumerated criteria has been met; and

WHEREAS, General Plan Mobility Element Policy 3-P.11 requires new development that adds vehicle traffic to street facilities that are exempt from the vehicle LOS D standard to implement Transportation Demand Management (TDM) and Transportation System Management (TSM) strategies to improve the efficiency of the existing transportation system, reduce reliance on single-occupant automobiles and provide attractive alternatives to driving an automobile according to the city's livable streets vision; and

WHEREAS, the FY 2017-2018 annual monitoring report identified the following four street facilities not meeting the LOS D performance standard, and that roadway improvement projects and/or exemptions from the performance standard can fully address these deficiencies: El Camino Real southbound from Oceanside city limits to Marron Road; El Camino Real northbound from Marron Road to Oceanside city limits; College Boulevard southbound from Aston Avenue to Palomar Airport Road; and Melrose Drive southbound from Vista city limits to Palomar Airport Road; and

WHEREAS, on July 16, 2019, city staff presented recommended actions to City Council to address the LOS D performance standard deficiencies identified in the FY 2017-2018 annual monitoring report for the four above-described street facilities, and City Council returned the item with direction for staff to formulate alternate solutions; and

WHEREAS, city staff continue to recommend addressing the LOS deficiencies at El Camino Real southbound from Oceanside city limits to Marron Road and El Camino Real northbound from Marron Road to Oceanside city limits through an exemption to the LOS D standard pursuant to Mobility Element Policy 3-P.9, because roadway improvements would require more than three through lanes in each direction of travel, which is inconsistent with the General Plan Mobility Element; and

WHEREAS, city staff now recommend modified actions to address the deficiencies at College Boulevard southbound from Aston Road to Palomar Airport Road and at Melrose Drive southbound from Vista city limits to Palomar Airport Road; and

WHEREAS, the July 16, 2019 staff report recommended an exemption from the LOS D standard, pursuant to Mobility Element Policy 3-P.9, for the deficiencies at College Boulevard southbound from Aston Road to Palomar Airport Road, due to staff's prior determination that the addition of a second southbound through lane on College Boulevard would remove the existing bike lane and that the road widening could impact existing hardline Habitat Management Plan (HMP) preserve area, impact sensitive upland and/or riparian habitat in the Coastal Zone, and be constrained by an existing SDG&E powerline easement and tower support. Upon further examination by staff, the addition of a second southbound through lane would not require removal of the existing bike lane and, furthermore, the necessary widening would not impact existing hardline HMP preserve area; and

WHEREAS, city staff have determined after further study the LOS deficiency at College Boulevard southbound from Aston Road to Palomar Airport Road can be fully addressed by constructing the existing Capital Improvement Program (CIP) Project No. 6028 to add a second southbound through lane on College Boulevard with a waiver of the adjacent right-of-way from open space boundary adjustment requirements under General Plan Open Space Element Policy 4-P.6, and would not impact the ability of Local Facility Management Zone (LFMZ) 5 to meet the GMP open space standard; and

WHEREAS, the July 16, 2019 staff report stated that CIP Project No. 6034 would fully address the deficiency at Melrose Drive southbound from Vista city limits to Palomar Airport Road; and

WHEREAS, city staff have determined after further study that the LOS D deficiency at Melrose Drive southbound from Vista city limits to Palomar Airport Road cannot be fully addressed by constructing the existing CIP Project No. 6034, and staff now recommends an exemption from the LOS D standard, pursuant to Mobility Element Policy 3-P.9, for this street facility; and

WHEREAS, although it will not fully address the LOS D deficiency at Melrose Drive southbound from Vista city limits to Palomar Airport Road, city staff recommend implementing CIP No. 6034 to widen Melrose Drive to add a third southbound through lane on Melrose Drive with a waiver of the adjacent right-of-way from open space boundary adjustment requirements under General Plan Open Space Element Policy 4-P.6. CIP No. 6034 will improve traffic congestion at this location and the resulting decrease in an existing parklet of ornamental landscaping will not impact the ability of LFMZ 18 to meet the GMP open space standard; and

WHEREAS, for the street facilities of El Camino Real southbound from Oceanside city limits to Marron Road, El Camino Real northbound from Marron Road to Oceanside city limits, College Boulevard southbound from Aston Avenue to Palomar Airport Road, and Melrose Drive southbound from Vista city limits to Palomar Airport Road, staff recommends that the City Council adopt measures, as described in the associated Staff Report, that either construct improvements to restore a deficiency to an acceptable level of service, or determine the deficient street facility to be built-out and exempt from the LOS D standard and apply TDM and TSM strategies to new development that adds vehicle traffic to the exempt street facilities; and

WHEREAS, the City Planner has determined that: 1) exempting street facilities and intersections from the GMP circulation LOS D vehicle performance standard is a subsequent activity of the General Plan Mobility Element for which Programmatic Environmental Impact Report (EIR) 13-02 was prepared; 2) a notice for the activity has been given, which includes statements that this activity is within the scope of the program approved earlier, and that program EIR 13-02 adequately describes the activity for the purposes

of California Environmental Quality Act (CEQA) Section 15168(c)(2) and (e); 3) that the proposal to exempt certain sections of El Camino Real and College Boulevard has no new significant environmental effect that was not analyzed as significant in program EIR 13-02; and 4) none of the circumstances requiring a subsequent or a supplemental EIR under CEQA Guidelines Sections 15162 or 15163 exist.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carlsbad, California, as follows:

1. That the above recitations are true and correct.
2. That the City Council determines a deficiency of the LOS D performance standard exists for the following street facilities based on the results of the FY 2017-2018 growth management annual monitoring report:
  - a. El Camino Real southbound from Oceanside city limits to Marron Road
  - b. El Camino Real northbound from Marron Road to Oceanside city limits
  - c. College Boulevard southbound from Aston Avenue to Palomar Airport Road
  - d. Melrose Drive southbound from Vista city limits to Palomar Airport Road
3. That the City Council determines El Camino Real southbound from Oceanside city limits to Marron Road, and El Camino Real northbound from Marron Road to Oceanside city limits, are built-out and exempt from the LOS performance standard for the vehicle mode of travel under General Plan Mobility Element Policy 3-P.9 (d), as roadway improvements to address the deficiencies would require more than three through travel lanes in each direction, such that future development which adds vehicle traffic to these exempt street facilities shall implement TDM and TSM strategies in accordance with General Plan Mobility Element Policy 3-P.11.
4. In relation to the street section of Melrose Drive southbound from Vista city limits to Palomar Airport Road, City Council directs staff to expedite the roadway improvements under existing CIP Project No. 6034 to partially address the identified LOS performance standard deficiency and, under General Plan Open Space Element Policy 4-P.6, City Council waives any right-of-way open space boundary adjustment requirements applicable to CIP Project No. 6034.
5. That the City Council determines Melrose Drive southbound from Vista city limits to Palomar Airport Road to be built-out and exempt from the LOS performance standard for the vehicle mode of travel under General Plan Mobility Element Policy 3-P.9 (d), as the construction of existing CIP Project No. 6034 will only partially address the LOS deficiency and additional roadway improvements to fully address the deficiency would require more than three through travel lanes in each direction, such that future development which adds vehicle traffic to these

exempt street facilities shall implement TDM and TSM strategies in accordance with General Plan Mobility Element Policy 3-P.11.

6. In relation to the street section of College Boulevard southbound from Aston Avenue to Palomar Airport Road, City Council directs staff to expedite the roadway improvements under existing CIP Project No. 6028 to address the identified LOS performance standard deficiency, and, under General Plan Open Space Element Policy 4-P.6, City Council waives any right-of-way open space boundary adjustment requirements applicable to CIP Project No. 6028.


PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Carlsbad on the 17th day of December 2019, by the following vote, to wit:

AYES: Hall, Blackburn, Bhat-Patel, Schumacher.

NAYS: None.

ABSENT: None.

  
MATT HALL, Mayor

  
for BARBARA ENGLESON, City Clerk

*Hector Gomez, Deputy City Clerk*

(SEAL)





**NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the City of Carlsbad City Council will hold a public hearing at 5 p.m. on Tuesday, June 11, 2024, at the Council Chamber, 1200 Carlsbad Village Drive, Carlsbad, California, to consider removing or revising two improvement projects from the Capital Improvement Program (CIP), which were previously identified as not meeting a Level of Service (LOS) D performance standard under General Plan Mobility Element Policy 3-P.9 and the Citywide Facilities and Improvements Plan (CFIP) circulation performance standard (City Council Resolution No. 2019-270), and removing the associated deficiency declaration. The first project is no longer required because the segment now operates at LOS B. The second project is being revised because it would still operate at an unacceptable LOS E or worse, and the excessive costs would result in only minor improvements to vehicle delay. The modified project will provide a comparable improvement in vehicle delay and can be accomplished with roadway restriping and signal timing changes, which can be implemented more quickly and at a lower cost.

The City Council will also consider recommendations from the Traffic Safety & Mobility Commission made at their public hearing held on June 3, 2024, where the two projects were recommended for removal or revision from the Capital Improvement Program. The City Council may also remove the associated deficiency declaration pursuant to General Plan Mobility Element Policy 3-P.9, along with the adoption of CEQA Exemptions.

Those persons wishing to speak on this item are cordially invited to attend the public hearing. If you have any questions, please contact Nathan Schmidt in the Transportation Department of the Public Works Branch at 442-339-2734 or [nathan.schmidt@carlsbadca.gov](mailto:nathan.schmidt@carlsbadca.gov). Copies of the staff report will be available by Friday, June 7, 2024, on the city's website: <https://www.carlsbadca.gov/city-hall/meetings-agendas>. The meeting can be viewed online at <https://www.carlsbadca.gov/city-hall/meetings-agendas> or on the City's cable channel. In addition, written comments may be submitted to the City Council at or prior to the hearing via U.S. Mail to the attention of Office of the City Clerk, 1200 Carlsbad Village Drive, Carlsbad, CA 92008, or via email to [clerk@carlsbadca.gov](mailto:clerk@carlsbadca.gov).

If you challenge these project changes, vehicular exemption modifications, findings, or the City Council's actions in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City of Carlsbad, Attn: City Clerk's Office, 1200 Carlsbad Village Drive, Carlsbad, CA 92008, at or prior to the public hearing.

PUBLISH: FRIDAY, MAY 31, 2024

CITY OF CARLSBAD  
CITY COUNCIL



CITY COUNCIL  
**Staff Report**

**Meeting Date:** June 11, 2024

**To:** Mayor and City Council

**From:** Scott Chadwick, City Manager

**Staff Contact:** Mandy Mills, Housing & Homeless Services Director  
 mandy.mills@carlsbadca.gov, 442-339-2907

**Subject:** Update on the County of San Diego's Action Items for Affirmed Housing's Windsor Pointe Affordable Housing Project

**District:** 1

**Recommended Action**

Receive an update on the County of San Diego's action items related to Windsor Pointe.

**Executive Summary**

Windsor Pointe is a 50-unit affordable housing project with half of the units offering a priority for lower-income military veterans and their families, including homeless veterans, and the other half serving people with serious mental illness who are experiencing homelessness. It has been in operation almost two years.

Concerns have been raised about the project, principally regarding safety in the neighborhood. Both the City of Carlsbad and the County of San Diego have approved a number of action items related to Windsor Pointe. The City Council directed staff to provide this status update on the status of the County of San Diego's action items. Status updates on all other City Council requested actions will be provided in August.

**Explanation & Analysis**

The City Council approved two actions, one in 2017 and one in 2020, for a financing package to acquire the land and build the Windsor Pointe affordable housing project.

Affirmed Housing operates the project and contracts with the property manager and service provider. The County of San Diego granted partial funding to develop and operate the project through the state's No Place Like Home program. The county also contracts with the service provider that assists residents who were placed through the No Place Like Home program.

The project contains 50 units, including two manager units, located on two non-contiguous sites in the Barrio neighborhood, at 965 Oak Ave. and 3606 Harding St. Twenty-four of the units provide affordable housing for low-income households with a veteran and/or local affiliation preference. Another 24 units provide permanent supportive housing for homeless individuals with a serious mental illness diagnosis.

City staff have been working with Affirmed Housing and the County of San Diego to address community concerns about the project. On April 9, 2024, the City Council received an update on the Windsor Pointe affordable housing project and directed city staff to pursue a number of actions to address specific community member concerns about the Windsor Pointe project. On the same day, the County of San Diego also approved action items related to services and security at No Place Like Home funded projects, including Windsor Pointe.

The county’s agenda reports from its April 9, 2024, Board of Supervisors meeting are included as Exhibit 1. At the April 9 City Council meeting, the City Council directed staff to bring back in June a status update on the County of San Diego’s action items related to Windsor Pointe.

County staff were directed to report back to the Board of Supervisors in 90 days and in six months, depending upon the specific action item. City staff received a letter from county staff at the end of May with their updates (Exhibit 2). This following table summarizes the county’s action items, their current status and anticipated timelines for completion.

**Windsor Pointe action items**

Action	Issue	Status update	Timeline
Develop a plan for using No Place Like Home operating reserve funds to add supplemental security personnel at Windsor Pointe	Security	Staff have confirmed the county has authorized using the project’s operating reserves for onsite security overnight at both locations	Complete for current year
Advocate to the California Department of Housing and Community Development to maximize the funding flexibility of capital operating reserve funds for the Windsor Pointe project	Security	To be determined	TBD
Develop a strategy to ensure visitors check in and check out	Security	TBD	TBD
Assessment of staffing needs to ensure at least one mental health first aid trained staff on site 24/7, identify gaps and recommendations how to fill gaps	Services	Two-phase mental health first aid training conducted for residents and staff 5/30/24 and 6/4/24	First set of two-day trainings completed 6/4/24
Analyze all options and opportunities to maximize the level of services and hours of on-site case management services and referrals to behavioral health services for Windsor Pointe	Services	County Behavioral Health Services has confirmed a part-time behavioral health clinician will be on site at Windsor Pointe for 20 hours per week	TBD

Action	Issue	Status update	Timeline
Implement a pilot program to increase services for residents with serious mental illness living in No Place Like Home units to include enhanced clinical support seven days per week.	Services	TBD	TBD
Ensure on-site personnel receive mental health first aid training and be trained on how to refer people to 24/7 behavioral health crisis response resources	Services	Two-phase mental health first aid training conducted for residents and staff 5/30/24 and 6/4/24	First set of two-day trainings completed 6/4/24

Staff will provide the City Council with updates on the county’s actions as they become available.

**Fiscal Analysis**

There is no fiscal impact from receiving this report and no funding is being requested.

**Next Steps**

City staff will continue to monitor the status of the County action items approved by the Board of Supervisors on April 9, 2024. City staff will return to the City Council in August to report on additional progress.

**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 in the environment or a reasonably foreseeable indirect physical change in the environment.

**Exhibits**

1. County of San Diego April 9, 2024, Windsor Pointe agenda reports
2. May 30, 2024, County of San Diego letter



**JIM DESMOND**  
 SUPERVISOR, FIFTH DISTRICT  
 SAN DIEGO COUNTY BOARD OF SUPERVISORS

AGENDA ITEM

**DATE:** April 9, 2024

**05**

**TO:** Board of Supervisors

**SUBJECT: IMPLEMENTING A PILOT PROGRAM TO ENHANCE SUPPORT TO PEOPLE WITH SERIOUS MENTAL ILLNESS AT AFFORDABLE HOUSING DEVELOPMENTS (DISTRICTS: ALL)**

**OVERVIEW**

It is estimated that 21% of the homeless population suffers from a Serious Mental Illness (SMI). We have made great strides at the County to move forward on projects to provide housing for this population. As we continue to work to reduce homelessness in our region, we must ensure that we are providing quality services to our most vulnerable populations.

SMI is a mental, behavioral, or emotional disorder resulting in serious functional impairment, which substantially interferes with or limits major life activities. Placing individuals with SMI in environments ill-equipped to meet their needs not only undermines their potential for success but also poses risks to both their well-being and the broader community. Individuals with SMI require a high level of care and support and we strive to ensure people receive the support they need. When we make a commitment to stakeholders that we will offer “wrap-around services” we must ensure that they are truly wrap-around- 24 hours a day, 7 days a week.

No Place Like Home (NPLH) is a State program that funds the development of permanent supportive housing for persons who are in need of mental health services and are experiencing homelessness, chronic homelessness, or are at risk of chronic homelessness. There are 19 affordable housing developments throughout the County, either currently operating or in development, that include NPLH units.

To ensure the success and sustainability of these developments, it is imperative that we institute a policy requiring all affordable housing developments with NPLH units to have personnel on-site, 24/7, who are trained in Mental Health First Aid, and have knowledge and the ability to directly contact the County’s 24/7 behavioral health crisis services. Additionally, we should ensure that new residents moving into affordable housing developments with NPLH units have access to enhanced clinical support at the onset of their residency and on an ongoing basis, as appropriate.

Legistar v1.0

1

**SUBJECT: IMPLEMENTING A PILOT PROGRAM TO ENHANCE SUPPORT TO PEOPLE WITH SERIOUS MENTAL ILLNESS AT AFFORDABLE HOUSING DEVELOPMENTS (DISTRICTS: ALL)**

Currently, not all residents with SMI receive clinical support. This action will support connection to services, counseling, crisis intervention, and medication management, which will assist in stabilizing individuals with SMI, working to lessen the severity of their symptoms and enhancing their overall well-being. These adjustments will decrease the likelihood of mental health crises and interactions with law enforcement, thereby promoting public safety and community cohesion.

Today's action would implement a pilot program within four affordable housing developments in North County San Diego that have NPLH units to increase clinical support services for residents with SMI to seven days per week. Today's action would also require on-site personnel within the four North County affordable housing developments, to be trained in Mental Health First Aid and receive training on how to refer people to 24/7 behavioral health crisis response resources. Today's action would also initiate a requirement for the four affordable housing developments in North County to develop a plan to support and address the unique needs and challenges of residents with SMI. This plan would include a strategy to ensure that on-site personnel are able to monitor who is entering the building through a check-in and check-out process.

**RECOMMENDATIONS  
SUPERVISOR JIM DESMOND**

1. Direct the interim Chief Administration Officer to work with County departments, including Behavioral Health Services and Housing and Community Development Services, to implement a pilot program to increase services for residents with serious mental illness living in the four affordable housing developments with No Place Like Home units in North County to include enhanced clinical support seven days per week.
2. Direct the interim Chief Administration Officer to work with Behavioral Health Services and Housing and Community Development Services, to ensure all personnel on-site at the four affordable housing developments in North County receive Mental Health First Aid training and be trained on how to refer people to 24/7 behavioral health crisis response resources.
3. Direct the interim Chief Administrative Officer to work with County departments, including Behavioral Health Services, Housing and Community Development Services, and affordable housing developers and property management companies for the four developments that include NPLH units in North County to develop a plan to support and address the unique needs and challenges of residents with SMI and to support the health and safety of residents and the surrounding community. These plans should include:
  - a. A strategy to ensure that visitors to the property are checked in and out. It is imperative that on-site personnel are aware of who is on the property to support the health and safety of its residents.

**SUBJECT: IMPLEMENTING A PILOT PROGRAM TO ENHANCE SUPPORT TO PEOPLE WITH SERIOUS MENTAL ILLNESS AT AFFORDABLE HOUSING DEVELOPMENTS (DISTRICTS: ALL)**

- b. An assessment of current staffing needs, and what is needed to ensure there is at least 1 Mental Health First Aid trained staff on-site 24/7, which can include: security guards, property management, and service providers. This assessment should identify any gaps in personnel being on-site, and suggestions for how to fill those gaps.
4. Report back to the Board within 90 days with an update on the plans for the four developments in North County that have NPLH units.
5. Report back to the Board within six months with an update on the progress, outcomes, and a plan to implement these changes countywide.

**EQUITY IMPACT STATEMENT**

By enhancing behavioral health services for those with serious mental illness, the County of San Diego would be expanding services to a currently underserved population. The County of San Diego is committed to providing equal access to services and housing to people with SMI who are homeless or at risk of homelessness. There is a severe lack of living opportunities in the County of San Diego.

**SUSTAINABILITY IMPACT STATEMENT**

This proposed action contributes to the County of San Diego's Sustainability Goal of protecting the health and well-being of all San Diegan residents. Enhancing behavioral health services for those with serious mental illness will help facilitate self-sufficiency and rehabilitation of some of the County's more vulnerable residents.

**FISCAL IMPACT**

**Recommendation #1:**

Funds for this request are not included in the Fiscal Year (FY) 2023-24 Operational Plan and FY 2024-26 CAO Recommended Operational Plan for the Health and Human Services Agency. If approved, this request will result in estimated costs and revenues of approximately \$200,000 in FY 2023-24 and \$600,000 in FY 2024-25. This funding would support implementation of a pilot program to enhance clinical support for residents with serious mental illness living in the four affordable housing developments with No Place Like Home units in North County. The department will need to identify funding prior to proceeding with the recommended action, as none is currently available. Once funding is identified, the department will return to the Board with a mid-year action to adjust the budget if necessary. There will be no change in net General Fund cost and no additional staff years.

**Recommendation #2:**

Legistar v1.0

3

**SUBJECT: IMPLEMENTING A PILOT PROGRAM TO ENHANCE SUPPORT TO PEOPLE WITH SERIOUS MENTAL ILLNESS AT AFFORDABLE HOUSING DEVELOPMENTS (DISTRICTS: ALL)**

Funds for this request are included in the Fiscal Year (FY) 2023-25 Operational Plan for the Health and Human Services Agency. If approved, this request will result in estimated costs and revenues of approximately \$35,000 in FY 2023-24 and no costs and revenues in FY 2024-25. The funding source will be Mental Health Services Act Prevention and Early Intervention funds. This would fund training to ensure all personnel on-site at the four affordable housing developments with No Place Like Home units in North County, estimated at approximately 255 individuals, receive Mental Health First Aid training. There will be no change in net General Fund cost and no additional staff years.

**Recommendations #3-5:**

There is no fiscal impact for these items. There will be no change in net General Fund cost and no additional staff years.

**BUSINESS IMPACT STATEMENT**

N/A

**ADVISORY BOARD STATEMENT**

N/A

**BACKGROUND**

It is estimated that 21% of the homeless population suffers from a serious mental illness (SMI). We have made great strides at the County to move forward on projects to provide housing for this population. As we continue to work to reduce homelessness in our region, we must ensure that we are providing quality services to our most vulnerable populations.

SMI is a mental, behavioral, or emotional disorder resulting in serious functional impairment, which substantially interferes with or limits major life activities. Placing individuals with SMI in environments ill-equipped to meet their needs not only undermines their potential for success but also poses risks to both their well-being and the broader community. Individuals with SMI of require a high level of care and support and we strive to ensure people receive the support they need. When we make a commitment to stakeholders that we will offer “wrap-around services” we must ensure that they are truly wrap-around- 24 hours a day, 7 days a week.

No Place Like Home (NPLH) is a State program that funds the development of permanent supportive housing for persons who are in need of mental health services and are experiencing homelessness, chronic homelessness, or are at risk of chronic homelessness. There are 19 affordable housing developments throughout the County, either operating or in development, that include NPLH units.

To ensure the success and sustainability of these developments, it is imperative that we institute a policy requiring all affordable housing developments with NPLH units to have personnel on-site,



**SUBJECT: IMPLEMENTING A PILOT PROGRAM TO ENHANCE SUPPORT TO PEOPLE WITH SERIOUS MENTAL ILLNESS AT AFFORDABLE HOUSING DEVELOPMENTS (DISTRICTS: ALL)**

24/7, who are trained in Mental Health First Aid, and have knowledge and the ability to directly contact the County's 24/7 behavioral health crisis services. Additionally, we should ensure that new residents moving into NPLH units have access to clinical support at the onset of their residency and on an ongoing basis, as appropriate. Currently, not all NPLH clients receive clinical support. This will support connection to services, counseling, crisis intervention, and medication management, which will assist in stabilizing individuals with SMI, working to lessen the severity of their symptoms, and enhancing their overall well-being. These adjustments are anticipated to decrease the likelihood of mental health crises and interactions with law enforcement, thereby promoting public safety and community cohesion.

Today's action would implement a pilot program in North County San Diego, which includes four affordable housing developments NPLH units, to increase clinical support services for residents with SMI to seven days per week, for eight hours per day. The four NPLH developments include:

- Windsor Pointe- Carlsbad, District 3
- Valley Senior Village- Escondido, District 5
- Greenbrier Village- Oceanside, District 5
- Santa Fe Senior Village- Vista, District 5

Today's action would also require on-site personnel within the four North County affordable housing developments, estimated at 255 total individuals, to be trained in Mental Health First Aid and to receive training on how to refer people to 24/7 behavioral health crisis response resources. Today's action would also initiate a requirement for the four affordable housing developments in North County to develop a plan to support and address the unique needs and challenges of residents with SMI. This plan would include a strategy to ensure that on-site personnel are able to monitor who is entering the building through a check-in and check-out process.

**LINKAGE TO THE COUNTY OF SAN DIEGO STRATEGIC PLAN**

Today's proposed action supports the Equity Initiative of the County of San Diego's 2024-2029 Strategic Plan by making health and housing a focus by reducing disparities and disproportionality and ensuring access for all through a fully optimized health and social service delivery system and upstream strategies while utilizing policies, facilities, infrastructure, and finance to provide housing opportunities that meet the needs of the community.

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'J. D. ...', written in a cursive style.

**SUBJECT: IMPLEMENTING A PILOT PROGRAM TO ENHANCE SUPPORT TO PEOPLE WITH SERIOUS MENTAL ILLNESS AT AFFORDABLE HOUSING DEVELOPMENTS (DISTRICTS: ALL)**

JIM DESMOND  
Supervisor, Fifth District

**ATTACHMENTS**  
N/A



# **TERRA LAWSON-REMER**

## **VICE-CHAIR**

**SUPERVISOR, THIRD DISTRICT  
SAN DIEGO COUNTY BOARD OF SUPERVISORS**

### **AGENDA ITEM**

**DATE:** April 9, 2024

**26**

**TO:** Board of Supervisors

#### **SUBJECT**

**SUPPORTING SAFETY AND SECURITY AT WINDSOR POINTE & FUTURE  
PROJECTS SUPPORTED BY NO PLACE LIKE HOME FUNDING (DISTRICTS: ALL)**

#### **OVERVIEW**

As a County of San Diego Supervisor, I want to ensure the County is doing everything in our power to support the safety of all residents living in permanent supportive housing developments especially those that are financially supported with No Place Like Home Funding, or similar funding sources that require the County to provide on-site support services. We also want to make sure these developments provide a healthy and safe place for residents and that they act as good neighbors, by not reduce the quality of life for anyone living on the property, or the surrounding neighborhood.

In one of the cities I represent, Carlsbad, is Windsor Pointe, a 50-unit affordable housing apartment development located on two non-contiguous sites, at 965 Oak Avenue, and 3606 Harding Street, in the Barrio neighborhood in the City of Carlsbad. This is a vital affordable housing development for our region providing veterans and formerly homeless individuals with a home. The City of Carlsbad provided the land through a ground lease agreement as well as \$8.3 million in City funding, while the County awarded \$13 million in No Place Like Home funds to the project and contracts with Alpha Project to provide on-site case management to the 24 No Place Like Home residents. Since opening in the Spring of 2022, community members and residents have consistently raised concerns about the project and its impact on safety and security in the neighborhood. Working with the City of Carlsbad, the affordable housing developer, our County staff and the community, progress toward resolving the concerns of Carlsbad residents is being made.

**SUBJECT: SUPPORTING SAFETY AND SECURITY AT WINDSOR POINTE & FUTURE PROJECTS SUPPORTED BY NO PLACE LIKE HOME FUNDING (DISTRICTS: ALL)**

We need cities across our region to continue stepping-up to build more affordable housing in their neighborhoods, and we will continue to support their development, but there are valuable lessons to be learned from the Windsor Pointe project. This item requests County staff to take additional actions to support the addition of more security personnel on-site and assess all options for increasing the level of case management and support services at Windsor Pointe and future supportive housing development projects that leverage No Place Like Home Funding, or similar funding sources. This primary emphasis on higher levels of service is especially important in the initial lease-up period when new residents are stabilizing and adjusting to their new environment. Taking this action ensures that residents are provided with an appropriate level of service, and all residents and neighbors are afforded a safe and secure living environment.

Taking these actions will further demonstrate the County’s commitment to continuing to work together with our 18 cities along with community members to help maintain safety in and around supportive housing developments.

**RECOMMENDATION(S)  
VICE-CHAIR TERRA LAWSON-REMER**

1. Direct the Interim Chief Administrative Officer to analyze all options and opportunities to maximize the level of services and hours of on-site case management services and referrals to behavioral health services, for Windsor Pointe, and future permanent supportive housing projects funded by No Place Like Home dollars, especially during the initial lease-up phase, when residents are more likely to need extra help connecting to services and adjusting to a new environment.
2. Direct the Interim Chief Administrative Officer to coordinate with the Windsor Pointe development team to develop a plan for utilizing No Place Like Home operating reserve funds to add supplemental security personnel. Advocate to the California Department of Housing and Community Development, requesting the State to maximize funding flexibility of Capital Operating Reserve funds for the Windsor Pointe project.

**EQUITY IMPACT STATEMENT**

Permanent supportive housing is a key resource that addresses homelessness for some of the most vulnerable members of our communities. The No Place Like Home Program leverages state resources to provide permanent supportive housing for individuals with serious mental illness, pairing affordable housing with case management and referrals to additional supportive services.

**SUSTAINABILITY IMPACT STATEMENT**

Today’s action supports the County of San Diego’s Sustainability Goal #1 to engage the community, Sustainability Goal #2 to provide just and equitable access, and Sustainability Goal #4 to protect health and well-being.

**FISCAL IMPACT**

**SUBJECT: SUPPORTING SAFETY AND SECURITY AT WINDSOR POINTE & FUTURE PROJECTS SUPPORTED BY NO PLACE LIKE HOME FUNDING (DISTRICTS: ALL)**

There is no fiscal impact associated with this recommendation. There will be no change in net General Fund cost and no additional staff years.

**BUSINESS IMPACT STATEMENT**

N/A

**ADVISORY BOARD STATEMENT**

N/A

**BACKGROUND**

Windsor Pointe is a 50-unit affordable housing apartment development located on two non-contiguous sites, at 965 Oak Avenue, and 3606 Harding Street, in the Barrio neighborhood in the City of Carlsbad. Half the units offer a priority for lower-income military veterans and their families, and the other half serves people with mental illness who are experiencing homelessness. The project has been a partnership between the City of Carlsbad, the County of San Diego, Affirmed Housing, and includes onsite services provided by Alpha Project and Interfaith Community Services. The City of Carlsbad provided the land through a ground lease agreement as well as \$8.3 million in City funding, while the County awarded \$13 million in No Place Like Home funds to the project and contracts with Alpha Project to provide on-site case management to the 24 No Place Like Home residents. Since opening in the Spring of 2022, community members and residents have consistently raised concerns about the project and its impact on safety and security in the neighborhood.

On March 12, 2024, the Carlsbad City Council received an update on Windsor Pointe and adopted several actions to work with partnering entities to address community concerns. Carlsbad Police Chief Mickey Williams testified that while crime data shows a slight decrease in neighborhood crime since the project opened, there has been a high volume of calls for service at Windsor Pointe. A total of 762 calls for service were placed since 2022 with over 44% being mental health related. Seven residents account for over half of the calls (53% or 401 calls), showing that a handful of residents are having a disproportionate impact on local resources.

Public safety, especially regarding the well-being of children and vulnerable members of our community is a top concern. The County is also strongly committed to ensuring people experiencing homelessness can find pathways off our streets and get connected to the services and help they need.

My team and I have met with concerned residents, the development and property management team, and maintain regular communication with the City of Carlsbad, and the Carlsbad Police Department. In response to community concerns, earlier this year the County increased case management services at Windsor Pointe to five days a week and added a clinician to the support team. County staff have also been highly engaged participating in regular monthly security and

**SUBJECT: SUPPORTING SAFETY AND SECURITY AT WINDSOR POINTE & FUTURE PROJECTS SUPPORTED BY NO PLACE LIKE HOME FUNDING (DISTRICTS: ALL)**

service coordination meetings with the property manager, service providers, Carlsbad Police Department, and the security staff.

I want to ensure the County is doing everything in our power to respond to local concerns and ensure our efforts are successful. Today's item calls on the County staff to take additional actions to increase the flexibility of No Place Like Home funds to support the additional of supplemental security personnel and assess all options for increasing the level of case management and support services to ensure residents are provided with an appropriate level of service and all residents are afforded a safe and secure living environment. These actions demonstrate the County's commitment to continuing to work together with all 18 cities and community members and help maintain safety in and around supportive housing developments.

**LINKAGE TO THE COUNTY OF SAN DIEGO STRATEGIC PLAN**

Today's actions support the County of San Diego's 2023-2028 Strategic Plan initiatives of Sustainability, Equity, and Community, by supporting the implementation of permanent supportive housing; and by improving the quality of life for individuals experiencing homelessness across San Diego County.

Respectfully submitted,



TERRA LAWSON-REMER  
Supervisor, Third District

**ATTACHMENT(S)**

N/A



# County of San Diego

**ERIC C. MCDONALD, MD, MPH, FACEP**  
INTERIM AGENCY DIRECTOR

**HEALTH AND HUMAN SERVICES AGENCY**  
1600 PACIFIC HIGHWAY, ROOM 206, MAIL STOP P-501  
SAN DIEGO, CA 92101-2417  
(619) 515-6555 • FAX (619) 515-6556

**PATTY KAY DANON**  
CHIEF OPERATIONS OFFICER

May 30, 2024

**TO:** Scott Chadwick, City Manager  
Mandy Mills, Director, Housing & Homeless Services

**FROM:** Eric C. McDonald, MD, Interim Agency Director  
Health and Human Services Agency

Thank you for the opportunity to provide an update on the County of San Diego (County)'s efforts related to the Carlsbad City Council March 12, 2024 actions. The County is one of many partners for the Windsor Pointe affordable housing development, with a particular role in providing a 20-year-long Capitalized Operating Subsidy Reserve (COSR) for the 24 dedicated No Place Like Home (NPLH) units and offering an array of contracted mental health services for NPLH residents.

Since the March 12 meeting, the County has continued to work closely with the City of Carlsbad staff, the developer, and service partners to ensure an appropriate level of services for Windsor Pointe NPLH residents. We previously shared that the County would supplement staffing to support NPLH residents in two areas: 1) increased Tenant Peer Support Services (TPSS) dedicated on-site office hours to 20 hours a week, and 2) an added Clinician to provide clinical-level support to on-site TPSS staff 8 hours per week. We are pleased to report that both staffing changes have been made, with increased capacity to conduct home visits, address behavioral health needs, and provide additional support to residents as needed. As described in our last communication on April 5, TPSS offers these focused, comprehensive supports to tenants during the move-in process and continues to provide support throughout someone's residency in a NPLH unit.

In regard to the recommendation to release COSR funding, as referenced in the April 9 Staff Report, the County also worked closely with the California Department of Housing and Community Development and the developer to ensure the maximum allowable Capital Operating Subsidy Reserve (COSR) disbursement allowed by the regulations. In doing so, the County allowed the developer to cover costs associated with added security.

The April 9 Staff Report also referenced actions adopted by the San Diego County Board of Supervisors (Board) in two separate Board Letters on April 9, 2024 related to services at Windsor Pointe. Consistent with the Board's direction, we are looking forward to expanding Mental Health First Aid training for on-site personnel. Mental Health First Aid is a best practice that teaches participants to identify, understand, and respond to mental health and substance use challenges. The County has already started working with Windsor Pointe staff to schedule the trainings.

County staff continues to explore the other actions directed by the Board of Supervisors. Per the Board's direction, a 90-day update will be provided in the form of a memorandum to the Board in July 2024.

I want to again highlight the ongoing collaboration between the County, City staff, the Carlsbad Police Department, Affirmed Housing, and the many service providers involved in supporting the success of Windsor Pointe tenants. The path to housing stability for people who have experienced homelessness and mental health challenges is not linear, but we are confident that through these actions, we can further our collective goals to address homelessness and ensure the health and safety of the community.

For any questions, please contact me via phone at (619) 515-6545 or email at [Eric.Mcdonald@sdcounty.ca.gov](mailto:Eric.Mcdonald@sdcounty.ca.gov).

Respectfully,



ERIC C. MCDONALD, MD, MPH, FACEP  
Interim Agency Director  
Health and Human Services Agency

c: Sarah E. Aghassi, Interim Chief Administrative Officer





CITY COUNCIL  
**Staff Report**

**Meeting Date:** June 11, 2024

**To:** Mayor and City Council

**From:** Scott Chadwick, City Manager  
Cindie McMahan, City Attorney

**Staff Contact:** Cindie McMahan, City Attorney  
cindie.mcmahan@carlsbadca.gov, 442-339-2891  
Zach Korach, Finance Director  
zach.korach@carlsbadca.gov, 442-339-2127

**Subject:** Proposed Ballot Measure Options for Proposition H Amendments or Exemptions

**Districts:** All

**Recommended Action**

Receive a report on proposed ballot measure options for Proposition H amendments or exemptions and provide direction to staff.

**Executive Summary**

Proposition H, adopted by the voters in 1982, prohibits the city from spending more than \$1 million in city funds to acquire or improve real property unless the acquisition or improvements are first approved by the voters.

The provisions of Proposition H are contained in Carlsbad Municipal Code Chapter 1.24. The Proposition H expenditure limit is also referenced in Article 4, Section 400 of the city's charter, which the voters adopted in 2008.

The expenditure limit does not include an inflation index.

Since Proposition H was passed in 1982, six measures related to projects exceeding \$1 million have been passed by Carlsbad voters. The measures, projects and total costs are:

Year	Proposition	Projects	Resulting expenditures
1983	Proposition E	Police & Fire Administration Building, Vehicle Maintenance Building, and Fire Station No. 5	\$12,052,189
1987	Proposition A	Purchase of Hosp Grove for parkland	\$6,555,000
1989	Proposition G	Purchase and construction of The Crossings at Carlsbad Golf Course	\$63,334,117
2002	Proposition C	Joint First Responders Training Facility, Alga Norte Park and Aquatic Center, open space purchase, Lake Calavera Trails, trail connectivity to Tamarack State Beach, South Shore Agua Hedionda Lagoon trail improvements, Arroyo Vista Trail extension	\$28,023,167
2016	Measure O	Fire Station 2	\$14,218,662
2022	Proposition J	Monroe Street Pool renovation	\$22,000,000-\$24,000,000*

\*Estimated project costs

The city's Capital Improvement Program maps out major projects and how they will be funded. Each year, the City Council approves this plan along with the city budget. The costs for most planned Capital Improvement Program projects using funding sources subject to Proposition H are expected to exceed the \$1 million expenditure limit and require voter approval.

In July 2023, the Carlsbad Tomorrow: Growth Management Citizens Committee recommended the City Council consider a ballot measure to increase Proposition H's \$1 million expenditure limit and add an inflation index to allow the amount to increase over time. The committee was concerned Proposition H has become a hurdle, making it more difficult and time-consuming for the city to pursue projects to maintain Carlsbad's quality of life.

The City Council received a report and presentation on May 14, 2024, discussing the history of Proposition H and its implementing regulations, previous Proposition H-related ballot measures, the committee's recommendation, and potential future options, including a ballot measure to amend or repeal Proposition H (Exhibit 3).

At the conclusion of the presentation, the City Council directed staff to return on June 11, 2024, with potential ballot measure language amending Proposition H to:

- 1) Increase the expenditure limit and add an inflation index and/or
- 2) Exempt public safety facilities from Proposition H

### Options, Explanation & Analysis

#### **Amend Proposition H to increase expenditure limit and add an inflation index**

The City Council requested city staff propose an expenditure limit and an inflation index. For inflation adjustments to most development related services fees, the city uses the Western Region Urban Consumer Price Index, which is published by the Bureau of Labor Statistics. For inflation adjustments to development impact fees, the city uses the Los Angeles Engineering News Record Construction Cost Index, which is published by the Engineering News Record.

Had the \$1 million dollar expenditure limit included an annual adjustment based on the Consumer Price Index, the limit would be \$3.76 million as of December 2023. Applying the historical average Consumer Price Index of 3.3% to the limit over the next 15 years, the limit would increase to \$6.12 million by 2038.

Had the \$1 million dollar expenditure limit included an annual adjustment based on the Construction Cost Index, the limit would be \$3.09 million as of December 2023. City staff recommend using this index because it more closely reflects the effect of inflation on construction project costs over time. Applying the historical average Construction Cost Index of 2.8% to the limit over the next 15 years, the limit would increase to \$4.70 million by 2038.

Amending Proposition H to increase the expenditure limit to \$3.09 million and adjust the limit annually by the Construction Cost Index would update the limit to today's dollars and keep the limit current going forward. Sample ballot measure language for this option is provided in Exhibit 1.

From a purchasing power perspective, this amendment would allow the expenditure limit to remain consistent with the voters' intent in 1982. However, the amendment will not appreciably reduce the number of projects requiring voter approval before they may proceed as most future planned construction projects are expected to exceed the increased amount and, therefore, would still require voter approval under Proposition H. These projects include Fire Station 7, the Grand Avenue Promenade, Orion Complex Energy Storage, Robertson Ranch Park, Zone 5 Park and Cannon Lake Park. The costs for most of these projects will exceed \$10 million.

To appreciably reduce the number of projects needing a Proposition H vote, the projects would either need to be funded from sources not subject to Proposition H, such as public facility fees, park-in-lieu fees or special assessments, which may not be available in sufficient amounts, or the expenditure limit would need to be increased to substantially beyond the inflation adjusted amount.

### **Amend Proposition H to exempt public safety facilities from the expenditure limit**

The City Council also requested city staff propose an amendment to exempt public safety facilities from the expenditure limit. Sample ballot measure language for this option is provided in Exhibit 2. For the purposes of this proposed exemption, “public safety facilities” includes facilities for law enforcement services, fire rescue and prevention services, lifeguard services, emergency medical services and emergency operations, and training for staff providing these services.

### **Other options**

The City Council could provide direction for staff to combine the above two ballot measure options or develop other ballot measure options for consideration. The City Council could also take no further action on the recommendation from the Carlsbad Tomorrow: Growth Management Citizens Committee. Future real property acquisition and improvement projects that require expenditures of greater than \$1 million from funding sources subject to Proposition H would continue to require voter approval.

### **Fiscal Analysis**

The cost for placing a measure on the November 2024 General Election ballot is estimated to be between \$135,000 and \$170,000.

### **Next Steps**

If the City Council chooses to propose a ballot measure to amend Proposition H to increase the expenditure limit and add an inflation index, and/or to exempt public safety facilities from the limit, staff will return to the City Council on June 18, 2024, with the resolutions and other documents needed to implement this direction.

The deadline to place an item on the ballot for the November 2024 General Election is Aug. 9, 2024.

### **Environmental Evaluation**

The City Planner has determined that this action is exempt from the requirements of the California Environmental Quality Act in accordance with Guidelines Section 15378(b)(5), in that receiving a report and providing direction to staff does not meet the definition of a project. The action constitutes organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

### **Exhibits**

1. Proposed ballot measure - Increase expenditure limit and add inflation index
2. Proposed ballot measure - Exempt public safety facilities
3. May 14, 2024, staff report on Proposition H ([On file in the Office of the City Clerk](#))

**Ballot Question**

<p><b>MEASURE ____ . INCREASE EXPENDITURE LIMIT AND ADD AN INFLATION INDEX FOR USING CITY FUNDS TO ACQUIRE OR IMPROVE REAL PROPERTY</b></p>	<p>YES</p>
<p>Shall the voters of the City of Carlsbad adopt the measure amending the city charter and municipal code to increase the expenditure limit for using city funds to acquire or improve real property from \$1 million (the limit established by voters in 1982) to \$3.09 million (the 1982 limit in 2024 dollars), adjusted annually on January 1 by the percentage increase in the regional construction cost index?</p>	<p>NO</p>

**Full Text of Ballot Measure**

Ordinance No. \_\_\_\_\_

AN INITIATIVE ORDINANCE OF THE CITY OF CARLSBAD, CALIFORNIA, AMENDING ARTICLE 4, SECTION 400, OF THE CHARTER FOR THE CITY OF CARLSBAD AND CHAPTER 1.24, SECTION 1.24.030, OF THE CARLSBAD MUNICIPAL CODE TO INCREASE THE EXPENDITURE LIMIT AND ADD AN INFLATION INDEX FOR USING CITY FUNDS TO ACQUIRE OR IMPROVE REAL PROPERTY

The people of the City of Carlsbad, California, do ordain as follows:

SECTION 1. Article 4, Section 400, of the Charter for the City of Carlsbad is amended to read as follows:

**Section 400 Economic and Community Development.**

Subject to the expenditure limitation established by the citizens of Carlsbad in Proposition H, ~~in 1982~~ as it may be amended from time to time, the City shall have the power to utilize revenues from the general fund to encourage, support and promote economic development in the City.

SECTION 2. Chapter 1.24, Section 1.24.030, of the Carlsbad Municipal Code is amended to read as follows:

The city shall make no real property acquisition and/or no improvement to real property the cost of which exceeds ~~one~~ \$3.09 million dollars in city funds, adjusted

annually on January 1 by the percentage increase in the regional construction cost index, unless the proposed acquisition and/or improvement project and the cost in city funds is first placed upon the ballot and approved by a majority of the voters voting thereon at an election. A project may not be separated into parts or phases so as to avoid the effects of this chapter.

SECTION 3. This ordinance shall take effect as provided in California Elections Code Section 9217.

SECTION 4. The City Clerk's Office shall publish this ordinance according to law.

**Ballot Question**

<p><b>MEASURE ____ . EXEMPT PUBLIC SAFETY FACILITIES FROM THE \$1 MILLION EXPENDITURE LIMIT FOR USING CITY FUNDS TO ACQUIRE OR IMPROVE REAL PROPERTY</b></p>	<p>YES</p>
<p>Shall the voters of the City of Carlsbad adopt the measure amending the city charter and municipal code to exempt public safety facilities, including facilities for law enforcement services, fire rescue and prevention services, lifeguard services, emergency medical services and emergency operations, and training for staff providing these services, from the \$1 million expenditure limit for using city funds to acquire or improve real property?</p>	<p>NO</p>

**Full Text of Ballot Measure**

Ordinance No. \_\_\_\_\_

AN INITIATIVE ORDINANCE OF THE CITY OF CARLSBAD, CALIFORNIA, AMENDING ARTICLE 4, SECTION 400, OF THE CHARTER FOR THE CITY OF CARLSBAD AND CHAPTER 1.24, SECTION 1.24.060, OF THE CARLSBAD MUNICIPAL CODE TO EXEMPT PUBLIC SAFETY FACILITIES FROM THE EXPENDITURE LIMIT FOR USING CITY FUNDS TO ACQUIRE OR IMPROVE REAL PROPERTY

The people of the City of Carlsbad, California, do ordain as follows:

SECTION 1. Article 4, Section 400, of the Charter for the City of Carlsbad is amended to read as follows:

Section 400 **Economic and Community Development.**

Subject to the expenditure limitation established by the citizens of Carlsbad in Proposition H, ~~in 1982~~ as it may be amended from time to time, the City shall have the power to utilize revenues from the general fund to encourage, support and promote economic development in the City.

SECTION 2. Chapter 1.24, Section 1.24.060, of the Carlsbad Municipal Code is amended to read as follows:

A. This chapter shall not apply to any real property acquisition or improvement to real property used for public safety facilities. "Public safety facilities" includes facilities for law enforcement services, fire rescue and prevention services, lifeguard services, emergency medical services and emergency operations, and training for staff providing these services.

B. This chapter shall not apply to any real property acquisition or improvement to real property which has obtained a vested right as of the effective date of the ordinance codified in this chapter. For purposes of this chapter, a "vested right" shall have been obtained if each of the following is met:

A1. The proposed project has received its final discretionary approval; and

B2. Substantial expenditures have been made in good faith reliance on the final discretionary approval; and

C3. Substantial construction has been commenced in good faith reliance on the final discretionary approval, where construction is contemplated.

Whether or not a vested right has been obtained in a particular case is a question of fact to be determined on a case-by-case basis by the City Council following notice and public hearing.

SECTION 3. This ordinance shall take effect as provided in California Elections Code Section 9217.

SECTION 4. The City Clerk's Office shall publish this ordinance according to law.