



PROJECT SPECIFICATIONS

for

SAN DIEGUITO DRIVE IMPROVEMENTS PROJECT

CITY OF DEL MAR

CALIFORNIA

SEPTEMBER 8, 2026

PROJECT SPECIFICATIONS
for
SAN DIEGUITO DRIVE IMPROVEMENTS PROJECT

CITY OF DEL MAR
CALIFORNIA

Prepared by:

City of Del Mar
1050 Camino Del Mar
Del Mar, CA 92014

Prepared Under the Supervision of:

Martin Boyd, Principal Engineer

Approved By:



Joe Bride, R.C.E 52107
Public Works Director

09/08/2026
DATE

SAN DIEGUITO DRIVE IMPROVEMENTS PROJECT

TABLE OF CONTENTS

BIDDING INFORMATION AND BID DOCUMENTS

Notice Inviting Bids.....	BI-1 thru BI-2
Information and Instructions for Bidders	BI-3 thru BI-7
Proposal to the City of Del Mar for San Dieguito Drive Improvements Projects	BI-8
Proposal – Bid Schedules	BI-9 thru BI-12
Proposal – Designation of Subcontractors	BI-13
Proposal – General Information Required of Bidder	BI-14
Proposal – Equipment/Material Source Information	BI-15
Proposal – Public Contract Code Section 10162 Questionnaire.....	BI-16
Proposal – Non-Collusion Affidavit to Be Executed by Bidder and Submitted with Bid	BI-17
Proposal – Guaranty/Bid Bond	BI-18 thru BI-19
Proposal – Bidder’s Signature Certificate	BI-20

CONTRACT DOCUMENTS TO BE EXECUTED BY THE SUCCESSFUL BIDDER FOLLOWING AWARD OF CONTRACT

Contract.....	1 thru 11
Attachment A – Scope of Work	12
Attachment B – Proposal/Bid Schedule/Schedule of values	13
Attachment C - Worker’s Compensation Certificate.....	14
Attachment D - Performance Bond	15 thru 17
Attachment E - Payment Bond	18 thru 20

MODIFICATIONS TO “GREENBOOK” STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

All the Work to be done under this contract shall be in accordance with these Modifications and the **“GREENBOOK” Standard Specifications for Public Works Construction**, 2021 edition, as written and promulgated by Public Works Standards, Inc. The section numbers of these Modifications coincide with those of the said Standard Specifications. Only those sections requiring amendment, elaboration, or specifying options, are called out.

CHAPTER I - MODIFICATIONS TO THE STANDARD SPECIFICATIONS “GREENBOOK” PART 1 – GENERAL PROVISIONS

SECTION 1. TERMS, DEFINITIONS, ABBREVIATIONS	GP-1 thru GP-2
SECTION 2. SCOPE OF THE WORK	GP-2 thru GP-6
SECTION 3. CONTROL OF THE WORK	GP-6 thru GP-18
SECTION 5. LEGAL RELATIONS AND RESPONSIBILITIES	GP-18 thru GP-20
SECTION 6. PROSECUTION AND PROGRESS OF THE WORK	GP-21 thru GP-22
SECTION 7. MEASUREMENT AND PAYMENT	GP-22 thru GP-44
SECTION 8. FACILITIES FOR AGENCY PERSONNEL.....	GP-44

CHAPTER II - MODIFICATIONS TO THE STANDARD SPECIFICATIONS “GREENBOOK” PART 2 – CONSTRUCTION MATERIALS

SECTION 200. ROCK MATERIALS	MM-1 thru MM-2
-----------------------------------	----------------

SECTION 201. CONCRETE, MORTAR AND RELATED MATERIALS.....	MM-2 thru MM-3
SECTION 202. MASONRY MATERIALS.....	MM-3 thru MM-4
SECTION 203. BITUMINOUS MATERIALS	MM-4 thru MM-6
SECTION 207. GRAVITY PIPE	MM-6
SECTION 214. TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS.....	MM-7
SECTION 217. BEDDING AND BACKFILL MATERIALS	MM-7 thru MM-8
SECTION 218. SIGNAGE	MM-9

CHAPTER III - MODIFICATIONS TO THE STANDARD SPECIFICATIONS

“GREENBOOK” PART 3 – CONSTRUCTION METHODS

SECTION 300. EARTHWORK.....	CM-1 thru CM-7
SECTION 301. SUBGRADE PREPARATION, TREATED MATERIALS, AND PLACEMENT OF BASE MATERIALS.....	CM-8 thru CM-10
SECTION 302. ROADWAY SURFACING	CM-10 thru CM-12
SECTION 303. CONCRETE AND MASONRY CONSTRUCTION	CM-12 thru CM-17
SECTION 306. OPEN TRENCH CONDUIT CONSTRUCTION.....	CM-17 thru CM-20
SECTION 314. TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS AND PAVEMENT MARKERS.....	CM-20

CHAPTER IV - MODIFICATIONS TO THE STANDARD SPECIFICATIONS

“GREENBOOK” PART 4 – EXISTING IMPROVEMENTS

SECTION 400. PROTECTION AND RESTORATION	EI-1 thru EI-3
SECTION 401. REMOVAL	EI-3 thru EI-8
SECTION 402. UTILITIES.....	EI-9 thru EI-12
SECTION 403. MANHOLE ADJUSTMENT AND RECONSTRUCTION.....	EI-12 thru EI-15

CHAPTER V - MODIFICATIONS TO THE STANDARD SPECIFICATIONS

“GREENBOOK” PART 6 – TEMPORARY TRAFFIC CONTROL

SECTION 600. ACCESS.....	TTC-1 thru TTC-2
SECTION 601. TEMPORARY TRAFFIC CONTROL	TTC-3 thru TTC-4

CHAPTER VI - MODIFICATIONS TO THE STANDARD SPECIFICATIONS

“GREENBOOK” PART 8 – LANDSCAPING AND IRRIGATION

SECTION 800. MATERIALS.....	LI-1
SECTION 801. INSTALLATION	LI-1 thru LI-2

CHAPTER VII - SPECIAL PROVISIONS	SP-1 thru SP-4
---	-----------------------

APPENDIX A – IMPROVEMENT PLANS	27 PAGES
---	-----------------

APPENDIX B – GEOTECHNICAL INVESTIGATION	33 PAGES
--	-----------------

APPENDIX C – CITY PERMITS RESOLUTIONS.....	12 PAGES
---	-----------------

APPENDIX D – STATE WATER RESOURCES CONTROL BOARD ADOPTED ORDER NO. 2022-0057-DWQ.....	54 PAGES
--	-----------------

BIDDING INFORMATION

AND

BID DOCUMENTS

NOTICE INVITING BIDS

The City of Del Mar, Owner, invites sealed bids for:

SAN DIEGUITO DRIVE IMPROVEMENTS PROJECT

The City of Del Mar seeks a bid from qualified contractors for construction of the **San Dieguito Drive Improvements Project (Work)** which generally consists of roadway and drainage improvements for San Dieguito Dr. from Racetrack View Dr. to Oribia Rd.

RECEIPT AND OPENING OF BIDS: All bids must be submitted in sealed envelopes, bearing on the outside the bidder's name, address, the appropriate State Contractor's License designation held by the bidder, and marked **"SEALED BID FOR THE SAN DIEGUITO DRIVE IMPROVEMENTS PROJECT."** Sealed bids will be received at the office of the City Clerk, City of Del Mar, located at 1050 Camino Del Mar, Del Mar, California, **until 2:00 PM., October 21, 2026.** Mailed bids shall be addressed to: **City Clerk at 1050 Camino Del Mar, Del Mar, California 92014** and must be received by bid closing shown above. Bids which are not properly marked may be disregarded. It is the sole responsibility of the bidder to ensure his bid is submitted in the proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

OBTAINING CONTRACT DOCUMENTS: The Contract Documents may be obtained from the City's website <https://www.delmar.ca.us/873/Bids> and directly through <https://vendors.planetbids.com/portal/88807/bo/bo-search>.

OPINION OF PROBABLE CONSTRUCTION COST: The probable construction cost for this project is approximately \$1,200,000.

PRE-BID MEETING: An optional pre-bid meeting will be conducted at **9:30 am on September 24, 2026.** Meeting will be held at Town Hall, 1050 Camino Del Mar, Del Mar, CA, 92014.

COMPLETION OF WORK: All Work performed under this contract for the Bid shall be completed within 112 Calendar Days, including mobilization, as specified in the Contract.

BID SECURITY: Bid Security shall accompany the bid in the form of a certified or cashier's check, or a Bid Bond made payable to the Owner in the amount of ten percent of the total bid amount.

PERFORMANCE AND PAYMENT BONDS: For contracts above \$25,000, the successful bidder will be required to furnish a Payment Bond made payable to the Owner in the amount of one hundred percent, and a Performance Bond made payable to the Owner in the amount of one hundred percent of the contract amount.

DEPARTMENT OF INDUSTRIAL RELATIONS: All bidders are required to register with the California Department of Industrial Relations (DIR) in accordance with Labor Code sections 1771.1 and 1725.5 and are subject to compliance monitoring and enforcement by DIR in accordance with Labor Code section 1771.4.

WAGE RATES: Prevailing wage rate for the locality in which the Work is to be performed and the construction activity applies to this contract. Not less than these rates shall be paid to all workers employed on the project.

INFORMATION AND INSTRUCTIONS FOR BIDDERS

CONTRACTOR'S LICENSING LAWS: Contractor is required to be licensed under the classification of GENERAL ENGINEERING CONTRACTING, CLASS A, as of the date of submittal of the bid documents and shall maintain such license until final acceptance of the Work. Contractor shall also obtain a City of Del Mar business license after being awarded a contract.

PROJECT ADMINISTRATION: All questions relative to this project prior to the opening of bids shall be submitted electronically through the [City's PlanetBids portal](#) at least ten (10) calendar days prior to the date fixed for the opening of bids. To submit a question, you must register with the City of Del Mar PlanetBids portal as a vendor and additionally register as a prospective bidder for this solicitation. All correspondence regarding this solicitation will be posted on the PlanetBids website. It is the responsibility of bidders to check the website regularly for information updates, as well as any addenda.

Owner: City of Del Mar

BY: 
Joe Bride, Public Works Director

DATE: September 8, 2026

INFORMATION AND INSTRUCTIONS FOR BIDDERS

The Bid must be executed in accordance with the instructions contained on the forms provided. If the bidder is an individual or a partner, the signature on the Proposal and bid bond must be the same as the name of the bidder shown on other parts of these forms.

DELIVERY OF BID: The Bid shall be delivered by the time and to the place stipulated in the Notice Inviting Bids. It is the bidder's sole responsibility to see that the bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

WITHDRAWAL OR REVISION OF BIDS: A bidder may withdraw or revise (by withdrawal of one bid and submission of another) a bid, provided that the bidder's request for withdrawal is received at the office designated for receipt of bids in writing before the time specified for opening bids. Revised bids must be submitted as specified herein. The request for withdrawal shall be executed by the bidder or his duly authorized representative. Bids that have been withdrawn, or received after the time specified for opening bids shall be returned to the bidder unopened. Upon bid opening, all proposed bid amounts shall be maintained and guaranteed by the Contractor for 75 days.

MODIFICATIONS AND ALTERNATIVE BIDS: Unauthorized conditions, limitations, or provisions attached to a bid will render it informal and may cause its rejection as being non-responsive. The completed bid forms shall be without interlineations, alterations, or erasures. Alternative bids will not be considered unless called for. Oral, telegraphic, or telephonic bids or modifications will not be considered.

DISCREPANCIES IN BIDS: In the event there is more than one bid item in a bidding schedule, the bidder shall furnish a price for all bid items in the schedule, and failure to do so will render the bid non-responsive and may cause its rejection. In the event there are unit price bid items in a bidding schedule and the "amount" indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly by the Owner, and the Contractor shall be bound by said correction. In the event there is more than one bid item in a bidding schedule and the total indicated for the schedule does not agree with the sum of the prices bid on the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly by the Owner, and the Contractor shall be bound by said correction.

ADDENDA AND INTERPRETATIONS: The Owner will not be responsible for any oral interpretation of the meaning of the plans, specifications, or other pre-bid documents. Every request for such interpretation shall be in writing addressed to the Engineer designated for Project Administration in the Notice Inviting Bids, and to be given consideration must be received at least ten (10) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail, with return receipt requested, to all prospective bidders (at the respective addresses furnished for such purposes). All addenda so issued shall become part of the contract documents. It is understood that no "or equal" products will be considered for approval prior to award of contract.

DISQUALIFICATION OF BIDDERS: A bidder shall be considered disqualified for any of the following reasons:

- (a) Submitting more than one bid from the same partnership, firm, or corporation under the same or different name.

INFORMATION AND INSTRUCTIONS FOR BIDDERS

- (b) Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future Work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.
- (c) Bids in which the contract prices obviously are unbalanced.

A person, firm, or corporation may submit a sub-bid to more than one bidder or may submit sub-bids in addition to submitting a bid as bidder, without being disqualified.

REJECTION OF BIDS: Bids may be rejected if they show any alteration of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind.

The Owner reserves the right to reject any irregular bid and the right to waive any irregularities or technicalities if such waiver is in its best interest and conforms to local laws and ordinances pertaining to the letting of construction contracts.

When a bid is signed by an agent other than the officer or officers of a corporation authorized to sign contracts on its behalf, or a general partner of a partnership, a "Power of Attorney" must be on file with the Owner prior to opening bids or shall be submitted with the bid.

DESIGNATION OF SUBCONTRACTOR: The bidder must complete this form at the time of submitting the Bid. If no subcontractors are to be designated, enter the word "NONE."

The bidder's attention is directed to the provision of the Specifications which requires the Contractor to perform with his own forces contracting Work amounting to a specified percentage of the total contract price.

BIDDER'S EXAMINATION OF SITE: Before submitting a bid, the bidder shall carefully examine the drawings, specifications, and other contract documents, and he shall visit the site of the Work. The submission of a bid shall be prima facie evidence that the bidder is familiar with existing site conditions and that he has a clear understanding of the requirements of the contract regarding the furnishing of materials and performance of Work.

Where the bidder feels that additional field data are either necessary or desirable, it shall be the bidder's responsibility to make all examination and field studies necessary for his own determination of the character of materials that will be encountered in any required excavation and embankment construction operations and to fully determine all cost factors related thereto which shall be included in his bid price for the Work.

Such additional field data required by the bidder shall be undertaken at the bidder's expense. The submittal of a bid will be accepted as prima facie evidence that in compliance herewith, the bidder has accurately and fully informed himself of all geologic and soils conditions that will influence the cost of performing the Work and that all such factors were carefully considered by him before bid submission.

COMPETENCY OF BIDDERS: In selecting the lowest responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the Work covered by the bid. When evaluating the competency of the lowest bidder, consideration will be given to the following matters:

INFORMATION AND INSTRUCTIONS FOR BIDDERS

- (1) Past projects shall demonstrate a high quality of workmanship and competence including the ability and willingness to meet the requirements of the contract specifications.
- (2) The Contractor must demonstrate a history of successfully completing projects on time and with a minimum of Contractor initiated delays.
- (3) The Contractor must demonstrate a record of minimal Contractor initiated change orders.
- (4) The Contractor's history of past litigation and license revocation or suspension will be reviewed.
- (5) The record of stop notices filed against the Contractor will be reviewed, including the relationship with subcontractors.
- (6) Recommendations from the Owners of previous projects should reflect a good working relationship with the Owner, regulatory agencies and other Contractor's.

Based upon such information as is available, the Owner may reject any bidder that the Owner feels is not qualified or competent to perform the Work to the highest standards.

To this end, each bid shall be supported by a statement of the bidder's experience as of recent date on the form entitled "INFORMATION REQUIRED OF BIDDER," bound herein. No bid for the Work will be accepted from a Contractor who does not hold an active Contractor's license in good standing applicable to the type of Work bid upon at the time of opening bids.

Pursuant to Public Contract Code section 6109, neither Contractor nor any of Contractor's subcontractors shall be eligible to perform Work under this CONTRACT if they are ineligible pursuant to California Labor Code sections 1777.1 and 1777.7.

BID SECURITY: Each bid shall be accompanied by a certified or cashier's check, or a bidder's bond in the amount of not less than 10 percent of the maximum amount of the bid; the check or bond made payable to the order of the Owner. Said check or bond shall be given as a guarantee that the bidder will, within ten days after being requested to do so by the Owner enter into a contract and provide the required bonds if awarded the Work. If the bidder to whom the Work has been awarded and to whom the request has been made refuses or fails to enter into said contract and provide the required bonds within the specified time, the check shall be forfeited to the Owner for the principal and surety on the bond shall be liable to the Owner for the principal amount thereof in accordance with its terms. If the lowest responsible bid is not accepted by the Owner within the time specified under "Award of Contract," or for such further period of time as may be agreed upon in writing between the Owner and the bidder concerned, or if the bidder to whom the contract is awarded executes and delivers to the Owner the required contract documents, the amount of the certified or cashier's check will be returned to the bidder. Attention is directed to the requirement noted on contract bonds that the Attorney-in-Fact attach a certified copy of the Power of Attorney. If the bidder elects to furnish a bid bond as his bid security, he shall use the bid bond form bound herein, or one conforming substantially to it in form and acceptable to the Owner.

RELIEF OF BIDDER: If the bidder claims a mistake was made in his bid, the bidder shall give the Owner written notice within five (5) days after the opening of bids of the alleged mistake, specifying in the notice in detail how the mistake occurred. Relief will be granted only for clerical errors and at the Owner's discretion.

INFORMATION AND INSTRUCTIONS FOR BIDDERS

RETURN OF BID SECURITY: Within fifteen (15) calendar days after award of the contract, the Owner will return the bid securities accompanying such of the bids as are not considered in making the award. All other bid securities will be held until the contract has been finally executed. They will then be returned to the respective bidders whose bids they accompany.

AWARD OF CONTRACT: Award of a contract, if it be awarded, will be **based on the lowest responsible bidder for the Total Bid**. Due to a limit of available funds, the entire project may not be awarded. The complete Bid Schedule will be awarded in its entirety if a bid is within the funds available. However, the City reserves the right to add or delete any items of Work listed in the Bid Schedule by increasing and/or reducing the quantities in accordance with Section 3- Changes in Work of the Standard Specifications. Should the City choose to add or delete any items of Work, the lump sum prices for the remaining Work shall not be adjusted or modified and the total project bid amount will be revised accordingly. The remaining amount shall then become the total project bid amount for all remaining portions of Work and shall be the total contract amount awarded for the project. The City shall have sole discretion in selection of which items of Work, if any, will be modified in the best interest of the City and within the amount of funds budgeted for the project. Bidder's experience and additional information requested on the form "INFORMATION REQUIRED OF BIDDER," bound herein, also will be evaluated. Owner reserves the right to reject any or all bids, to waive any informality in a bid, and to make awards in the interest of the Owner. The low bidder may be required to submit, prior to award, additional financial statements and resumes of previous Work.

CANCELLATION OF AWARD: The Owner reserves the right to cancel the award without liability of the bidder, except return of bid guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner.

EXECUTION OF CONTRACT: The bidder to whom award is made shall execute a written contract with the Owner on the form of agreement provided, shall secure all insurance and shall furnish all certificates and bonds required by the specifications within fifteen (15) calendar days after receipt of the contract from the Owner. Failure or refusal to enter into a contract as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the bid guarantee. If the successful bidder refuses or fails to execute the contract, the Owner may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the contract, the Owner may award the contract to the third lowest responsible bidder. If the City awards the contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied by the City to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder.

CONTRACT BONDS: The Contractor shall furnish two good and sufficient bonds in the amounts specified in the "NOTICE INVITING BIDS." One of the said bonds shall guarantee the Faithful Performance of the said contract by the Contractor; and the other of the said bonds shall secure the payment of claims for labor and material; both as required by the State Contract Act. Bonds issued by a surety who is listed in the latest version of U.S. Department of Treasury Circular 570, who is authorized to issue bonds in California, and whose bonding limitation shown in said circular is sufficient to provide bonds in the amount required by the Contract shall be deemed to be approved unless specifically rejected by the Owner. Bonds from all other sureties shall be accompanied by all of the documents enumerated in Code of Civil Procedure 995.660(a). The Bidder shall pay all bond premiums, costs, and incidentals.

INFORMATION AND INSTRUCTIONS FOR BIDDERS

WORKER'S COMPENSATION CERTIFICATE: A "Contractor's Certificate Regarding Worker's Compensation" is included as part of the Contract Documents, in accordance with the Labor Code. The Contractor must complete this certificate before commencing the performance of the Work of this contract.

NOTICE TO PROCEED: Upon execution of the contract, the Owner will return to the Contractor one set of completed documents and will issue Notice to Proceed within 10 days, authorizing the Contractor to proceed with the Work and establishing the date of commencement of the Contract Time. The Contractor shall begin Work within 10 days following the date of commencement stated in the Notice to Proceed.

BUSINESS LICENSES: Prior to the start of Work, the Contractor and all subcontractors shall obtain Business Licenses from the City Finance Department. The process for obtaining and fees for City business licenses are described in Section 7-1.04 - Permits and Licenses.

BID PROTESTS: Bid protests must be received by the City no later than the close of business on the fifth (5th) working day following bid opening. The bid protest shall be in writing and must include the following: name, address, and telephone of the protestor; signature of the protestor; a detailed statement of all legal and factual grounds for the protest; and the form of relief requested and the legal basis for such relief. If a valid protest is timely filed, the City will investigate the bid protest or cause it to be investigated, and then rule on the bid protest. The City will rule on the protest and the City's determination is final.

**BID PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
SAN DIEGUITO DRIVE IMPROVEMENTS PROJECT**

PROPOSAL SUBMITTED BY:

Name of Bidder _____

Business Address _____

The undersigned Bidder proposes and agrees, if this Bid is accepted by the Owner, to enter into a contract with the Owner in the form of agreement included in the Contract Documents to complete all Work as specified or indicated under the Contract including Addenda Nos. ____, ____, and ____; and in accordance with all other Contract Documents.

The undersigned Bidder accepts all of the terms and conditions of the Notice Inviting Bids and Instructions to Bidders, including without limitation those dealing with the disposition of the Bid Security. Bidder will enter into a contract within fifteen (15) calendar days after receipt of the agreement forms from the Owner, and will furnish the insurance certificates, Payment Bond, and Performance Bond required by the Contract Documents.

The undersigned Bidder agrees that if this Proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give both, in sums as stated in the Notice Inviting Bids, a faithful Performance Bond and a Payment Bond as required by California State law and by the specifications with surety satisfactory to the Owner within fifteen (15) days after the undersigned has received notice of the award of the Contract from the Owner and that the Contract is ready for signature, the Owner may, at its option, determine that the bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void, and the forfeiture of the security accompanying this Proposal shall operate and the same shall be the property of the Owner.

By signing this proposal on the signature portion hereof, the undersigned, as bidder, under penalty of perjury deposes and says: that the Contractor listed herein is licensed to perform Work in the State of California according to the Contractor's License Law and that the license number and expiration date specified herein are true and in accordance with Business and Profession Code Amendment 7028.15 (e). Any bid not containing this information, or bid containing information, which is subsequently proven false, shall be considered nonresponsive and shall be rejected.

By signing this proposal on the signature portion hereof, the undersigned, as bidder, under penalty of perjury deposes and says: that the only persons or parties interested in this Proposal as Principals are those named herein; that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with said bid; that the undersigned Bidder has examined the site and locality where the Work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

The bidder's execution of the signature portion of this bid shall also constitute an endorsement and execution of those certificates and attachments which are a part of this bid.

In addition, the undersigned bidder has examined the annexed proposed form of contract, and the Drawings, Special Provisions and Specifications therein referred to; and the undersigned proposes, and agrees if this Proposal is accepted, that the undersigned will furnish the required Bonds and Contract with the Owner, in the form and copy of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the Work and furnish all the materials specified in the Contract, in the manner and time therein set forth, and that the undersigned will take in full payment therefore the unit and/or lump sum prices named in the following bid schedule(s).

**BID PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
SAN DIEGUITO DRIVE IMPROVEMENTS PROJECT**

I/We agree to construct the City of Del Mar **San Dieguito Drive Improvements Project**, for the price listed on this proposal sheet.

BID SCHEDULE

NO	DESCRIPTION OF WORK	QTY	UNIT	UNIT COST	TOTAL COST
GENERAL					
1	MOBILIZATION, DEMOBILIZATION AND CLEANUP	1	LS		
2	CLEARING AND GRUBBING AND DEMOLITION	1	LS		
3	TRAFFIC CONTROL IMPLEMENTATION	1	LS		
4	CONSTRUCTION STAGING	1	LS		
5	STORM WATER POLLUTION PREVENTION AND EROSION CONTROL BMPS	1	LS		
6	CONSTRUCTION SURVEY STAKING	1	LS		
7	RECORD DRAWINGS (AS-BUILTS)	1	LS		
REMOVALS, RELOCATIONS, AND ADJUSTMENTS IMPROVEMENTS					
8	FULL DEPTH AC REMOVAL (9.5 INCHES MINIMUM)	20,043	SF		
9	REMOVE AND REINSTALL MAILBOX	8	EA		
10	REMOVE EXISTING AC BERM / DIKE / CURB	40	LF		
11	REMOVE AND REINSTALL WOODEN FENCE	100	LF		
12	REMOVE AND REINSTALL METAL FENCE	40	LF		
13	REMOVE AND REINSTALL LANDSCAPING BLOCK WALL	140	LF		
14	ADJUST HANDHOLES TO FINISH GRADE	6	EA		
15	ADJUST WATER VALVE TO FINISH GRADE	4	EA		
16	ADJUST WATER METER BOX TO FINISH GRADE	7	EA		
17	RELOCATE WATER METER	1	EA		

**BID PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
SAN DIEGUITO DRIVE IMPROVEMENTS PROJECT**

NO	DESCRIPTION OF WORK	QTY	UNIT	UNIT COST	TOTAL COST
18	ADJUST GAS VALVE TO FINISH GRADE	2	EA		
19	IRRIGATION RELOCATION	1	LS		
20	MISCELLANEOUS LANDSCAPING REPLACEMENTS	1	LS		
EARTHWORK					
21	SITE GRADING (EXPORT)	220	CY		
22	REMEDIAL GRADING	1,194	CY		
SURFACE IMPROVEMENTS					
23	ASPHALT CONCRETE (AC) PAVEMENT	453	TN		
24	AGGREGATE BASE (AB)	375	CY		
25	GRAVEL PARKING AREA (4" THICK)	1,924	SF		
26	ROLLED CURB AND GUTTER, TYPE A, PER SDRSD G-4A	1,697	LF		
27	RESIDENTIAL CONCRETE DRIVEWAY	678	SF		
28	ASPHALT CONCRETE DRIVEWAY	799	SF		
29	CURB AND GUTTER, TYPE G, PER SDRSD G-02	75	LF		
30	CURB AND GUTTER, TYPE H, PER SDRSD G-02	235	LF		
31	6 INCH CURB PER SDRSD G-01	79	LF		
32	MASONRY RETAINING WALL, TYPE 6, PER SDRSD C-06	133	SF		
DRAINAGE IMPROVEMENTS					
33	18 INCH RCP STORM DRAIN	16	LF		
34	12 INCH PVC PIPE	112	LF		
35	CURB INLET, TYPE C, PER SDRSD D-03A/B	1	EA		
36	MODULAR WETLAND	2	EA		

**BID PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
SAN DIEGUITO DRIVE IMPROVEMENTS PROJECT**

NO	DESCRIPTION OF WORK	QTY	UNIT	UNIT COST	TOTAL COST
37	SPLASH PAD	1	EA		
TRAFFIC IMPROVEMENTS					
38	REMOVE AND SALVAGE EXISTING TRAFFIC SIGNS AND POSTS	3	EA		
39	TRAFFIC SIGN AND POST	9	EA		
40	PAVEMENT STRIPING, MARKINGS, AND MARKERS	1	LS		
LANDSCAPING					
41	HYDROSEED	1	LS		

Total Bid of Project in Numbers = _____

Total Bid of Project in Words: _____ Dollars

and _____ Cents

**BID PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
SAN DIEGUITO DRIVE IMPROVEMENTS PROJECT**

BID SCHEDULE NOTES:

Payment will be based on actual quantities furnished, installed, or constructed in accordance with the Bid Schedule of Values. **Description of Bid Items included in the Modifications to the Standard Specifications “Greenbook” Part 1 – General Provisions, Item 7-6 – Bid Items.**

Bids are to be submitted for every item on Bid Schedule. The amount of the bid for comparison purposes will be the Total Project Bid Price. The bidder shall set forth for each unit basis item of Work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the “Total” column shall be the extension of the unit price bid on the basis of the estimated quantity for the item.

The City of Del Mar reserves the right to vary the estimated quantities in accordance with the percentages listed in each section of the Special Provisions – Technical Provisions, Part 4 – Measurement and Payment. If no percentage is given, the quantities shall not vary more than plus or minus 25 percent in accordance with the Standard Specifications.

The Contractor is required to maintain and guarantee bid prices for a period of 75 days after bid opening.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the “Total” column, then the amount set forth in the “Total” column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the Engineer from measured quantities of Work performed based upon the Schedule of Values.

The Contract prices paid for the Work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by federal, state, or local government, including, without being limited to, federal excise tax.

SUBCONTRACTORS: The Bidder shall provide the information requested on the following pages for each subcontractor who will perform Work under this contract in excess of one-half of one percent of the total bid price. After the opening of proposals, no changes or substitutions will be allowed except as otherwise provided by law. The bidder's attention is directed to the provisions of the General Provisions that require that not less than 50 percent of the Work shall be performed with the bidders own forces. Failure to comply with this requirement will render the proposal non-responsive and may cause its rejection.

The Bidder understands that failure to specify a subcontractor for any portion of the Work to be performed under the contract in excess of one-half of one percent of the bid, shall be deemed that the Bidder has agreed to perform such portion, and that the Bidder shall not be permitted to sublet or subcontract that portion of the Work except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity in accordance with the provision of the Subletting and Fair Practices Act (Section 4100 et seq. of the California Government Code).

**BID PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
SAN DIEGUITO DRIVE IMPROVEMENTS PROJECT**

DESIGNATION OF SUBCONTRACTORS

If no subcontractors are to be employed for the portions of Work described, enter the word "None." If Bidder proposes to subcontract any portion of Work not described below, provide information description labeled "Other." Attach additional sheets if necessary.

Licensed professionals, including engineers, land surveyors, geologists, and geophysicists, acting solely in their professional capacity, are not required to be listed as subcontractors in the subcontractor table.

Description of Work to be Performed	Percent of Total Contract	Subcontractor's Name and Address	Subcontractor's License Number

**BID PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
SAN DIEGUITO DRIVE IMPROVEMENTS PROJECT**

GENERAL INFORMATION REQUIRED OF BIDDER

The Bidder shall furnish the requested information for Items 1 through 5. Failure to comply with this requirement will render the Proposal non-responsive and may cause its rejection. Additional sheets shall be attached as required. Information for Items 6 through 7 shall be furnished by the low bidder within three days of request by the City.

- (1) Contractor's name and address: _____

- (2) Contractor's telephone number: _____
- (3) Contractor's license: Primary classification: _____
State License No.: _____ Expiration date: _____
Supplemental classifications held, if any: _____
- (4) Name of person who inspected site(s) of proposed Work for your firm:
Name: _____ Date of Inspection: _____
- (5) Name of the person authorized to sign the Contract:
Name: _____ Position Title: _____
Contact email: _____ Contact Phone: _____
- (6) Upon request, submit the experience resume for the person who will be designated chief construction superintendent.
- (7) Upon request, submit a general description of the plan to accomplish the Work and a proposed schedule.

**BID PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
SAN DIEGUITO DRIVE IMPROVEMENTS PROJECT**

EQUIPMENT/MATERIAL SOURCE INFORMATION

The bidder shall indicate opposite each item of equipment or material listed below, the name of the manufacturer or supplier of the equipment or material proposed to be furnished under the bid. Failure to comply with this requirement will render the proposal non-responsive and may cause its rejection.

Awarding of a contract under this bid will not imply approval by the Owner of the manufacturers or suppliers listed by the bidder. Regardless of the listed Manufacturers/Supplier, all products or equipment to be furnished by the Contractor must conform to all requirements of the Specifications and Drawings. The bidder agrees to provide the listed products under this contract, and, after the opening of proposals, no changes or substitutions will be allowed without written approval of the Owner.

	<u>Equipment/Material</u>	<u>Manufacturer/Supplier</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____

**BID PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
SAN DIEGUITO DRIVE IMPROVEMENTS PROJECT**

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed or otherwise prevented from bidding on, or completing a federal state or local government project because of a violation of law or a safety regulation?

YES _____ NO _____

If the answer is yes, explain the circumstances on a separate sheet of paper and attach to proposal.

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

**CONTRACTOR'S CERTIFICATION OF AWARENESS
OF IMMIGRATION REFORM AND CONTROL ACT OF 1986**

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

AFFIDAVIT OF NONCOLLUSION

As required by California Public Contracts Code section 7106, the Contractor has submitted as Attachment E the affidavit of non-collusion, which is attached hereto and incorporated herein as though fully set forth at length.

NOTE: The above Questionnaire, Statement, and Non-Collusion Affidavit are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Questionnaire, Statement and Non Collusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID**

State of California)
County of San Diego) ss.
)

_____ (name), being first duly sworn, deposes and says that he or she is _____ (title) of _____ (name of bidder), the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

DATE _____

**PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
SAN DIEGUITO DRIVE IMPROVEMENTS PROJECT

GUARANTY/BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

as Principal and _____
as Surety, are held and firmly bound unto the **CITY OF DEL MAR**, as **Owner** in the penal sum of (10% of
bid)_____

_____. Dollars, (\$_____) for each payment of
which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns.

Signed this _____ day of _____, 20_____.

The condition of the above obligation is such that whereas the Principal has submitted to **THE CITY OF DEL
MAR**, a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

SAN DIEGUITO DRIVE IMPROVEMENTS PROJECT

NOW THEREFORE,

- (a) If such Bid shall be rejected, or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract
attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful
performing labor or furnishing materials in connection therewith, and shall in all other respects perform the
agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood
and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal
amount of this obligation as herein states.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be
in no way impaired or affected by any extension of the time within which the City may accept such Bid and said
Surety does hereby waive notice of any such extension. The Surety agrees that if the City commences litigation to
collect amounts due under this bond, the Surety shall pay, in addition to the amount of the Bond, all reasonable
attorney fees and costs incurred by the City.

**PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
SAN DIEGUITO DRIVE IMPROVEMENTS PROJECT**

GUARANTY/BID BOND

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be herein affixed and these presents to be signed by their officers, the day and year first set forth.

BY: _____

SEAL

**ATTORNEY-IN-FACT
ACKNOWLEDGMENT OF SURETY**

STATE OF: _____

COUNTY OF: _____

On this _____ day of _____, 20____

before me _____ a Notary Public in and
for said County and State personally appeared _____

known to me to be the person whose name is subscribed to the within instrument as the Attorney-In-Fact of the ____
_____ Corporation named as Surety in said
instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own
name as Attorney-In-Fact.

NOTE: Signature of those executing for Surety must be properly acknowledged.

NOTE: The Attorney-In-Fact must attach a certified copy of the Power of Attorney.

Notary Public in and for the County of

State of California

BIDDER'S SIGNATURE CERTIFICATE

I hereby certify, under penalty of perjury, that the foregoing Proposal is true, correct, and legally submitted.

BIDDER: _____
(Legal Name of Bidder)

by: _____
(Signature) (Title)

Dated _____, 20____, at _____

Business Address: _____

Telephone: _____

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co-partnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be submitted with the bid; otherwise, the bid may be disregarded as irregular and unauthorized.