

CITY OF OCEANSIDE CONTRACT DOCUMENTS

SECTION 5: AWARD DOCUMENTS

5.1 PUBLIC WORKS AGREEMENT

**PROJECT: Rectangular Rapid Flashing Beacons & L.E.D. Stop Signs-2025
CIP25-00001**

PLAN REFERENCE NUMBERS: CIP25-00001

THIS PUBLIC WORKS AGREEMENT is made and entered into for the above referenced Project, this 21 day of May, 2025, BY AND BETWEEN the City of Oceanside, as AGENCY, and Fordyce Construction, Inc., as CONTRACTOR.

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

5.1.1 Contents of Contract Documents. The Contract Documents for this project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Bid Documents, Notice of Award, Award Documents, Notice to Proceed, General Provisions, Special Provisions, Plan Exhibits A - E, H, L, S, T, U, X, BB, CC, DD and R24-00035 and all permits from other agencies as may be required by law. All Contract Documents not attached hereto are incorporated herein by reference.

The Contract Documents may be amended in writing from time to time in accordance with Subsections 2.9, 5.1.16, and 7.21, to clarify or modify the work contemplated in order to ensure the completion of the work in an acceptable manner. These amendments shall be incorporated into the Contract Documents.

If there is a conflict between Contract Documents, the document highest in precedence shall control. The precedence shall be:

- a. Requirements set by Local, State and Federal law, including permits required thereby.
- b. Amendments approved pursuant to Subsections 2.9, 5.1.16, and 7.21.
- c. Instructions to Bidders, Notice of Award, Award Documents, Notice to Proceed and General Provisions.
- d. Special Provisions.
- e. Plans.
- f. Bid Documents and Exhibits.
- g. Notice Inviting Sealed Bids, all other notices, reports, and documents to the extent specifically referred to in other Contract Documents.

**Public Works Agreement
Rectangular Rapid Flashing Beacons & L.E.D. Stop Signs-2025
CIP25-00001**

5.1.2 Agency's Obligations. AGENCY hereby promises and agrees to pay CONTRACTOR for all work performed in accordance with these Contract Documents at the time, in the manner, and upon the conditions set forth in the Contract Documents.

5.1.3 Authorized Agency Representatives. On behalf of the AGENCY, and through the authority of the City Manager, the City Engineer (hereinafter "Engineer") shall be the AGENCY's authorized representative in the interpretation and enforcement of all work performed in connection with this Agreement. The Engineer may delegate authority in connection with this Agreement to the Engineer's designees. The Engineer is authorized to approve change orders which do not exceed two hundred thousand dollars (\$200,000.00) or ten percent (10%) of the Contract price, whichever amount is smaller. Change orders in excess of these amounts shall be approved only by action of the City Council. The Project Manager shall be the Engineer's authorized representative for the purposes of administering this Contract, interpreting and enforcing the terms of the Contract Documents and approving contract change orders which do not result in a change in compensation or time for performance. The Project Manager shall be Abe Chen unless otherwise amended in writing by the Engineer. The Project Manager and the Inspector, on behalf of the Engineer, shall be authorized to suspend the CONTRACTOR's performance, and shall have access at all times to the Project Site and all Contract Documents in the CONTRACTOR's possession. The Inspector shall be determined in writing by the Engineer. The CONTRACTOR shall promptly comply with instructions from the Engineer or from any authorized representative.

5.1.4 Contractor's Obligations. For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to perform or cause to be performed all work set forth in the Contract Documents which shall consist of furnishing all materials, equipment, tools, labor and incidentals required to complete the project in a good and workmanlike manner satisfactory to the Engineer. The CONTRACTOR shall furnish and maintain in good condition all equipment and facilities as required for the proper execution and inspection of the Work.

The CONTRACTOR shall perform diligently and continuously in order to complete all work set forth in the Contract Documents in every detail to the satisfaction of the Engineer. The CONTRACTOR shall complete all work in every detail to the satisfaction of the Engineer, exclusive of maintenance periods, within the Contract Time of 150 working days after the Commencement Date set forth in the Notice to Proceed is sent by the AGENCY.

The CONTRACTOR'S work at the Project Site shall be confined to work days between 8:00 a.m. and 4:30 p.m. on residential, local, and collector streets, and 9:00 a.m. and 3:00 p.m. on arterial streets. Some arterial streets may require night work between the hours of 9:00 p.m. and 5:00 a.m. as determined by the Engineer. Deviation from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property.

**Public Works Agreement
Rectangular Rapid Flashing Beacons & L.E.D. Stop Signs-2025
CIP25-00001**

In the event of either a requested or emergency deviation, inspection fees will be charged against the CONTRACTOR. The service fees will be calculated at overtime rates including benefits, overhead, and travel time. The service fees will be deducted from any amounts due to the CONTRACTOR.

CONTRACTOR's relationship to the AGENCY shall be that of an independent contractor. CONTRACTOR shall have no authority, express or implied, to act on behalf of the AGENCY as an agent, or to bind the AGENCY to any obligation whatsoever, unless specifically authorized in writing by the Engineer.

CONTRACTOR shall be solely responsible to AGENCY for the performance of the CONTRACTOR, and any of its employees, agents, subcontractors, or suppliers, under these Contract Documents. The CONTRACTOR agrees to bind every subcontractor by the terms of these Contract Documents as far as such terms are applicable to the subcontractor's work. Only competent workers shall be employed on the Work. Any person employed, who is found to be incompetent, intemperate, troublesome, disorderly or otherwise objectionable, or who fails or refuses to perform work properly and acceptably, shall be immediately removed from the Work by the CONTRACTOR and not be re-employed on the Work.

5.1.5 Time of the Essence. Time is of the essence in performance of work under these Contract Documents and all timing requirements shall be strictly adhered to unless otherwise modified by the AGENCY in accordance with the Contract Documents. All work shall be completed in every detail to the satisfaction of the Engineer, exclusive of Maintenance Periods, within 150 working days (120 for base items and 30 additional days for the additive alternate) after the commencement date set forth in the Notice to Proceed.

5.1.6 City Business License. Prior to the commencement of any work under this Agreement, the CONTRACTOR shall obtain and present a copy of an Oceanside City Business License to the City Engineer.

5.1.7 Compliance with NPDES and Storm Water Discharge Requirement. Prior to the commencement of any work, the CONTRACTOR shall verify evidence of existing coverage under California's Statewide General NPDES permit for Storm Water Discharges Associated with Construction Activities for all projects subject to the permit. CONTRACTOR shall also retain on the jobsite a Storm Water Pollution Prevention Plan (SWPPP) for inspection by the State Regional Water Quality Control Board (RWQCB) and the City, and shall implement the approved plan concurrent with the construction activities. CONTRACTOR shall comply with all applicable Federal, State and local laws, regulations and requirements pertaining to storm water discharges. Failure to do so can result in the issuance of a Stop Work Order until such time as the site is brought into compliance.

CONTRACTOR shall comply with California RWQCB Order No. R9-2015-0013. CONTRACTOR shall file a discharge Notice of Intent (NOI), and comply with all permit requirements for any proposed discharge of groundwater, including construction

**Public Works Agreement
Rectangular Rapid Flashing Beacons & L.E.D. Stop Signs-2025
CIP25-00001**

groundwater extraction, or excavation or foundation groundwater extraction from any source (other than storm water runoff) regardless of volume. The discharge of groundwater NOI and permit requirements are separate from, and in addition to, the State General NPDES Permit for storm water discharge associated with construction activities, NOI, and related storm water permit requirements.

5.1.8 Contractor's Compensation. The CONTRACTOR agrees to receive and accept the sum of \$645,300.00 pursuant to the Bid Schedule set forth in Section 3.5, as full compensation for furnishing all materials, performing all work, and fulfilling all obligations according to the terms and conditions of the Contract Documents. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of faithfully completing the work in the time and manner specified in the Contract Documents.

5.1.9 Workers' Compensation Certification. Pursuant to Labor Code Section 1861, the CONTRACTOR hereby certifies that the CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code 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 the CONTRACTOR will comply with such provisions, and provide certification of such compliance as a part of these Award Documents. The certification shall be in accordance Subsections 5.1.10(d) through 5.1.10(h) of this Agreement.

The portion of Section 3700 of the California Labor Code which is relevant to this project is as follows:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employee."

5.1.10 Liability Insurance.

(a) CONTRACTOR shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage, insurance, or commercial general liability insurance, covering all operations of CONTRACTOR, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

(b) CONTRACTOR shall maintain insurance in the following minimum amounts:

**Public Works Agreement
Rectangular Rapid Flashing Beacons & L.E.D. Stop Signs-2025
CIP25-00001**

(1) GENERAL LIABILITY

- (a) Comprehensive General Liability Insurance
(bodily injury and property damage)
Combined Single Limit per Occurrence \$2,000,000
General Aggregate per year, or part thereof \$4,000,000

or

- (b) Commercial General Liability Insurance
(bodily injury and property damage)
General Limit per Occurrence \$2,000,000
General Limit Project Specific Aggregate \$4,000,000

(2) AUTOMOBILE LIABILITY INSURANCE \$2,000,000

If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the AGENCY may require additional coverage to be purchased by the CONTRACTOR to restore the required limits. The CONTRACTOR shall also notify the AGENCY's Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONTRACTOR resulting from any of the CONTRACTOR's work.

- (c) All insurance companies affording coverage to the CONTRACTOR for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as an additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be in excess only and not contributing with the insurance provided pursuant to this Section.
- (d) All insurance companies providing coverage under this agreement shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
- (e) All insurance companies affording coverage shall provide thirty (30) day written notice to the City of Oceanside should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- (f) CONTRACTOR shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.

**Public Works Agreement
Rectangular Rapid Flashing Beacons & L.E.D. Stop Signs-2025
CIP25-00001**

- (g) CONTRACTOR shall provide a substitute certificate of insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONTRACTOR to provide such a substitution and extend the policy expiration date shall be considered a default by CONTRACTOR and may subject the CONTRACTOR to a Stop Work Notice until the CONTRACTOR has cured the default.
- (h) Maintenance of insurance by the CONTRACTOR as specified in this Agreement shall in no way be interpreted as relieving the CONTRACTOR of any responsibility whatever and the CONTRACTOR may carry, at its own expense, such additional insurance as it deems necessary.
- (i) CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that AGENCY is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

5.1.11 Contractor's Indemnification of Agency. CONTRACTOR shall indemnify and hold harmless the AGENCY and its officers, agents and employees against all claims for damages to persons or property arising out of the conduct of the CONTRACTOR or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except only for those claims arising from the established sole or active negligence or sole willful misconduct of the AGENCY, its officers, agents, or employees. CONTRACTOR's indemnification shall include all claims for damages arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the work of any invention, design, process, product, or device not specified in the Contract Documents. CONTRACTOR's indemnification shall include any and all costs, expenses, attorneys' fees and liability incurred by the AGENCY, its officers, agents, or employees in enforcing the provisions of this subsection, and in defending against such claims, whether the same proceed to judgment or not. Further, CONTRACTOR at its own expense shall, upon written request by the AGENCY, defend any such suit or action brought against the AGENCY, its officers, agents, or employees.

5.1.12 Contractor's Guarantee. The CONTRACTOR hereby guarantees that the entire work performed and all materials, parts, and equipment furnished on this project by the CONTRACTOR, all subcontractors, suppliers and vendors shall meet all requirements of this contract as to the quality of materials, equipment, and workmanship during the Guarantee period. The Guarantee period shall begin on the date on which the work of improvement for this Public Works Agreement is accepted by the AGENCY, or the date of recordation of the Notice of Completion, whichever is earlier, and shall be in effect for three hundred and sixty five (365) days thereafter.

If the Engineer determines that any of the work performed, or any of the materials, parts or equipment furnished are defective, or have become defective, during the Guarantee

**Public Works Agreement
Rectangular Rapid Flashing Beacons & L.E.D. Stop Signs-2025
CIP25-00001**

period, the AGENCY shall have the unqualified option to make any needed replacements or repairs itself or to have such replacements or repairs performed by the CONTRACTOR. For the purposes of this Guarantee, the term "defective" shall mean any work performed, or any materials, parts, or equipment furnished which fails to be in a condition as originally intended in accordance with the Plans and Special Provisions, due to the negligent or intentional acts, errors or omissions of the CONTRACTOR.

If the AGENCY elects to have the needed replacements or repairs performed by the CONTRACTOR, and the Engineer gives written notice of this election to the CONTRACTOR, the CONTRACTOR agrees to perform the replacements or repair at no cost to the AGENCY within thirty (30) days after the date of the Engineer's written notice.

If the CONTRACTOR fails to perform within thirty (30) days after the date of the Engineer's written notice, or if the AGENCY elects to perform the needed replacements or repairs itself, the AGENCY shall be entitled to compensation from the CONTRACTOR for all costs and expenses reasonably incurred in restoring the work to the condition as originally intended, including the cost of any such equipment or materials replaced, the cost of removing and replacing any other work necessary, and attorneys' fees.

5.1.13 Assignment and Delegation. This Contract and any portion thereof shall not be assigned or transferred, nor shall any of the CONTRACTOR's duties be delegated, without the express written consent of the AGENCY. Any attempt to assign or delegate this contract without the express written consent of the AGENCY shall be void and of no force or effect. A consent by the AGENCY to one assignment shall not be deemed to be a consent to any subsequent assignment.

This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

5.1.14 Entire Agreement. The Contract Documents comprise the entire agreement between AGENCY and CONTRACTOR concerning the work to be performed for this project. The Contract Documents are complementary; what is called for in one is binding as if called for by all.

5.1.15 Interpretation of the Contract. The interpretation, validity and enforcement of this Contract shall be governed by and construed under the laws of the State of California. The Contract Documents do not limit any other rights or remedies available to AGENCY.

The Table of Contents and section and subsection headings contained in the Contract Documents are for convenience in reference and are not intended to define or limit the scope of any provision thereof.

**Public Works Agreement
Rectangular Rapid Flashing Beacons & L.E.D. Stop Signs-2025
CIP25-00001**

Should any provision herein be found or deemed to be invalid, these Contract Documents shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of these Contract Documents are severable.

The CONTRACTOR shall be responsible for complying with all Local, State, and Federal laws whether or not said laws are expressly stated or referred to herein.

5.1.16 Contract Modification. This Contract may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto, or in accordance with subsection 7.21.

5.1.17 Waiver. No term or provision hereof shall be deemed waived and no default or breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented to such breach. The consent by any party to, or waiver of, a breach or default by the other, shall not constitute a consent to, waiver of, or excuse for, any other different or subsequent breach or default.

5.1.18 Advanced Clean Fleet Regulation. 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 Agreement, 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 subcontractor's fleet including, without limitation, Certificates of Reported Compliance ("CRC"), fuel/refueling records, maintenance records, permissions 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.

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 from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the regulation.

5.1.19 Signatures. The individuals executing this Public Works Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONTRACTOR and the AGENCY.

5.1.20 Notices. All notices, demands, requests, consents or other communications

**Public Works Agreement
Rectangular Rapid Flashing Beacons & L.E.D. Stop Signs-2025
CIP25-00001**

which this Agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or mailed to the respective party as follows:

TO AGENCY:

Abe M. Chen, Associate Traffic Engineer
Public Works Department – Traffic Eng.
300 North Coast Highway
Oceanside, CA 92054

TO CONTRACTOR:

Fordyce Construction, Inc.
Brian Fordyce
9932 Prospect Ave, Ste 138
Santee, CA 92071

Either party may change its address by notice to the other party as provided herein. Communications shall be deemed to have been given and received on the first to occur of (i) actual receipt at the offices of the party to whom the communication is to be sent, as designated above, or (ii) three (3) working days following the deposit in the United States Mail of registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Public Works Agreement to be executed by setting hereunto their names, titles, hands, and seals this _____ day of _____, 20__.

**PROJECT: Rectangular Rapid Flashing Beacons & L.E.D. Stop Signs-2025
CIP25-00001**

Fordyce Construction, Inc.

City of Oceanside

By: _____
Brian Fordyce, President

By: _____
Jonathan Borrego, City Manager

By: _____

Date: _____

Date: _____

Attest: City Clerk

City Business License No.

Approved as to Form:
City Attorney

91-1986226, DIR# 1000003113

Federal Employer I.D. No., DIR Registration

NOTARY ACKNOWLEDGEMENTS OF CONTRACTOR MUST BE ATTACHED.

Performance Bond No: _____

CITY OF OCEANSIDE CONTRACT DOCUMENTS

SECTION 5: AWARD DOCUMENTS

5.2: PERFORMANCE BOND

**PROJECT: Rectangular Rapid Flashing Beacons & L.E.D. Stop Signs-2025
CIP25-00001**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, AGENCY has awarded and CONTRACTOR is about to execute a Public Works Agreement for the above referenced Project ("Contract") and the terms thereof, which are incorporated herein by reference, require the furnishing of a bond with said Contract providing for the faithful performance of said contract by the CONTRACTOR.

NOW, THEREFORE, WE, (Contractor's Name), as CONTRACTOR, and _____, as Surety, are held and firmly bound unto the City of Oceanside, as AGENCY, in the penal sum of _____ dollars, (\$_____), lawful money of the United States of America, said sum being one hundred percent (100%) of the estimated amount payable by AGENCY under the terms of the Contract, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded CONTRACTOR shall in things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract and any alteration thereof made as therein provided on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the AGENCY, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall remain in full force and effect in favor of AGENCY.

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

Performance Bond No. _____
Rectangular Rapid Flashing Beacons & L.E.D. Stop Signs-2025
CIP25-00001

The Surety hereby stipulates and agrees, for value received, that no alterations in the work to be done, materials to be furnished, or time for completion made pursuant to the terms of the contract shall in any way affect the Surety of its obligations on this bond, and notice of any such alterations is hereby waived by Surety.

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity and authority to enter into and execute this document on behalf of the above bounden CONTRACTOR and Surety, and have set their names, titles, and signatures hereon this _____ day of _____, 20__.

PROJECT: Rectangular Rapid Flashing Beacons & L.E.D. Stop Signs-2025
CIP25-00001

Contractor

Surety

Name

Name

By

By

By

By

Address

Address

Telephone Number

Telephone Number

NOTARY ACKNOWLEDGEMENTS OF CONTRACTOR AND SURETY MUST BE ATTACHED.

Payment Bond No: _____

CITY OF OCEANSIDE CONTRACT DOCUMENTS

SECTION 5: AWARD DOCUMENTS

5.3 PAYMENT BOND

**PROJECT: Rectangular Rapid Flashing Beacons & L.E.D. Stop Signs-2025
CIP25-00001**

KNOW ALL PERSONS BY THESE PRESENT:

WHEREAS, AGENCY has awarded and CONTRACTOR is about to execute a Public Works Agreement for the above reference Project ("Contract") and the terms thereof, which are incorporated herein by reference, require the furnishing of a payment bond upon the terms and conditions set forth herein.

NOW, THEREFORE, WE, (Contractor's Name) as CONTRACTOR, and, _____ as Surety, are held and firmly bound unto the City of Oceanside, as AGENCY, in the penal sum of _____ dollars, (\$_____), lawful money of the United States of America, said sum being one hundred percent (100%) of the estimated amount payable by AGENCY under the terms of the Contract, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these present.

The condition of this obligation is such that if the CONTRACTOR or any of its subcontractors shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done; or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor that the surety will pay for the same, and also, in case suit is brought upon the bond, a reasonable attorney's fee, to be fixed by the court. This bond shall inure to the benefit of any of the persons named in Civil Code Section 8004 so as to give a right of action to such persons or their assigns in any suit brought upon the bond.

**Payment Bond No.
Rectangular Rapid Flashing Beacons & L.E.D. Stop Signs-2025
CIP25-00001**

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any of the Contract Documents pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme of work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under the Contract Documents or under this bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond, and that this bond 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 benefits such bond has been given, by reason of any breach of contract between the AGENCY and CONTRACTOR, and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity and authority to enter into and execute this document on behalf of the above bounden CONTRACTOR and Surety, and have set their names, titles, and signatures hereon this _____ day of _____, 20__.

**PROJECT: Rectangular Rapid Flashing Beacons & L.E.D. Stop Signs-2025
CIP25-00001**

Contractor

Surety

Name

Name

By

By

Address

Address

Address

Address

Telephone Number

Telephone Number

NOTARY ACKNOWLEDGEMENTS OF CONTRACTOR AND SURETY MUST BE ATTACHED.

CITY OF OCEANSIDE CONTRACT DOCUMENTS

SECTION 3: BID DOCUMENTS

**PROJECT: Rectangular Rapid Flashing Beacons & L.E.D. Stop Signs-2025
CIP25-00001**

3.1 EXAMINATION OF PROJECT SITE AND CONTRACT DOCUMENTS. The Bidder declares that the project site, the terms of all Contract Documents, and the local conditions (including costs and physical conditions) affecting the performance of the work have all been carefully examined by the Bidder. The Bidder has taken all actions necessary to determine the requirements and difficulties of performance of the work.

The Contract Documents for this project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Bid Documents, Notice of Award, Award Documents, Notice to Proceed, General Provisions, Special Provisions, Plans, and all permits from other agencies as may be required by law.

The Contract Documents may be amended in writing from time to time in accordance with Subsections 2.9, 5.1.16, and 7.21, to clarify or modify the work contemplated in order to ensure the completion of the work in an acceptable manner. These amendments shall be incorporated into the Contract Documents.

The precedence of the Contract Documents is set forth in Subsection 5.1.1.

The Bidder's failure or omission to receive or examine any part of the Contract Documents, or to visit the site and be familiar with the existing conditions, shall in no way relieve the Bidder from obligation with respect to this bid or to the performance of the work under this contract.

3.2 BIDDER'S CERTIFICATIONS. Based upon the Bidder's above-stated examination of the project site and Contract Documents, and in accordance with the AGENCY's Notice Inviting Sealed Bids, the Bidder hereby bids to perform or cause to be performed all work as set forth in the Contract Documents which shall consist of furnishing all materials, equipment, tools, labor, transportation, services, and incidentals required to complete the project in a good and workmanlike manner satisfactory to the Engineer.

The Bidder understands that (i) a bid is required for the entire work, (ii) the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids, and (iii) final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

Bid Documents

Rectangular Rapid Flashing Beacons & L.E.D. Stop Signs-2025 CIP25-00001

The Bidder understands that the unit prices set forth by the Bidder in the Bid Schedule shall include all appurtenant expenses, premiums, taxes, royalties, and fees. The Bidder shall make no reference in the Bid to Sales Tax, Use Tax, or any other tax. The Bidder shall make no reference in the Bid to any patent fees or royalties on any patented article or process which may be furnished or used in the Bid. The Bidder shall make no reference in the Bid to any premium for insurance or surety bonds. All amounts bid shall be deemed and held to include any such taxes, fees, royalties, or premiums which may be applicable.

The CONTRACTOR shall be responsible for all loss or damage arising out of the nature of the work, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the AGENCY, except as is otherwise provided in California Public Contract Code Section 7105. CONTRACTOR shall also be responsible for expenses incurred in the suspension or discontinuance of the Work unless the CONTRACTOR is granted an extension of time for completion and a contract change order pursuant to Subsection 7.21 of the General Provisions.

The CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation of the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.

3.3 ASSIGNMENT BY BIDDER TO AGENCY. Pursuant to Public Contract Code Section 7103.5, in submitting a bid to AGENCY, Bidder offers and agrees that if the bid is accepted, it will assign to the AGENCY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act, (Chapter 2; commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchases of goods, materials, or services by Bidder for the sale to AGENCY pursuant to the bid. Such assignment shall be made and become effective at the time AGENCY tender's final payment to Bidder.

3.4 BIDDER'S OBLIGATIONS UPON AGENCY'S ACCEPTANCE OF BID. If this bid is accepted for award by AGENCY, the Bidder receives a Notice of Award, Bidder agrees to properly execute all Contract Documents including bonds and insurance certificates in the time and manner specified in the Notice of Award.

Time is of the essence in the Bidder's performance of all obligations under these Contract Documents and all timing requirements shall be strictly adhered to unless otherwise modified by the AGENCY in accordance with the Contract Documents.

Bidder understands that failure to properly execute the Contract Documents in the time and manner specified in the Notice of Award shall result in forfeiture to the AGENCY of the Bidder's Security accompanying this bid. Upon proper execution of the Contract

Bid Documents**Rectangular Rapid Flashing Beacons & L.E.D. Stop Signs-2025
CIP25-00001**

Documents by the Bidder and AGENCY, the Bidder shall perform all work for this project at the unit prices set forth in the following Bid Schedule.

3.5 BID SCHEDULE.

The contract is subject to award to the lowest responsive and responsible bidder based on the Base Bid. The City reserves the right to award a contract amount equal to the Base Bid or any combination of the Base Bid and the Bid Additive Alternate.

BASE BID SCHEDULE:

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extended Amount</u>
1.	Mobilization	1	LS	65,400	65,400
2.	Traffic Control	1	LS	7,260	7,260
3.	Clear & Grubbing	1	LS	12,800	12,800
4.	Excavation	1	LS	13,200	13,200
5.	Fire Mountain Drive & End of Ivy Road: <u>Exhibit L</u> The installation of Ped Ramps & RRFB	1	LS	42,900	42,900
6.	Cedar Road & Lonnie Street: <u>Exhibit S</u> The installation of Ped Ramps & RRFB	1	LS	46,900	46,900
7.	South Horne Street & Kelly Street: <u>Exhibit U</u> The installation of Ped Ramps & RRFB	1	LS	41,900	41,900
8.	Wisconsin Avenue & South Ditmar Street: <u>Exhibit X</u> The installation of Ped Ramps & RRFB	1	LS	51,600	51,600
9.	Oceanic Way & Corporate Center Drive: <u>Exhibit BB</u> The installation LED Stop Signs	1	LS	8,900	8,900
10.	Village Drive & Treetop Road: <u>Exhibit CC</u> The installation LED Stop Signs	1	LS	4,500	4,500
11.	Village Drive & Douglas Drive: <u>Exhibit DD</u> The installation LED Stop Signs	1	LS	4,500	4,500

Bid Documents**Rectangular Rapid Flashing Beacons & L.E.D. Stop Signs-2025
CIP25-00001**

Vista Way and South Horne Street
(for the following bid items, please refer to R24-00035)

12.	Remove & Dispose of existing Concrete Infrastructure	1	LS	21,200	21,200
13.	Furnish & Install Pedestrian Crossing Rectangular Rapid Flashing Beacon (RRFB)	2	EA	14,800	29,600
14.	Remove Existing & Install new 12" PVC Water Main	40	LF	450	18,000
15.	Install Thrust Blocks	4	EA	300	1,200
16.	Extension of Existing 6" Fire Hydrant service With Valve	10	LF	300	3,000
17.	Construct Modified 6" Type H Concrete Curb & Monolithic Cross Gutter Over 6" Class II Base	500	SF	24	12,000
18.	Construct Modified 6" Type H Concrete Curb & Gutter Over 6" Class II Base	109	LF	100	10,900
19.	Remove Existing Sidewalk & Construct 4" PCC Sidewalk Over 6" Class II Base	140	SF	20	2,800
20.	Remove Existing Ramps & Construct Curb Ramps with Yellow Truncated Domes	6	EA	3,700	22,200
21.	Construct Cobble Landscape	510	SF	8	4,080
22.	Construct Cross Gutter Over 6" of Class II Base	860	SF	14	12,040
23.	Construct Modified Curb Outlet	2	EA	9,600	19,200
24.	Construct AC Pavement to Match Existing Section	210	SF	120	25,200
25.	Install High Visibility Thermoplastic Yellow Continental Crosswalk Striping	250	LF	12	3,000
26.	Install 12" White Thermoplastic Limit Line	30	LF	12	360
27.	Install Thermoplastic "STOP" Pavement Marking	2	EA	360	720

Total Base Bid Amount in Numerals:

\$

550,700

Total Base Bid Amount in Words:

\$

Five hundred fifty

thousand seven hundred dollars and zero cents

Bid Documents
Rectangular Rapid Flashing Beacons & L.E.D. Stop Signs-2025
CIP25-00001

BID SCHEDULE A – ADDITIVE ALTERNATE:

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Extended Amount</u>
1.	Ivey Ranch Rd & Justina Dr: <u>Exhibit H</u> The installation of Ped Ramps & RRFB	1	LS	53,900
2.	Pacific St & North Coast Village Way: <u>Exhibit T</u> The installation of Ped Ramps & RRFB	1	LS	40,700

If Bid Schedule A is accepted, an additional 30 days will be added to the contract.

**Total Bid Schedule A – Additive Alternate
Amount in Numerals:**

\$ 94,600

**Total Bid Schedule A – Additive Alternate
Amount in Words:**

\$ ninety four

thousand six hundred dollars and zero cents

**Total Base + Additive Alternate Bid
Amount in Numerals:**

\$ 1645,300

**Total Base + Additive Alternate Bid
Amount in Words:**

\$ six hundred forty five thousand
three hundred dollars and
zero cents

Fordyce Construction, Inc.

Contractor

Brian Fordyce

By

Brian Fordyce, President

By

9932 Prospect Avenue, Suite 138

Address

Santee, CA 92071

Address

619-449-4272

Telephone Number

Bid Documents

Rectangular Rapid Flashing Beacons & L.E.D. Stop Signs-2025 CIP25-00001

3.6 DESIGNATION OF SUBCONTRACTORS. As specified in Subsection 2.8 of the Instructions to Bidders, the Bidder shall comply with the Subletting Subcontracting Fair Practices Act as set forth in the Public Contract Code Section 4100 et seq. ("Subcontracting Act").

3.6.1 The Bidder shall be subject to the penalties set forth in the Subcontracting Act if the Bidder lists in his bid another contractor who will in turn sublet portions constituting the majority of work covered by the prime contract.

3.6.2 If the Bidder fails to specify a subcontractor or if the Bidder specifies more than one (1) subcontractor for the same portion of the work in excess of one-half (½) of one percent (1%) of the bidder's total bid, the Bidder agrees that it is fully qualified to perform that portion itself, and that the Bidder shall perform that portion itself.

If, after award of contract, the successful bidder ("CONTRACTOR") subcontracts, except as provided in the Subcontracting Act, the CONTRACTOR shall be subject to the penalties set forth in the Subcontracting Act. If the CONTRACTOR violates any provisions of the Subcontracting Act, the CONTRACTOR violates the contract, and the City Council may either cancel this Contract or assess a penalty to the CONTRACTOR in accordance with the terms of the Subcontracting Act.

3.6.3 The Bidder hereby certifies that the following is a list of all subcontractors which the Bidder is required by law to name in this bid:

Item #'s of Work	Full Company Name, Address and Phone	Type and % of Work to be Performed	License No. & Classification; DIR Registr. No.
1. 1, 2, 5, 6, 7, 8 9, 10, 11, 13 25, 26, 27, 28 29	<u>PCI, Inc</u> Precision Striping, Inc. 735 W 1st St, Azusa, CA 91720 (619) 499-7677 562-216-0504	Striping 31% 5%	1028547 415490 Q32 C32, C61 1000051515 1000813530
2. 5, 6, 7, 8 24, 25, 29	<u>Eric Raining</u> 8722 Wilkagade Blvd Lakeside, CA 92040 619-938-9958	AC Raining 5% 5%	749206 A/C12 1000002341
3.			

Bid Documents
Rectangular Rapid Flashing Beacons & L.E.D. Stop Signs-2025
CIP25-00001

	<u>Item #'s of Work</u>	<u>Full Company Name, Address and Phone</u>	<u>Type and % of Work to be Performed</u>	<u>License No. & Classification; DIR Registr. No.</u>
4.				
5.				
6.				
7.				
8.				
9.				
10.				

Bid Documents**Rectangular Rapid Flashing Beacons & L.E.D. Stop Signs-2025
CIP25-00001**

<u>Item #'s of Work</u>	<u>Full Company Name, Address and Phone</u>	<u>Type and % of Work to be Performed</u>	<u>License No. & Classification; DIR Registr. No.</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

3.7 CONTRACTOR'S LICENSE; PUBLIC WORKS CONTRACTOR REGISTRATION.

Any bid not containing the State Contractor's License Number, Class and Expiration Date and the public works contractor registration number issued by the Department of Industrial Relations ("DIR"), or a bid containing information which is subsequently proven false, will be considered non-responsive and subject to rejection by the AGENCY. Bidder certifies, under penalty of perjury, that the following information is true and correct.

Bidder's Legal Name Fordyce Construction, Inc.

State Contractor's License No. & Class 608529; Class A&B

Original Date Issued 12/31/1990

Expiration Date 10/31/2025

DIR Registration Number 1000003113

3.8 OTHER PRINCIPALS WITH BIDDER. The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this bid:

Fordyce Construction, Inc. - 9932 Prospect Ave, Suite 138, Santee, CA 92071 (619)449-4272

- Brian Fordyce, President

- Krista Fordyce, Secretary

All current and prior DBA's aliases, and/or fictitious business names for any principal having an interest in this proposal are as follows:

None, Fordyce Construction, Inc. only

Bid Documents

Rectangular Rapid Flashing Beacons & L.E.D. Stop Signs-2025

CIP25-00001

3.9 BANKRUPTCY JUDGMENTS AND FINANCIAL CONDITION. If requested by AGENCY, the Bidder shall furnish, within ten (10) working days of request, a notarized financial statement, further references, and other information sufficiently comprehensive to permit an appraisal of the Bidder's current financial condition.

The date of any voluntary bankruptcy judgments against any principal having an interest in this bid are as follows:

N/A

3.10 REFERENCES. The Bidder shall provide evidence that the Bidder has had the prior experience to properly perform in accordance with the terms of these Contract Documents.

The following are the five (5) most recent projects for which the Bidder has performed similar work of similar type, complexity, and dollar value recently constructed by the Bidder. The names, addresses, and phone numbers of the contracting agencies must be included:

	<u>Date Completed</u>	<u>Agency Name, Address & Phone</u>	<u>Type of Work Performed</u>	<u>Contract Amounts</u>
1.	<hr/> <hr/> <hr/>	<hr/> <hr/> <hr/>	<hr/> <hr/> <hr/>	<hr/> <hr/> <hr/>
2.	<hr/> <hr/> <hr/>	<hr/> <hr/> <hr/>	<hr/> <hr/> <hr/>	<hr/> <hr/> <hr/>
3.	<hr/> <hr/> <hr/>	<hr/> <hr/> <hr/>	<hr/> <hr/> <hr/>	<hr/> <hr/> <hr/>
4.	<hr/> <hr/> <hr/>	<hr/> <hr/> <hr/>	<hr/> <hr/> <hr/>	<hr/> <hr/> <hr/>

Fordyce Construction, Inc.
Completed Project Log

Job Number	Project Client	Project Name	Description of Bidder's Work	Completion Date	Cost of Bidder's Work/Contract Amount	Contact Name/Phone Number
24084	Sweetwater Union High School District 1130 Fifth Ave Chula Vista, CA 91911	Mar Vista High School Temp Power & Sitework	Temp Power & Sitework	Sep-24	\$149,834.00	Armando Munillo (619) 585-4441 armando.munillo@sweetwaterschools.org
24011	City of Imperial Beach 825 Imperial Beach Blvd Imperial Beach, CA 91932	10th Streetscape Enhancements	Sidewalk Improvements	Aug-24	\$1,251,692.15	Paul Macias (619) 455-8891 pmacias@imperialbeachca.gov
24066	Alpina Union School District 2001 Tavern Road Alpine, CA 91901	Shadow Hills Elementary School - RAMMP Project	New Concrete ADA Ramp	Aug-24	\$252,284.00	Eric Berg 858-295-6896 eric.berg@sidco.net
24012	City of La Mesa 8130 Allison Avenue La Mesa, CA 91942	Rolando Park Restoration Project	Park Improvements	May-24	\$362,059.00	Tristan Leager (619) 667-1247 T.leager@cityoflamesa.us
24013	City of Vista 200 Civic Center Drive Vista, CA 92084	2023 Pedestrian Mobility Sidewalk Project	Sidewalk Improvements	May-24	\$405,442.00	Patrick Nolan (858) 254-2949 patrick@ppc-so.com
23138	Grossmont-Cuyamaca Community College District 8800 Grossmont College Drive El Cajon, CA 92020	LRC Leak - Cuyamaca College	Tenant Improvements	May-24	\$55,838.00	Claudia Moreno claudia.moreno@gcccd.edu (619) 797-6614
23125	University of California, San Diego 9500 Gilman Drive La Jolla, CA 92093	9248 Mesa Axis - Tree Repair	Tenant Improvements	Mar-24	\$42,327.00	Richard Hunt (858)583-9758 rahunt@ucsd.edu
23125	University of California, San Diego 9500 Gilman Drive La Jolla, CA 92093	9252 Mesa Axis - Tree Repair	Tenant Improvements	Mar-24	\$43,682.00	Richard Hunt (858)583-9758 rahunt@ucsd.edu
23033	Hotel Del Coronado 1500 Orange Avenue Coronado, CA 92119	HDC Taco Bar Remodel	Tenant Improvements	Mar-24	\$377,844.94	Carlos Tomco (858) 776-1777 cltomco@bvhhotels.com
23114	City of Poway 13325 Civic Center Drive Poway, CA 92084	ADA Barrier Removal - Community Park	New ADA pathway	Feb-24	\$283,369.00	Jeff Beers (858)658-4624 jbeers@poway.org
22109	City of San Diego 9573 Chesapeake Dr San Diego, CA 92123	MLK Recreation Center Moisture Intrusion	Tenant Improvements	Jan-24	\$1,371,002.24	Mustafa Alani (619) 558-4060 MAAlani@sandiego.gov
23053	City of National City 1243 National City Blvd National City, CA 91950	MLK Community Center Office Improvements	Tenant Improvements	Dec-23	\$42,473.60	Randy Garcia (805) 624-2225 randy@ppc-sd.com
23136	Grossmont Union High School District 1100 Murray Drive El Cajon, CA 92020	Valhalla Pedestrian Bridge	New Pedestrian Bridge	Dec-23	\$159,289.00	Dana Johnson (619) 644-8150 dajohnson@guhsd.net
22131	Grossmont Union High School District PO Box 1013 La Mesa, CA 91944	Grossmont Kitchen and Weight Room Multi Prime - Specialties	Tenant Improvements	Dec-23	\$350,646.00	Carne Chambers (619) 994-4041 cchambers@cwdriver.com
23108	North Park Observatory 2891 University Ave San Diego, CA 92104	North Park Observatory Stage Replacements	Stage Replacement	Sep-23	\$32,176.00	Ansley Wynn (704)607-4283
23090	Cajon Valley Union School District 225 Rosanohe Road El Cajon, CA 92020	Relocatable Buiding Installations, Fuerte and Magnolia Elementary Schools	Installation of Modular Buildings and Site Work	Aug-23	\$2,720,930.00	John Heredia (619) 588-3023 herediaj@cajvalley.net
23059	Grossmont-Cuyamaca Community College District 8800 Grossmont College Drive El Cajon, CA 92020	Grossmont College Internm Swing Space Ph 1,3 - Phase 3	Tenant Improvements	Aug-23	\$292,356.54	Raquel Guerrero (619)767-8649 rguerrero@gafcon.com
23102	Cajon Valley Union School District 225 Rosanohe Road El Cajon, CA 92021	Naranca Rooms 35 A&B	Tenant Improvements	Aug-23	\$42,119.00	John Heredia (619) 588-3023

Fordyce Construction, Inc.
Completed Project Log

20057	Hazard Construction Company 10529 Vins Street Lakeside, CA 92040	Lakeside Equestrian Facility	New Equestrian Facility	Aug-23	\$5,081,132.57	Paul Hutchins (858) 587-3600
20068	City of San Diego 1010 Second Ave 14th Floor San Diego, CA 92101	City Heights Pool Reconstruction	Pool Reconstruction	May-23	\$4,596,673.00	Barry Leung (858) 495-4754
22148	City of National City 1243 National City Blvd National City, CA 91950	Carmacho Recreation Center Gym Doors	Tenant Improvements	Apr-23	\$448,900.00	Randy Garcia (805) 624-2225
22132	Hotel Del Coronado 1500 Orange Avenue Coronado, CA 92118	Oxford Development Office TI	Tenant Improvements	Mar-23	\$574,885.00	Carlos Toranzo (858) 776-1777
22062	North County Transit District 810 Mission Ave Oceanside, CA 92054	Modular Bldg Purchase & Installation - Buena Creek	Installation of Modular Building	Mar-23	\$277,539.00	Leonard Brinkers (760) 364-0913
22127	La Mesa-Spring Valley Schools 4750 Date Avenue La Mesa, CA 91942	Murdoch Elementary School Shade Structure	Installation of Shade Structure	Mar-23	\$43,227.00	Carlos Huerta (619) 719-3726
22124	Cajon Valley Union School District 225 Roanoke Road El Cajon, CA 92020	Locker Room ADA Upgrades, Various Sites	Tenant Improvements	Feb-23	\$134,310.00	John Heredia (619) 588-3023
22086	City of La Mesa 8130 Allison Ave La Mesa, CA 91942	Hightwood Park Court Resurfacing Project	Court Resurfacing	Jun-23	\$102,440.00	Michael Konrad (619) 667-1155
21121	Hotel Del Coronado 1501 Orange Avenue Coronado, CA 92118	Fitness Members Locker Rooms	Locker Room Renovation	Dec-22	\$1,581,961.46	Carlos Toranzo (858) 776-1777
20080	City of San Diego 1010 Second Ave 14th Floor San Diego, CA 92101	Island Ave Mini Park	Park Improvements	Dec-22	\$1,697,205.00	Avram Yu (858) 579-5082
21014	City of Oceanside 300 North Coast Highway Oceanside, CA 92054	Oceanside Pump Station Roof Repair	Roof Repairs	May-22	\$38,260.00	Isaac Alvarez
21077	Grossmont Union High School District 1100 Murray Drive El Cajon, CA 92020	Valhalla Battery Inverter Replacement	Battery Replacement	Dec-21	\$335,203.00	Dana Johnson (619) 644-8150
20011	City of San Diego 1010 Second Ave 14th Floor San Diego, CA 92101	North Park Mini Park	New Park	Jun-22	\$2,759,751.00	Nilton Ghazwan (619)806-3870
18011	City of San Diego 1010 Second Ave 14th Floor San Diego, CA 92101	Balboa Park West Comfort Stations	Two New Comfort Stations	Sep-21	\$1,248,281.00	Karlene Akers (619) 533-3490
21039	Grossmont Union High School District PO Box 1043 La Mesa, CA 91944	Footfalls Adult Remodel & West Hills Science Renovations (Multi-Prime) (Finish Carpentry)	Classroom Remodel	Aug-21	\$1,334,026.00	Chris Rizzuti (619) 644-8145 crizzuti@guhsd.net
20059	City of San Diego 1010 Second Ave 14th Floor San Diego, CA 92101	Nimz Bridge at NTC Rehabilitation	Bridge Expansion Replacement	Jun-21	\$362,062.00	Teresa Dowell (619) 318-6145
20036	Sweetwater Union High School 1130 Fifth Avenue Chula Vista, CA 91911	Chula Vista High School 100 Building Elevator Addition	Elevator Addition	May-21	\$1,049,636.00	Armando Murillo (619) 585-4441
19012	City of San Diego 1010 Second Ave 14th Floor San Diego, CA 92101	Bay Terraces Senior Center	New Senior Center	Oct-20	\$3,942,644.00	Fadi Dabbous (858)654-4456
20019	City of San Diego 1010 Second Ave 14th Floor San Diego, CA 92101	Gamma Street Mini Park - ADA Improvements	ADA Improvements	Mar-21	\$819,090.00	Nathan Trebes (858)495-4746

Fordyce Construction, Inc.
Completed Project Log

18092	City of San Diego 1010 Second Ave 14th Floor San Diego, CA 92101	Skyline Hills Community Park ADA Upgrades	Park and Community Center Renovations	Jan-21	\$1,814,973.00	Ten Kipras (858)495-7844
19035	City of La Mesa 8130 Allison Ave La Mesa, CA 91942	Police Station Computer Room HVAC and Fire Suppression Upgrades Project	Tenant Improvements	Dec-20	\$102,025.00	Greg Humora (619)667-1146
20062	Solana Beach School District 309 North Rios Ave Solana Beach, CA 92075	CDC/DO Classroom Enhancement Phase 1	Classroom Enhancements	Aug-20	\$254,816.00	Brad Mason (856) 794-7150
19105	Sweetwater Union High School 1130 Fifth Avenue Chula Vista, CA 91911	Eastlake High School Drop Off	Vehicle Student Drop Off Zone	Feb-20	\$461,599.00	Armando Murillo (619) 585-4441
18079	San Diego County Regional Airport Authority 2417-A McCain Road San Diego, CA 92101	Admiral Boland Way Entry/Exit Gates	Security Improvements to Existing Facility	Jan-20	\$1,415,391.00	Lin Lim (619)400-2645
19063	San Diego Community College District 3375 Camino Del Rio South Suite 310 San Diego, CA 92108	Miramar College Southern Campus Scope B	Campus Upgrades	Jan-20	\$677,139.75	Ryan Murphy (858)882-6968
19096	City of San Diego 1010 Second Ave 14th Floor San Diego, CA 92101	Father Joe Village Shelter	New Metal Shelter & Related Work	Dec-19	\$1,375,124.00	Fadi Dabbous (858)654-4456
18067	Grossmont Union High School District PO Box 1043 La Mesa, CA 91944	Maintenance & Operations Facility Multi Phase Rebid of Two Packages - TI New M&O Offices	New M&O Offices Package - Tenant Improvements	Dec-19	\$672,603.00	CW Driver Toby Hayward (619)896-5100
19064	City of National City 1243 National City Blvd National City, CA 91950	1430 Hoover Avenue Tenant Improvements	Tenant Improvements	Nov-19	\$198,247.00	Alex Preciado (858)634.8180
19013	County of San Diego Department of Parks and Recreation 5560 Overland Ave Suite 270 San Diego, CA 92123	Sweetwater Community Garden Project	New Community Garden	Oct-19	\$408,962.00	Chelsea Jander (858)966-1341
18129	City of El Cajon 200 Civic Center Way El Cajon, CA 92020	Transit Facility Improvements 2020	Renovations to City Bus Shelters	Jun-19	\$57,139.00	Raul Armenta (619)441-1665
18143	San Diego Unified School District 2351 Cardinal Lane Bldg M San Diego, CA 92123	Terrasanta ES Ramp and Entrance Improvements	ADA Upgrades	Jun-19	\$84,304.00	Nevine Grosso (760)497-9412
19014	County of San Diego Department of Parks and Recreation 5560 Overland Ave Suite 270 San Diego, CA 92123	APCD Air Monitoring Equipment Deck and Tower Foundation Construction	Deck Repairs	Jun-19	\$59,140.00	David Craig (858)586-2785
18036	City of Imperial Beach 825 Imperial Beach Blvd Imperial Beach, CA 91932	Veterans Park Restroom Replacement	Restroom Upgrades	Feb-19	\$833,637.00	Mark Bernub (619)213-1623
17061	San Diego Community College District 3375 Camino Del Rio South Suite 310 San Diego, CA 92108	Wayfinding Signage Miramar College	Campus Wayfinding Signs	Jan-19	\$1,289,806.00	Jim Bray (858)975-0010
18071	Sweetwater Union High School District 1130 Fifth Ave Chula Vista, CA 91911	Hilltop High School Title IX - Softball Team Room	Upgrades to the Existing Softball Team Room	Sep-18	\$99,807.00	Trent Carr (619)407-4973
18028	Cajon Valley Union School District 225 Roanoke Road El Cajon, CA 92020	Storm Water Retention Magnolia Elementary School	Storm Water Project	Sep-18	\$348,745.00	James Beard (619)586-3023
18025	Palomar Community College District 1140 W Mission Road San Marcos, CA 92069	Food Pantry SU Building Remodel Project	Remodel to Campus Food Pantry Storage Building	Sep-18	\$287,035.00	Fernando Estrella (760)744-1150
17107	San Diego Community College District 33-75 Camino Del Rio South Suite 310 San Diego, CA 92108	Aviation Test Cell	New Block Bldg for the Aviation Program	Sep-18	\$453,723.00	Jim Bray (858)975-0010

Fordyce Construction, Inc.					
List of Current Projects (Backlog)					
Project	Description of Bidder's Work	Anticipated Completion Date	Cost of Bidders Work/ Contract Amount	Project Client	Name and Phone No. of Person to Contact
Laurel Elementary Safe Routes to School Improvements	Sidewalk Improvements	Jan-25	\$1,089,657	City of Oceanside 300 North Coast Highway Oceanside, CA 92054	Luis Cardenas (760)435-3573 Lcardenas@oceansideca.gov
Casa Castillas	Art Studio Renovation	Feb-25	\$2,436,903	City of Chula Vista 1800 Maxwell Road Chula Vista, CA 91911	Luis Echavarria (619)897-4517 Lechevarria@chulavistaca.gov
JFK Neighborhood Park Restroom & Playground Improvements	Park Improvements	Feb-25	\$3,100,975	City of San Diego 525 B Street, Suite 300 San Diego, CA 92101	Brittany Friedenreich (619) 533-3450 BFriedenr@cgsdnet.gov
CPD Driveway and Fencing Repairs	Fencing and Driveway Replacement	Feb-25	\$230,351	San Diego Metropolitan Transit System 1255 Imperial Ave Suite 1000 San Diego, CA 92101	Noah Cappadocia (442) 529-7627 Noah.Cappadocia@sdmts.com
Sunstate Wash Bay	Construct New Wash Bay	Mar-25	\$498,044	Sunstate Equipment Company 5552 E Washington Street, Phoenix, AZ 85034	Rod Emery (602)390-0014 rod.emery@sunstateequip.com
Mt. Miguel Science Building - Rough Carpentry	Tenant Improvements	May-25	\$400,455	Grossmont Union High School District PO Box 1043 La Mesa, CA 91944	Rian Pinson (619) 644-8051 rpinson@guhdsd.net
Crown Heights Resource Center Rehabilitation	Restoration and Improvements	Mar-26	\$3,247,358	City of Oceanside 300 North Coast Highway Oceanside, CA 92054	Maria Jose "MJ" Hernandez (619)326-6003 MjHernandez@oceansideca.org
East County Bus Maintenance Facility ("ECBMF") Battery Storage Shelter Project	Installation of New Storage Shelter	Nov-25	\$143,016	San Diego Metropolitan Transit System 1255 Imperial Ave Suite 1000 San Diego, CA 92101	George Eliseo (619) 235-2644 George.Eliseo@sdmts.com
ADA Bus Stop Upgrades	ADA Improvements	Dec-25	\$255,806	San Diego Metropolitan Transit System 1255 Imperial Ave Suite 1000 San Diego, CA 92101	George Eliseo (619) 235-2644 George.Eliseo@sdmts.com
Howard Ave - Village Pine to Iris Sidewalk	Installation of New Sidewalk	Mar-26	\$476,156	City of San Diego 1010 Second Ave 14th Floor San Diego, CA 92101	Ernad Zaya (858)573-5033 EZaya@sanidiego.gov

Bid Documents
Rectangular Rapid Flashing Beacons & L.E.D. Stop Signs-2025
CIP25-00001

<u>Date Completed</u>	<u>Agency Name, Address & Phone</u>	<u>Type of Work Performed</u>	<u>Contract Amounts</u>
5.			

3.11 DESIGNATION OF SURETIES.

(a) PROJECT AWARDS OF \$250,000.00 OR MORE

The bidder shall provide one of the following sureties:

1. A California admitted surety complying with Code of Civil Procedure §995.660; or
2. A current Treasury Listed Surety (Federal Register); or
3. A surety rated as A-X or higher by A.M. Best.

(b) PROJECT AWARDS OF LESS THAN \$250,000.00

The bidder shall provide one of the following sureties:

1. A California admitted surety complying with Code of Civil Procedure §995.660; or
2. A current Treasury Listed Surety (Federal Register); or
3. A surety rated as B or higher by A.M. Best.

(c) A designated surety bond shall be made payable to the AGENCY. The bond shall contain a notarized signature of a duly authorized attorney-of-fact for the surety and be supported by a current power-of-attorney for the signator.

3.12 LABOR REQUIREMENTS. The Bidder certifies that it shall comply with the State Labor Code Requirements as set forth in Exhibit 1 attached hereto.

Pursuant to State Labor Code requirements, the Bidder shall comply with the General Prevailing Wage Determination Made by the Director of Industrial Relations as set forth in Exhibit 2 attached hereto ("State Prevailing Wages").

3.13 FAIR EMPLOYMENT PRACTICES PROVISIONS. Bidder certifies that affirmative action has been and shall be taken to meet all requirements of the Fair Employment Practices Provisions as set forth in Exhibit 3 of the Contract Documents,

Bid Documents
Rectangular Rapid Flashing Beacons & L.E.D. Stop Signs-2025
CIP25-00001

and that such affirmative action has been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder.

3.14 EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE. Bidder certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any agency, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

3.15 ADDITIONAL PAGES. The Bidder declares that the pages listed in this Subsection were added and included with these Bid Documents in order to accurately respond to the Instructions to Bidders and the Bid Documents. The following descriptions include the general nature of the additional information, as well as the number of additional pages. If any blank lines to not apply to the Bidder's Bid, write "None" on the blank line.

- a) Addenda No(s) 1
- b) Bidder's Security submitted pursuant to Subsection 2.13 of the Instructions to Bidders

Bidder's Bond
- c) All other additional pages N/A

3.16 NON-COLLUSION AFFIDAVIT. Bidder shall fill in the three blank lines below with:

- (a) The name of the person signing this bid on behalf of the Bidder.
- (b) The title of the person signing this bid in relation to the Bidder.
- (c) The legal name of the bidder.

(a) Brian Fordyce, being first duly sworn, deposes and says under penalty of perjury under the laws of the State of California that he or she has the right, power, legal capacity, and authority to execute this Bid as (b) President of (c) Fordyce Construction, Inc., the Bidder, 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

Bid Documents**Rectangular Rapid Flashing Beacons & L.E.D. Stop Signs-2025****CIP25-00001**

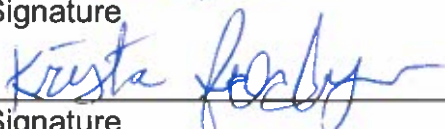
bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder or to secure any 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.

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity and authority to enter into and execute these Bid Documents on behalf of the bidder, and have caused these Bid Documents to be executed by setting hereunto their names, titles, and signatures hereon this day of April 17, 2025, at San Diego County, in the State of California.

PROJECT: Rectangular Rapid Flashing Beacons & L.E.D. Stop Signs-2025
CIP25-00001

BIDDER:


Signature


Signature

Brian Fordyce, PresidentKrista Fordyce, SecretaryName and Title of SignatoryFordyce Construction, Inc.Legal Name of Bidder9932 Prospect Ave, Suite 138Address(619) 449-4272Telephone Number91-1986226Federal Tax ID Number

SIGNATURES MUST BE MADE AND NOTARY ACKNOWLEDGEMENTS OF EXECUTION OF BIDDER MUST BE ATTACHED IN ACCORDANCE WITH SUBSECTION 2.5 OF THE INSTRUCTIONS TO BIDDERS.

ACKNOWLEDGMENT

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 San Diego

On April 17, 2025 before me, Amy Crandall, Notary Public
(insert name and title of the officer)

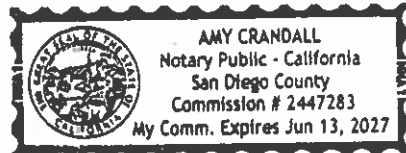
personally appeared Brian Fordyce & Krista Fordyce
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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 Amy Crandall

(Seal)



CITY OF OCEANSIDE CONTRACT DOCUMENTS

SECTION 3: BID DOCUMENTS

3.17 BIDDER'S BOND

**PROJECT: Rectangular Rapid Flashing Beacons & L.E.D. Stop Signs-2025
CIP25-00001**

KNOW ALL MEN BY THESE PRESENTS, that we, FORDYCE CONSTRUCTION, INC. as Bidder, and THE OHIO CASUALTY INSURANCE COMPANY, as Surety, are held and firmly bound unto the City of Oceanside, as AGENCY, in the penal sum of TEN PERCENT OF TOTAL AMOUNT BID dollars (\$10% OF TOTAL BID), lawful money of the United States, which sum is at least ten percent (10%) of the total amount bid by Bidder to AGENCY for the above stated project, for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that if the above bounden Bidder submits a bid to AGENCY for the above referenced project (the terms and conditions of the bid are incorporated herein by reference); and if said bid is rejected by the AGENCY, or if said bid is accepted by the AGENCY and the Bidder properly executes all Contract Documents including bonds and insurance certificates in the time and manner specified in the Notice of Award, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect in favor of AGENCY.

In the event suit is brought upon this bond by the AGENCY and judgment is recovered, the surety shall pay all reasonable costs incurred by the AGENCY, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity and authority to enter into and execute this document on behalf of the above bounden Bidder and Surety, and have set their names, titles, and signatures hereon this 10th day of APRIL, 2025.

BIDDER

FORDYCE CONSTRUCTION, INC.

By: 

Brian Fordyce, President

By: 

Krista Fordyce, Secretary
9932 Prospect Ave #138, Santee, CA 92071
Address

619-449-4272

Telephone Number

SURETY

THE OHIO CASUALTY INSURANCE COMPANY

By: 

Bart Stewart, Attorney-in-Fact

By: _____

175 Berkeley Street, Boston, MA 02116
Address



858-255-3988

Telephone Number

NOTARY ACKNOWLEDGEMENTS OF BIDDER AND SURETY MUST BE ATTACHED.

ACKNOWLEDGMENT

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.

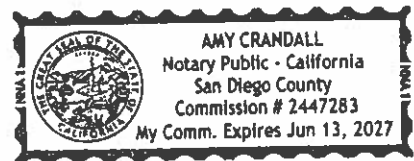
State of California
County of San Diego

On April 17, 2025 before me, Amy Crandall, Notary Public
(insert name and title of the officer)

personally appeared Brian Fordyce & Krista Fordyce,
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 Amy Crandall (Seal)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No. **8206236 - 969556**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bart Stewart

all of the city of Encinitas state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of September, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey

David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 3rd day of September, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of April, 2025.



By:

Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

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 San Diego)On April 10, 2025 before me, S. L. Holcomb, Notary Public

Date

Here Insert Name and Title of the Officer

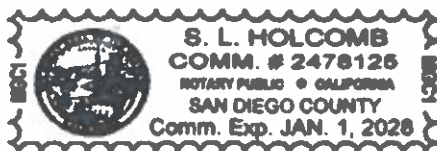
personally appeared Bart Stewart

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

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: _____

April 14, 2025

ACKNOWLEDGEMENT OF

ADDENDUM NO. (#1)

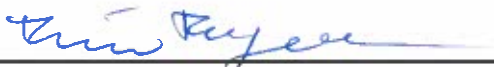
CITY OF OCEANSIDE

**REQUEST FOR BIDS (RFB) Rectangular Rapid Flashing Beacons & L.E.D. Stop
Signs-CIP25-00001**

OCEANSIDE, CALIFORNIA

Signing of this form acknowledges that the Contractor has received Addendum No. (#1) and that they have read and understand the changes set forth in the Addendum.

This form must be signed by the Contractor's authorized representative and returned with the RFB Documents.

Authorized Representative 
Brian Fordyce, President

Name of Contractor Fordyce Construction, Inc.

Date 04/17/2025