

CITY OF OCEANSIDE CONTRACT DOCUMENTS**SECTION 3: BID DOCUMENTS**

**Project: Lucky Street Water and Sewer Replacement
[908163620712 (Water) & 909164320722 (Sewer)]**

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, Technical Specifications and Appendices, Exhibit 1 through Exhibit 8, 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.

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 tenders 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 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 responsible bidder based on the Base Bid.

Item	Description	Est Qty	Unit	Unit Price	Extended Amount
1	Mobilization, Bonds, Permits, Cleanup and Demobilization (limited to 8-percent of Total Contract Amount)	1	Lump Sum	LS	\$35,000.00
2	Traffic Control	1	Lump Sum	LS	\$6,500.00
3	Pre-Construction Photos and Videos	1	Lump Sum	LS	\$2,500.00
4	Water Pollution Control and Stormwater BMPs	1	Lump Sum	LS	\$3,500.00
5	Trench Safety and Shoring	1	Lump Sum	LS	\$4,500.00
6	Construction Staking, Surveying, and Potholing	1	Lump Sum	LS	\$14,000.00
7	Striping, Pavement Markings, and Signage	1	Lump Sum	LS	\$3,500.00
8	Full Width Roadway Resurfacing (1-1/2-inch Grind and Overlay)	36,800	Square Feet	\$3.00	\$110,400.00
9	SDG&E Temporary Pole Bracing Coordination, Site Preparation, and Restoration	1	Lump Sum	LS	\$1,500.00
Sewer:					
10	Sewer Bypassing and Spill Prevention	1	Lump Sum	LS	\$4,500.00
11	Remove and Replace Existing Sewer Manhole per OSD S-5. Apply 100% Solids High Build Epoxy Liner	3	Each	\$22,000.00	\$66,000.00
12	Remove Existing Sewer Manhole	1	Each	\$3,500.00	\$3,500.00
13	Install New Sewer Manhole per OSD S-5. Apply 100% Solids High Build Epoxy	5	Each	\$18,000.00	\$90,000.00

<u>Item</u>	<u>Description</u>	<u>Est Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extended Amount</u>
14	Rehabilitate Existing Sewer Manhole	1	Each	\$2,500.00	\$2,500.00
15	Remove and Replace Existing 6-inch VCP Sewer with 8-inch PVC Sewer	829	Linear Feet	\$265.00	\$219,685.00
16	Install New 8-inch PVC Sewer	641	Linear Feet	\$187.00	\$119,867.00
17	Connect to Existing Sewer per OSD S-2 (Two Locations)	1	Lump Sum	LS	\$4,500.00
18	Connect Existing Sewer Laterals per OSD S-3	37	Each	\$1,300.00	\$48,100.00
19	Install New Sewer Lateral. Abandon Existing Lateral in Place	1	Each	\$2,500.00	\$2,500.00
20	Remove Existing Double Lateral Chimney Connections and Replace with 2 New Lateral Connections per OSD S-3	4	Each	\$2,500.00	\$10,000.00
21	Abandon Existing Sewer Manhole	1	Each	\$1,200.00	\$1,200.00
22	Abandon Existing 6-inch Sewer Main (Cell-Crete)	570	Linear Feet	\$12.00	\$6,840.00
23	Remove Existing Cleanout	2	Each	\$450.00	\$900.00
Water:					
24	Water Highlining	1	Lump Sum	LS	\$9,500.00
25	Remove and Replace Existing 6-inch AC Water with 8-inch PVC Water	240	Linear Feet	\$325.00	\$78,000.00
26	Install New 8-inch PVC Water	639	Linear Feet	\$230.00	\$146,970.00
27	Install Ductile Iron Fittings	1	Lump Sum	LS	\$10,000.00
28	Install Thrust Blocks and Restrained Joints	1	Lump Sum	LS	\$8,000.00

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:

<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>
1. 8	All American Asphalt PO Box 2229, Corona, CA 92878 951-736-7600	Coldmill overlay/ 9%	Lic:267073 DIR: 100001051
2. 13	Underground Manholes 7639 McKinley Avenue San Bernardino, CA 92410	Cast in place manholes 4%	Lic:659134 DIR:1000010700
3.			

<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.			

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 Q&E Pipeline Company
State Contractor's License No. & Class 1123849 A & C-34
Original Date Issued 7/18/2024
Expiration Date 8/31/2027
DIR Registration Number 2000002511

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:

Jesus Lopez: President, Treasurer, and Secretary
Armando Lopez, Alejandro Lopez, Gilberto Castro:
Partners

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

N/A

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.	<u>9/19/2025</u>	<u>City of Redlands CA</u> <u>Daniel Murbarger</u> <u>Senior supervisor</u> <u>909-437-8440</u>	there were 2 sections of pipeline to be installed on California St in the city of Redlands. one section we installed 12" DI pipe regular trenching. the other section was under Caltrans jurisdiction and we installed 8" DI pipe inside 14" casing. regular trenching methods but inside casing per Caltrans.	<u>629,644.00</u>
2.	<u>7/24/2025</u>	<u>City of Beaumont CA</u> <u>Kenyon Potter Project</u> <u>engineer 760-641-8830</u>	remove and re install air vac services of the raw water pipe in different locations	<u>173,624.00</u>
3.	<u>4/30/2025</u>	<u>City of Riverside</u> <u>David Hatch/ Engineer/PM</u> <u>951-826-5341</u>	installed new storm drain retention basin with drywell catch basins 17' deep. along with all hardscape removal and restored.	<u>214,000.00</u>
4.	<u>Ongoing</u>	<u>City of Hemet</u> <u>Anthony Flores</u> <u>562-547-8555</u>	Remove and replace existing sewer and laterals	<u>845,000.00</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, 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

ADDENDUM NO. 1

**CITY OF OCEANSIDE
WATER UTILITIES DEPARTMENT
Lucky Street Water and Sewer Replacement
(908163620712 & 909164320722)**

The following ADDENDUM shall be made part of the Contract Documents, and the bidder shall acknowledge receipt thereof on the acknowledgment of ADDENDUM NO. 1 (attached) and include with bid package. Revisions are made to the Contract Documents as described below:

1. **BID SCHEDULE ONLINE**

The bid schedule provided on bidnetdirect.com is provided for convenience only and is not to be considered part of the Contract documents. The Bid Schedule provided within the Contract documents shall be considered as the official bid schedule and no on-line bid schedules will be accepted as part of this contract.

2. **MANDATORY PRE-BID MEETING TIME**

The mandatory pre-bid meeting (Onsite Visit) time provided on bidnetdirect.com is incorrect and shall be revised to match the date and time provided in Section 1.3.2 of Contract Documents as follows:

1.3.2 Mandatory Pre-Bid Meeting and Location of Work: A pre-bid meeting will be held on February 26, 2026 at 10:00 AM at the project site. Meeting location will be within the cul-de-sac near 1550 Lucky Street, Oceanside, California. Attendance of the pre-bid meeting is mandatory for all prime contractors in order to submit a bid on the above stated project, and voluntary for subcontractors and vendors.

END OF ADDENDUM NO. 1

Enclosed please find a form to be signed acknowledging the receipt of this addendum. This form is to be returned with your bid package. Failure to sign and submit this form with your bid package will be cause for rejection of your bid proposal.

CITY OF OCEANSIDE



Mabel Uyeda, P.E.
Water Engineering Manager
February 12, 2026

ACKNOWLEDGEMENT OF

ADDENDUM NO. 1

CITY OF OCEANSIDE
WATER UTILITIES DEPARTMENT
Lucky Street Water and Sewer Replacement
(908163620712 & 909164320722)

Signing of this form acknowledges that the Contractor has received Addendum No. 1 and that he/she has read and understands the changes set forth in the Addendum.

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

Authorized Representative Jesus Lopez 

Name of Contractor Q&E Pipeline Company

Date 3-11-26

ADDENDUM NO. 2

**CITY OF OCEANSIDE
WATER UTILITIES DEPARTMENT
Lucky Street Water and Sewer Replacement
(908163620712 & 909164320722)**

The following ADDENDUM shall be made part of the Contract Documents, and the bidder shall acknowledge receipt thereof on the acknowledgment of ADDENDUM NO. 2 (attached) and include with bid package. Revisions are made to the Contract Documents as described below:

RESPONSES TO QUESTIONS:

Q1: Do you have an Engineer's Estimate for this project?

R1: Engineer's Opinion of Probable Construction Cost is \$1,792,000

END OF ADDENDUM NO. 2

Enclosed please find a form to be signed acknowledging the receipt of this addendum. This form is to be returned with your bid package. Failure to sign and submit this form with your bid package will be cause for rejection of your bid proposal.

CITY OF OCEANSIDE



Mabel Uyeda, P.E.
Water Engineering Manager
February 17, 2026


ACKNOWLEDGEMENT OF

ADDENDUM NO. 2

CITY OF OCEANSIDE
WATER UTILITIES DEPARTMENT
Lucky Street Water and Sewer Replacement
(908163620712 & 909164320722)

Signing of this form acknowledges that the Contractor has received Addendum No. 2 and that he/she has read and understands the changes set forth in the Addendum.

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

Authorized Representative José Lopez 

Name of Contractor Q&E Pipeline Company

Date 3-11-26

ADDENDUM NO. 3

**CITY OF OCEANSIDE
WATER UTILITIES DEPARTMENT
Lucky Street Water and Sewer Replacement
(908163620712 & 909164320722)**

The following ADDENDUM shall be made part of the Contract Documents, and the bidder shall acknowledge receipt thereof on the acknowledgment of ADDENDUM NO. 3 (attached) and include with bid package. Revisions are made to the Contract Documents as described below:

REVISIONS TO CONTRACT DOCUMENTS

1. Plans, Sheet 2

A. Replace SDG&E Note 1 in its entirety with the following:

When excavating within 5' of an overhead electrical pole, pole shall be braced per SDG&E OH372.1. Bracing shall be completed and paid for by SDG&E. Contractor shall provide and pay for all coordination required. Contractor shall coordinate with City regarding scheduling for pole bracing and shall provide a minimum of 12 weeks advance notice.

2. Plans, Sheet 6

A. Replace Sheet 6 in its entirety with revised Sheet 6 attached.

RESPONSES TO QUESTIONS:

Q1: Is Builders Risk required? If yes, are Earthquake or Flood required to be included, and at what limits.

R1: No, builders risk insurance is not required.

Q2: Are Umbrella/Excess liability limits combined with General Liability and Automobile limits acceptable to meet the limit \$2M/\$4M General liability and \$2M Automobile limit requirements?

R2: Yes, umbrella/excess liability limits can be combined with General Liability and Automobile policies to meet the minimum requirements set forth in Section 5.1.10 of the Contract Documents.

Q3: For the Waterline abandonment, do we follow Detail P on Sheet 8, or Standard Drawing W-28?

R3: Abandonment of the existing water main shall be per Standard Drawing W-28. Detail P on Sheet 8 applies only to the abandonment of the existing sewer main.

Q4: Who pays for required SDG&E pole bracing?

R4: See revisions to Sheet 2 above.

ATTACHMENTS

1. Revised Sheet 6
2. Pre-Bid Meeting Agenda
3. Pre-Bid Meeting Sign-In Sheet

END OF ADDENDUM NO. 3

Enclosed please find a form to be signed acknowledging the receipt of this addendum. This form is to be returned with your bid package. Failure to sign and submit this form with your bid package will be cause for rejection of your bid proposal.

CITY OF OCEANSIDE



Sarita Lemons, P.E.
Project Manager
March 6, 2026

ACKNOWLEDGEMENT OF

ADDENDUM NO. 3

CITY OF OCEANSIDE
WATER UTILITIES DEPARTMENT
Lucky Street Water and Sewer Replacement
(908163620712 & 909164320722)

Signing of this form acknowledges that the Contractor has received Addendum No. 3 and that he/she has read and understands the changes set forth in the Addendum.

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

Authorized Representative Jesus Lopez 

Name of Contractor Q&E pipeline Company

Date 3-11-26

**Lucky Street Water and Sewer Replacement
(908163620712 & 909164320722)**

Bid Documents

setting hereunto their names, titles, and signatures hereon this day of
March 11h, 2026, at Los Angeles County, in the State of
California.

Project: **Lucky Street Water and Sewer Replacement
[908163620712 (Water) & 909164320722 (Sewer)]**

BIDDER:



Signature

Signature

Jesus Lopez: President, Treasurer, Secretary
Name and Title of Signatory

Q&E Pipeline Company
Legal Name of Bidder

2235 Marquette Ave, Pomona CA 91766
Address

(909) 706-8286
Telephone Number

39-2282957
Federal 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.**

**SEE ATTACHED
NOTARIAL CERTIFICATE**

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 Los Angeles)

On 3.11.2026 before me, Ricardo Munoz : Notary Public
Date Here Insert Name and Title of the Officer

Personally appeared. Jesus Lopez
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document Bid Documents Document Date 3.11.2026

Number of Pages 1 Signer(s) Other Than Named Above

Capacity(ies) Claimed by Signer(s)

Signer's Name [Crossed out]
Signer's Name [Crossed out]
Corporate Officer - Title(s) [Crossed out]
Partner [Crossed out]
Individual [Crossed out]
Trustee [Crossed out]
Limited [Crossed out]
Attorney in Fact [Crossed out]
Guardian or Conservator [Crossed out]
Other [Crossed out]
Signer Is Representing [Crossed out]

CITY OF OCEANSIDE CONTRACT DOCUMENTS

SECTION 3: BID DOCUMENTS

3.17 BIDDER'S BOND

**Project: Lucky Street Water and Sewer Replacement
[908163620712 (Water) & 909164320722 (Sewer)]**

KNOW ALL MEN BY THESE PRESENTS, that we, Q&E Pipeline Company as Bidder, and Merchants Bonding Company (Mutual), as Surety, are held and firmly bound unto the City of Oceanside, as AGENCY, in the penal sum of Ten Percent of Amount Bid dollars (\$ 10% of Amount 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 March, 2026.

BIDDER

Q&E Pipeline Company

By: [Signature]

By: _____

2235 Marquette Avenue
Address

Pomona, CA 91766

909-706-8286
Telephone Number

SURETY

Merchants Bonding Company (Mutual)

By: [Signature]

Kerissa Ricciardi, Attorney-in-Fact

By: _____

6 Hutton Centre Drive, Suite 1020
Address

Santa Ana, CA 92707

714-955-4029
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 Orange)

On March 10, 2026 before me, Jeremy Bush, Notary Public
(insert name and title of the officer)

personally appeared Kerissa Ricciardi
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.

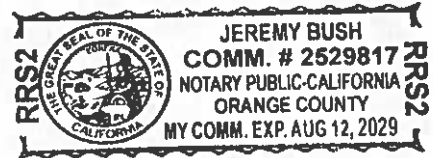
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Jeremy Bush

(Seal)



MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Charo J Rosemond; James Baldassare; John F Surano; Kerissa Ricciardi; Krista A DiMezza; Lisa M Scavetta; Michael Castaneda; Michael Dugan; Sherryanne M DePirro

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of June, 2025

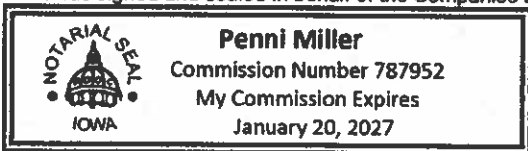


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of June, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Penni Miller
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 10th day of March, 2026



Elisabeth Sandersfeld
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 Los Angeles)

On 3.11.2026 before me, Ricardo Munoz : Notary Public
Date Here Insert Name and Title of the Officer

Personally appeared: Jesus Lopez
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document 3.17 Bidder's Bond Document Date 3.11.2026

Number of Pages 1 Signer(s) Other Than Named Above

Capacity(ies) Claimed by Signer(s)

Signer's Name [Crossed out]
Signer's Name [Crossed out]
Corporate Officer - Title(s) [Crossed out]
Partner [Crossed out]
Individual [Crossed out]
Trustee [Crossed out]
Limited [Crossed out]
Attorney in Fact [Crossed out]
Guardian or Conservator [Crossed out]
Other [Crossed out]
Signer Is Representing [Crossed out]

ADDENDUM NO. 1

**CITY OF OCEANSIDE
WATER UTILITIES DEPARTMENT
Lucky Street Water and Sewer Replacement
(908163620712 & 909164320722)**

The following ADDENDUM shall be made part of the Contract Documents, and the bidder shall acknowledge receipt thereof on the acknowledgment of ADDENDUM NO. 1 (attached) and include with bid package. Revisions are made to the Contract Documents as described below:

1. **BID SCHEDULE ONLINE**

The bid schedule provided on bidnetdirect.com is provided for convenience only and is not to be considered part of the Contract documents. The Bid Schedule provided within the Contract documents shall be considered as the official bid schedule and no on-line bid schedules will be accepted as part of this contract.

2. **MANDATORY PRE-BID MEETING TIME**

The mandatory pre-bid meeting (Onsite Visit) time provided on bidnetdirect.com is incorrect and shall be revised to match the date and time provided in Section 1.3.2 of Contract Documents as follows:

1.3.2 Mandatory Pre-Bid Meeting and Location of Work: A pre-bid meeting will be held on February 26, 2026 at 10:00 AM at the project site. Meeting location will be within the cul-de-sac near 1550 Lucky Street, Oceanside, California. Attendance of the pre-bid meeting is mandatory for all prime contractors in order to submit a bid on the above stated project, and voluntary for subcontractors and vendors.

END OF ADDENDUM NO. 1

Enclosed please find a form to be signed acknowledging the receipt of this addendum. This form is to be returned with your bid package. Failure to sign and submit this form with your bid package will be cause for rejection of your bid proposal.

CITY OF OCEANSIDE



Mabel Uyeda, P.E.
Water Engineering Manager
February 12, 2026

ACKNOWLEDGEMENT OF

ADDENDUM NO. 1

**CITY OF OCEANSIDE
WATER UTILITIES DEPARTMENT
Lucky Street Water and Sewer Replacement
(908163620712 & 909164320722)**

Signing of this form acknowledges that the Contractor has received Addendum No. 1 and that he/she has read and understands the changes set forth in the Addendum.

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

Authorized Representative _____

Name of Contractor _____

Date _____