

BID

CITY OF MANHATTAN BEACH

Polliwog Park Fitness Station Replacement Project

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF MANHATTAN BEACH:

The undersigned, as Bidder, declares that: (1) this Bid is made without collusion with any other person and that the only persons or parties interested as principals are those named herein; (2) the undersigned has carefully examined the Contract Documents (including all Addenda) and the Project site; and (3) the undersigned has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of Work to be performed, and the materials to be furnished. Furthermore, the undersigned agrees that submission of this Bid shall be conclusive evidence that such examination and investigation have been made and agrees, in the event the Contract be awarded to it, to execute the Contract with the City of Manhattan Beach to perform the Project in accordance with the Contract Documents in the time and manner therein prescribed, and to furnish or provide all materials, labor, tools, equipment, apparatus and other means necessary so to do, except as may otherwise be furnished or provided under the terms of the Contract Documents, for the following stated unit prices or lump-sum price as submitted on the Bid herein.

This Bid is made with the full knowledge of the kind, quantity, and quality of the materials and Work required and, if it is accepted by the City, the Bidder shall enter into a Contract and furnish the bonds, insurance, and other documents as required by the Contract Documents within ten calendar days after award of the Contract. The Bidder agrees that failure to execute and return the Contract or the required faithful performance bond, labor and materials payment bond, warranty bond, and insurance certificates to the City within the ten calendar day period shall be sufficient cause for the rescission of the award and forfeiture of the Bid Security to the City to the extent permitted by law.

Accompanying this Bid is cash, a cashier's check, a certified check or a Bid Bond in an amount equal to at least ten percent of the total aggregate Bid price based on the quantities shown and the unit prices quoted. The undersigned further agrees that, should it be awarded the Contract and thereafter fail or refuse to execute the Contract and provide the required evidence of insurance and Bonds within ten calendar days after delivery of the Contract to the undersigned, then the cash, check or Bid Bond shall be forfeited to the City to the extent permitted by law.

Bid Results

Bidder Details

Vendor Name Oppenheimer National
Address 31878 Del Obispo st 118510
 San Juan Capistrano, California 92675
 United States
Respondee Teerun Teymoorian
Respondee Title Vice President
Phone 949-264-2640
Email bid@oppnat.com
Vendor Type DGS, CADIR, VSBE
License # 1095956
 CADIR

Bid Detail

Bid Format Electronic
Submitted 02/01/2024 10:22 AM (PST)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 362245

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
BID DOCS Polliwog Park Fitness Station Replacement Project.pdf	BID DOCS Polliwog Park Fitness Station Replacement Project.pdf	Bidder's Proposal - Contractor's Statement
Non collusion Declaration DOCS Polliwog Park Fitness Station Replacement Project.pdf	Non collusion Declaration DOCS Polliwog Park Fitness Station Replacement Project.pdf	Noncollusion Declaration Form
oppnat letter to bind contract.pdf	oppnat letter to bind contract.pdf	Evidence of capacity of the person(s) signing the Bid to bind the Bidder
signed bid Bond Manhattan Beach - Jan 31 2024 - 11-04?PM[52165].pdf	signed bid Bond Manhattan Beach - Jan 31 2024 - 11-04?PM[52165].pdf	Bid Bond

CITY OF MANHATTAN BEACH

BID SCHEDULE FOR

Polliwog Park Fitness Station Replacement Project

Bidder's Name: Oppenheimer National

Bidder's Address: 31878 Del Obispo STE 118510 San Juan Capo CA 92675

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the City Engineer, at the following prices:

Base Bid Items as Follows:

BASE BID SCHEDULE:

ITEM NO.	CODE	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
1	%	Mobilization (10% maximum of Total Bid Price)	LS	1	\$ 17,000.00	\$ 17,000.00
2	%	Stormwater Pollution and Erosion Control Best Management Practices (BMP)	LS	1	\$ 6875.00	\$ 6875.00
3	%	Traffic control, site security, project phasing and maintain all pedestrian access to/from park areas for the duration of the Work	LS	1	4875.00 \$	4875.00 \$
4	%	Temp. Construction Fencing and Protection of Excavation for the duration of the Work	LS	1	\$ 5875.00	\$ 5875.00
5	C	Cap and relocate existing irrigation. Coordinate with City staff. Join existing, where occurs	LS	1	\$ 5375.00	\$ 5375.00
6	S,%	Construction Surveying and Third Party Material Testing	LS	1	\$ 8875.00	\$ 8875.00
7	C	Remove and legally dispose of existing rubber mulch, fitness	LS	1	\$ 12000.00	\$ 12,000.00

		equipment, posts, foundations, signs, and all related work per plan. Over-excavate and re-compact subgrade per plan				
8	C	Remove and dispose of existing concrete mow curb	LS	1	6875.00 \$	6875.00 \$
9	C	Remove and dispose of existing chain link fencing	LS	1	4375.00 \$	4375.00 \$
10		Remove and dispose of existing concrete sidewalk	SF	550	10.68 \$	5874.00 \$
11		Remove existing perimeter turf and soil, as required to establish finish grade	SF	650	6.73 \$	4374.50 \$
12		Grading for slab and fitness station area	SF	1,150	5.98 \$	6877 \$
13		Construct fitness court 6" reinforced concrete slab over gravel base per current manufacturer (NFC) drawings and specifications	SF	1,150	13.73 \$	15789.50 \$
14		Construct PCC sidewalk per City MB Std Plan MBSI-112A	SF	850	8.80 \$	7480.00 \$
15		Compact perimeter soil to finished grade and replace grass turf	SF	400	12.20 \$	4880.00 \$
16		Construct 4" PVC pipe and NDS drain and all related work	EA	4	718.75 \$	2875.00 \$
17		Prep and Prime Coat and Paint existing canopy steel posts and sign post	EA	5	1175 \$	5875.00 \$
18	C	Inventory, Pickup from City Yard and Deliver fitness station equipment to project site	LS	1	4875.00 \$	4875.00 \$
19	S, C	Install City Furnished fitness area tile and equipment per current manufacturer (NFC) drawings, instructions, and specifications, and	LS	1	12,575.00 \$	12,575.00 \$

		all related work				
20	C	Special project site maintenance and public convenience and safety (see Section 3-12)	LS	1	Not-to-Exceed	\$ 5,000
TOTAL BASE BID SCHEDULE (ITEMS 1 – 20):						\$ 148,600.00

ADDITIVE ALTERNATE BID SCHEDULE A: ADDITIONAL PARK AREA SIDEWALK

ITEM NO.	CODE	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
21		Remove and dispose of existing asphalt sidewalk	SF	1,300	\$ 4.77	\$ 6201.00
22		Remove existing perimeter turf and soil, as required to establish finish grade	SF	1,000	\$ 3.70	\$ 3700.00
23	%	Temp. Construction Fencing and Protection of Excavation for the duration of the Work	LS	1	\$ 1500	\$ 1500.00
24	C	Cap and relocate existing irrigation. Coordinate with City staff. Join existing, where occurs	LS	1	\$ \$1400.00	\$ \$1400.00
25		Construct PCC sidewalk per City MB Std Plan MBSI-112A	SF	1,500	\$ 8	\$ 12,000.00
26		Compact perimeter soil to finished grade and replace grass turf	SF	1,000	\$ 5.50	\$ 5500.00
TOTAL ADDITIVE ALTERNATE BID SCHEDULE A (ITEMS 20 – 26):						\$ 30,301.00

NOTES:

- 1) In the CODE column (S) denotes a specialty item, (%) denotes progress payments for that lump sum item will be allowed based on the percentage of completion in each pay period, and (C) denotes payments will be made after the completion of the lump sum item. See Subsection 9-2.1 of the General Provisions for details.
- 2) In the UNIT column (LS) denotes a lump sum item. See Section 9 of the General Provisions for details.

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Base Bid Schedule							\$148,600.00		
1	%		Mobilization (10% maximum of Total Bid Price)	LS	1	\$17,000.00	\$17,000.00	Yes	
2	%		Stormwater Pollution and Erosion Control Best Management Practices (BMP)	LS	1	\$6,875.00	\$6,875.00	Yes	
3	%		Traffic control, site security, project phasing and maintain all pedestrian access to/from park areas for the duration of the Work	LS	1	\$4,875.00	\$4,875.00	Yes	
4	%		Temp. Construction Fencing and Protection of Excavation for the duration of the Work	LS	1	\$5,875.00	\$5,875.00	Yes	
5	C		Cap and relocate existing irrigation. Coordinate with City staff. Join existing, where occurs	LS	1	\$5,375.00	\$5,375.00	Yes	
6	S,%		Construction Surveying and Third Party Material Testing	LS	1	\$8,875.00	\$8,875.00	Yes	
7	C		Remove and legally dispose of existing rubber mulch, fitness equipment, posts, foundations, signs, and all related work per plan. Over-excavate and re-compact subgrade per plan	LS	1	\$12,000.00	\$12,000.00	Yes	
8	C		Remove and dispose of existing concrete mow curb	LS	1	\$6,875.00	\$6,875.00	Yes	
9	C		Remove and dispose of existing chain link fencing	LS	1	\$4,375.00	\$4,375.00	Yes	
10			Remove and dispose of existing concrete sidewalk	SF	550	\$10.68	\$5,874.00	Yes	
11			Remove existing perimeter turf and soil, as required to establish finish grade	SF	650	\$6.73	\$4,374.50	Yes	
12			Grading for slab and fitness station area	SF	1150	\$5.98	\$6,877.00	Yes	
13			Construct fitness court 6" reinforced concrete slab over gravel base per current manufacturer (NFC) drawings and specifications	SF	1150	\$13.73	\$15,789.50	Yes	
14			Construct PCC sidewalk per City MB Std Plan MBSI-112A	SF	850	\$8.80	\$7,480.00	Yes	
15			Compact perimeter soil to finished grade and replace grass turf	SF	400	\$12.20	\$4,880.00	Yes	
16			Construct 4" PVC pipe and NDS drain and all related work	EA	4	\$718.75	\$2,875.00	Yes	
17			Prep and Prime Coat and Paint existing canopy steel posts and sign post	EA	5	\$1,175.00	\$5,875.00	Yes	
18	C		Inventory, Pickup from City Yard and Deliver fitness station equipment to project site	LS	1	\$4,875.00	\$4,875.00	Yes	
19	S, C		Install City Furnished fitness area tile and equipment per current manufacturer (NFC) drawings, instructions, and specifications, and all related work	LS	1	\$12,575.00	\$12,575.00	Yes	
20	C		Special project site maintenance and public convenience and safety (see Section 3-12)	LS	1	\$5,000.00	\$5,000.00	Yes	
Additive Alternate Bid Schedule A: Additional Park Area Sidewalk							\$30,301.00		
21			Remove and dispose of existing asphalt sidewalk	SF	1300	\$4.77	\$6,201.00	Yes	
22			Remove existing perimeter turf and soil, as required to establish finish grade	SF	1000	\$3.70	\$3,700.00	Yes	
23	%		Temp. Construction Fencing and Protection of Excavation for the duration of the Work	LS	1	\$1,500.00	\$1,500.00	Yes	
24	C		Cap and relocate existing irrigation. Coordinate with City staff. Join existing, where occurs	LS	1	\$1,400.00	\$1,400.00	Yes	
25			Construct PCC sidewalk per City MB Std Plan MBSI-112A	SF	1500	\$8.00	\$12,000.00	Yes	
26			Compact perimeter soil to finished grade and replace grass turf	SF	1000	\$5.50	\$5,500.00	Yes	

Line Item Subtotals

Section Title	Line Total
Base Bid Schedule	\$148,600.00
Additive Alternate Bid Schedule A: Additional Park Area Sidewalk	\$30,301.00
Grand Total	\$178,901.00

- 3) Estimated quantities are for the purpose of Bid comparison only; payments will be made on the basis of actual measurement of Work completed, except for lump sum (LS) items. For lump sum items, see Note 1. The Bid Price shall include, but not limited to, sales tax and all other applicable taxes and fees.

- 4) Items may be adjusted or deleted. Therefore, regardless of total actual volume (percentage) compared to estimated quantities, the unit prices provided above by the Bidder shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities; and if this right is exercised, the Contractor will not be entitled to any additional compensation. Cost of all export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

Total Bid Price = Base Bid Schedule Amount Plus (+) All Additive Bid Schedule Amounts

SIGNATURE PAGE TO FOLLOW

TOTAL BID PRICE IN DIGITS: \$ 178,901.00

TOTAL BID PRICE IN WORDS: One Hundred Seventy Eight Thousand and Nine Hundred and one Dollar

The undersigned certifies to have a minimum of three consecutive years of current experience in the type of Work related to the Project and that this experience is in actual operation of the firm with permanent employees performing a part of the Work as distinct from a firm operating entirely by subcontracting all phases of the Work. The undersigned also certifies to be properly licensed by the State as a contractor to perform this type of Work. The undersigned possesses California Contractor's License

Number 1095956, Class A&B, which expires on 08/31/2024.

Signature: 

Title: Vice President Date: 1/31/24

Signature: 

Title: CFO Date: 1/31/24

BIDDER'S PROPOSAL – CONTRACTOR'S STATEMENT

Polliwog Park Fitness Station Replacement Project

Fill out all of the following information. Attach additional sheets if necessary.

- (1) Bidder's Name: Oppenheimer National

- (2) If the Bidder's name is a fictitious name, who or what is the full name of the registered owner? If the Bidder's name is not a fictitious name, write "N/A" in the response to this question. If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement.
N/A

- (3) Business Address: 31878 Del Obispo STE 118510 San Juan Capo CA 92675

- (4) Telephone: 949 264- 2640 Email: admin@oppnat.com

- (5) Type of Firm – Individual, Partnership, LLC or Corporation: Corporation

- (6) Corporation organized under the laws of the State of: California

- (7) California State Contractor's License Number and Class: 1095956 A&B
Original Date Issued: 08/30/2022 Expiration Date: 08/31/2024

- (8) DIR Contractor Registration Number: 1000975733

- (9) List the name and title of the person(s) who inspected the Project site for your firm:
Tee Teymoorian - Vice President

- (10) Number of years' experience the company has as a contractor in construction work: 3

- (11) List the names, titles, addresses and telephone numbers of all individuals, firm members, partners, joint ventures, and company or corporate officers having a principal interest in this Bid:
Rusteen Hadjilou CEO Teerun Teymoorian Vice President Abtin Teymoorian Director
Arman Fard-Ghassemi CFO Shayan Teymoorian Secretary

- (12) List all current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this Bid:
N/A

(13) List the dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this Bid:

N/A

(14) For all arbitrations, lawsuits, settlements and the like (in or out of court) that the company or any principal having an interest in this Bid has been involved with in the past five years:

a. List the names, addresses and telephone numbers of contact persons for the parties:

N/A

b. Briefly summarize the parties' claims and defenses:

N/A

c. State the tribunal (e.g., Superior Court, American Arbitration Association, etc.), the matter number, and the outcome:

N/A

(15) Has the company or any principal having an interest in this Bid ever had a contract terminated by the owner or agency? If yes, explain.

NO

(16) Has the company or any principal having an interest in this Bid ever failed to complete a project? If yes, explain.

NO

(17) Has the company or any principal having an interest in this Bid ever been terminated for cause, even if it was converted to a "termination of convenience"? If yes, explain.

No

(18) For projects that the company or any principal having an interest in this Bid has been involved with in the last five years, did you have any claims or actions:

a. By you against the owner? Circle one: Yes No

b. By the owner against you? Circle one: Yes No

c. By any outside agency or individual for labor compliance?
Circle one: Yes No

d. By Subcontractors? Circle one: Yes No

e. Are any of these claims or actions unresolved or outstanding?
Circle one: Yes No

If your answer is "yes" to any part or parts of this question, explain.

N/A

(19) Has the company or any of its principals ever been debarred by any agencies? Is yes, please explain.

N/A

(20) For all public agency projects in excess of \$15,000.00 that you are currently working on or have worked on in the past two years, provide the following information:

Project 1 Name/Number Acacia Park City of Fullerton

Project Description Park Improvements

Approximate Construction Dates From: Sep 2023 To: Dec 2023

Agency Name: City of Fullerton

Contact Person: Joseph Hernandez **Telephone:** 714-773-0049

Address: 303 W Commonwealth Ave Fullerton CA 92832

Original Contract Amount: \$ 238,665.50 **Final Contract Amount:** \$ 258,200.65

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Minor change orders and requested extra work and additonal fencing

Did you or any Subcontractor file any claims against the Agency?

Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

N/A

Project 2 Name/Number Laguna Hills Sports Complex Site Improvements

Project Description Park and complex Improvements

Approximate Construction Date From: Oct 2023 To: Jan 2024

Agency Name: City of Laguna Hills

Contact Person: Joe Ames **Telephone:** 949-707-2655

Address: 25555 Alicia Parway Laguna Hills CA 92653

Original Contract Amount: \$ 197,709.80 **Final Contract Amount:** \$ 262,894.60

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Alternate bid items per request of the city

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

N/A

Project 3 Name/Number English Springs R&R

Project Description remove and restore concrete for park pathway

Approximate Construction Dates From: Nov 2023 To: Dec2023

Agency Name: City of Chino Hills

Contact Person: Luther Martin Telephone: 909-364-2849

Address: 14000 city center Dr Chino Hills Ca 91709

Original Contract Amount: \$ 96,750.00 Final Contract Amount: \$ \$101,400.00

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Change Order for extra work

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

N/A

Project 4 Name/Number La Puente Park Coffee Kiosk Installation

Project Description Coffee Kiosk Installation Concrete and site work

Approximate Construction Dates From: April2023 To: May2023

Agency Name: City of La Puente

Contact Person: Juan Galvan Telephone: 626-855-1538

Address: 15900 east main st La Puente Ca 91744

Original Contract Amount: \$ 64,425.80 Final Contract Amount: \$ 74,000.00

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Change Order for extra work

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

N/A

Project 5 Name/Number Cypress Citywide Park improvements 310D

Project Description Park Improvements along park and benches

Approximate Construction Dates From: June 2023 To: June2023

Agency Name: City of Cypress

Contact Person: Baruc Bravo Telephone: 714 -229-6747

Address: 5275 Orange Avenue Cypress, CA 90630

Original Contract Amount: \$ 34,080.00 Final Contract Amount: \$ 37,759.00

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Change order for extra concrete pad

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

N/A

Project 6 Name/Number Cypress Citywide Park improvements 310E

Project Description Demo current park drinking fountains , furnishing and installing new drinking fountains

Approximate Construction Dates From: Dec 2023 To: Dec 2023

Agency Name: City of Cypress

Contact Person: Baruc Bravo Telephone: 714-229-6747

Address: 5275 Orange Avenue Cypress, CA 90630

Original Contract Amount: \$ \$33,750.00 **Final Contract Amount:** \$ \$33,750.00

If final amount is different from original amount, please explain (change orders, extra work, etc.).

N/A

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

N/A

[Continue to Next Page]

Upon request of the City, the Bidder shall furnish evidence showing a notarized financial statement, financial data, construction experience, or other additional information.

Failure to provide truthful answers to the questions above or in the following References Form may result in the Bid being deemed non-responsive.

Urban Runoff Certification. The Bidder certifies to the City that he/she has trained his/her employees and Subcontractors, if any, for Urban Runoff management and has included sufficient sums in the Bid Price to cover such costs of training as stipulated in the most current Regional Water Quality Control Board requirements, including the Municipal Separate Storm Sewer System National Pollutant Discharge Elimination System (NPDES) Permit. The Contractor is responsible for all clean up and payment of all fines levied as a result of any illegal discharge (as defined in NPDES permit) occurring as a result of the Contractor's Work and/or operations.

I, the undersigned, certify and declare that I have read all the foregoing answers to the Bidder's Proposal – Contractor's Statement and know their contents. The matters stated in the Bidder's Proposal – Contractor's Statement answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is correct.

Company

Signature:  _____
Name: Tee Teymoorian
Title: Vice President
Date: 1/31/24

Signature:  _____
Name: Arman Fard-Ghassemi
Title: CFO
Date: 1/31/24

DESIGNATION OF SUBCONTRACTORS
[Public Contract Code Section 4104]

Polliwog Park Fitness Station Replacement Project

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half of one percent of the Contractor's total Bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent of the Contractor's total Bid or \$10,000.00, whichever is greater. If all Subcontractors do not fit on this page, attach another page listing all information for all other Subcontractors.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Percentage of Total Bid (e.g., 10%)*
T&M Surveying	LS9309	1000053063	531 E. TRENTON ST ORANGE CA 92867	Survey	4%

TT 

*The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

Bond No. N/A

BID BOND

Polliwog Park Fitness Station Replacement Project

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Manhattan Beach ("City"), has issued an invitation for Bids for the Work described as follows: Installation of fitness slab and fitness equipment for a city park

WHEREAS Oppenheimer National of 31878 Del Obispo St. San Juan Capistrano, CA 92675
(Name and address of Bidder)

("Principal"), desires to submit a Bid to City for the Work.

WHEREAS, Bidders are required to furnish a form of Bidder's security with their Bids.

NOW, THEREFORE, we, the undersigned Principal, and Old Republic Surety Company of
445 S. Moorland Rd. Suite 200, Brookfield, WI 53005
(Name and address of Surety)

("Surety"), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of ten percent (10%) of the total bid amount Dollars (\$), being not less than ten percent of the total Bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded the Contract for the Work by the City and, within the time and in the manner required by the bidding specifications, enters into the written form of Contract included with the bidding specifications, furnishes the required Bonds (one to guarantee faithful performance and the other to guarantee payment for labor and materials), and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this instrument, Surety further agrees to pay all court costs incurred by the City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of Civil Code Section 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: February 1st, 2024

"Principal"

Name: OPPENHEIMER NATIONAL
Address: 31878 Del Obispo St.
San Juan Capistrano, CA 92675
Telephone No.: 949-264-2640

Signature: [Signature]
Print Name: Joseph Teperman
Title: Vice President
Date: 1/31/24

Signature: [Signature]
Print Name: Armen Frano-Gonzalez
Title: CFO
Date: 1/31/24

"Surety"

Company Name: OLD REPUBLIC SURETY COMPANY
Address: 445 S. Moorland Rd, Suite 200
Brookfield, WI 53005
Telephone No.: 800-217-1792

Signature: [Signature]
Print Name: Zachary Mefferd
Title: Attorney-in-Fact
Date: February 1st, 2024



NOTE: *This Bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.*

**Notary Certificate
Attached**



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **RYAN O. SWALVE, ZACHARY MEFFERD, ZACHARY MATTER,**
HAVILAH WATSON of WEST DES MOINES, IA

Its true and lawful Attorney(s)-In-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-In-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 29th day of September, 2022.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 29th day of September, 2022, personally came before me, Alan Pavlic and Karen J. Haffner

, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

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

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-0605



Signed and sealed at the City of Brookfield, WI this 1st day of February, 2024.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

ZIP BONDS

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

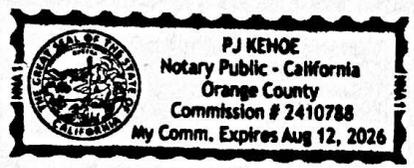
On Jan 31, 2024 before me, PJ Kehoe, Notary Public
Date Here Insert Name and Title of the Officer

Personally appeared Terun Teymoorian + Arman Fard - Ghassemie
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 PJ Kehoe
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 Bond 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's Name
Corporate Officer—Title(s)
Partner Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other

Signer Is Representing

Signer Is Representing

STATE OF IOWA

COUNTY OF POIK } ss.

**NOTARIAL CERTIFICATE
OF
ACKNOWLEDGMENT**

On this 1st day of February, 2024, before me, Havilah Sinai Watson,

Printed Name of Notary Public

the undersigned notary public, personally appeared Zachary Mefferd

Printed Name(s) of Signer(s)

- personally known to me - or -
- proved to me on the basis of satisfactory evidence
 - form(s) of identification _____
 - credible witness(es) _____

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 voluntarily for the purpose expressed therein.

WITNESS my hand and official seal.



Havilah Sinai Watson
Signature of Notary Public

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____ Title(s) _____
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Notary Journal Entry

- The details surrounding this notarial event are described in my notary journal:

Volume _____

Page # _____ Entry/Row # _____

Notary Contact: _____

Other

- Additional Signer(s)
- Signer(s) Thumbprint(s)
- _____

**NONCOLLUSION DECLARATION FORM
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
[Public Contract Code Section 7106]**

Polliwog Park Fitness Station Replacement Project

The undersigned declares:

I am the Vice President of Oppenheimer National, the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, Bid depository, or to any member or agent thereof, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any Person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 01/31/24 [date], at san juan capistrano [city], California [state].

Signature:  _____

Printed Name: Tee Teymoorian

Date: 01/31/24

Signature:  _____

Printed Name: Arman Fard-Ghassemi

Date: 01/31/24

ADDENDA ACKNOWLEDGMENT FORM

Polliwog Park Fitness Station Replacement Project

Bidder's Name: Oppenheimer National

The Bidder shall signify receipt of all Addenda here, if any:

Addendum Number	Date Received	Signature
N/A		

If there are more Addenda than there is room in the chart above, attach another page acknowledging receipt of the Addenda.