

BID PROPOSAL

TO: **BEACH CITIES HEALTH DISTRICT**, a California health care district, acting by and through its Board of Directors (the "District").

FROM: Los Angeles Engineering, Inc.
 (Name of Bidder)
633 N. Barranca Ave.
 (Address)
Covina, CA 91723
 (City, State, Zip Code)
626-454-5222
 (Telephone/Telecopier)
aaron@laeng.net
 (E-Mail Address of Bidder's Representative(s))
Aaron O'Brien
 (Name(s) of Bidder's Authorized Representative(s))

Bid Proposal

Bid Proposal Amount. Pursuant to and in compliance with the Notice to Contractors Calling for Bids, the Instructions for Bidders and the other documents relating thereto, the undersigned Bidder, having reviewed the Instructions for Bidders and all other Contract Documents and upon compliance with all requirements therein with reference to the submittal of this Bid Proposal, hereby proposes and agrees to perform the Contract including, without limitation, all of its component parts; to perform everything required to be performed; to provide and furnish any and all of the labor, materials, tools, equipment, applicable taxes, and services necessary to perform the Work of the Contract in strict compliance with the Contract Documents and complete in a workmanlike manner all of the Work required for the Contract for the sum of:

Base Bid Amount: \$ 1,800,000.00

(Bid Amount in Figures)

One Million Eight Hundred Thousand
Dollars

Dollars

(Bid Amount in Words)

Acknowledgment of Bid Addenda. In submitting this Bid Proposal, the undersigned Bidder acknowledges receipt of Bid Addenda, if any, issued by or on behalf of the District, as set forth below. The Bidder confirms that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda issued by or on behalf of the District.

No Addenda Issued
(initial)

ASB Addenda Nos. 1, 2, 3 received, acknowledged
(initial) and incorporated into this Bid Proposal.

Rejection of Bid; Holding Open of Bid. It is understood that the District reserves the right to reject this Bid Proposal and that this Bid Proposal shall remain open and not be withdrawn for the period of time specified in the Call for Bids, except as provided by law.

Documents Accompanying Bid. The Bidder has submitted with this Bid Proposal the following: (a) Bid Security; (b) Subcontractors List; and (c) Non-Collusion Affidavit. The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.


Award of Contract. If the Bidder submitting this Bid Proposal is awarded the Contract, the undersigned will execute and deliver to the District the Contract in the form attached hereto within five (5) days after notification of award of the Contract. Concurrently with delivery of the executed Agreement to the District, the Bidder awarded the Contract shall deliver to the District: (a) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents; (b) the Performance Bond; (c) the Labor and Material Payment Bond; (d) the Certificate of Workers' Compensation Insurance; and (e) the Drug-Free Workplace Certificate. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the District's rescission of the award of the Contract and/or forfeiture of the Bidder's Bid Security. In such event, the District may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest Bid Proposal, or to reject all Bid Proposals.

Contractor's License/DIR Registration. The undersigned Bidder is currently and duly licensed in accordance with the California Contractors License Law, California Business & Professions Code §§7000 et seq., under the following classification(s) A.B.* bearing License Number(s) 591176, with expiration date(s) of 03/31/2024, and DIR Registration No. 1000002848. The Bidder certifies that: (a) it is duly licensed, in the necessary class(es), for performing the Work of the Contract Documents; (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents; and (c) that all Subcontractors providing or performing any portion of the Work shall be so properly licensed to perform or provide such portion of the Work.
*C10,C27,C61/D12,HAZ

Acknowledgment and Confirmation. By submitting this Bid Proposal, the Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal. The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents. The undersigned Bidder certifies that its bid amount includes funds sufficient to allow the Bidder to comply with all

applicable local, state and federal laws and regulations governing the labor and services to be provided for the performance of the Work of the Contract and shall indemnify, defend and hold District harmless from and against any and all claims, demands, losses, liabilities and damages arising out of or relating to Bidder's failure to comply with applicable law in this regard.

THE UNDERSIGNED DECLARES UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE REPRESENTATIONS MADE IN THIS BID PROPOSAL ARE TRUE AND CORRECT.

By:  _____
(Signature)

Aaron O'Brien
(Typed or Printed Name)
Title: _____
Vice President

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BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, Liberty Mutual Insurance Company, as Surety and Los Angeles Engineering, Inc., as Principal, are jointly and severally, along with our respective heirs, executors, administrators, successors and assigns, held and firmly bound unto **BEACH CITIES HEALTH DISTRICT**, hereinafter the "Obligee," for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as the **DIAMOND STREET BIKE PATH PROJECT** and the Bid Proposal must be accompanied by Bid Security.

WHEREAS, subject to the terms of this Bond, the Surety is firmly bound unto the Obligee in the penal sum of **ten percent (10%)** of the maximum amount of the Bid Proposal submitted by the Principal to the Obligee, as set forth above, inclusive of additive alternate bid items, if any.

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for thirty (30) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefor, or if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written contract with the Obligee, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified for the holding open of the Bid Proposal or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed thereunder, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety shall pay to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorneys' fees.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this 9th day of June, 2023 by their duly authorized agents or representatives.

Los Angeles Engineering, Inc.

(Principal Name)

By: [Signature]

AARON O'BRIEN

(Typed or Printed Name)

Title: SECRETARY

Liberty Mutual Insurance Company

(Surety Name)

By: [Signature]
(Signature of Attorney-in-Fact for Surety)

Lisa L. Thornton

(Typed or Printed Name)

(Attach Attorney-in-Fact Certificate)

(800) 763-9268
(Area Code and Telephone Number of Surety)

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.

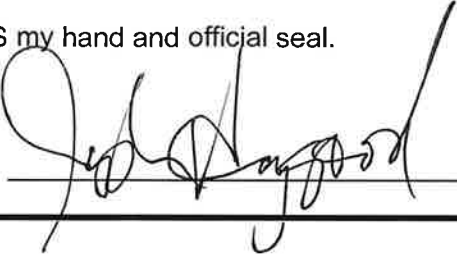
State of California
County of Los Angeles)

On June 15, 2023 before me, Joseph Haygood, Notary Public
(insert name and title of the officer)

personally appeared AARON O'BRIEN
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  (Seal)



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)
) ss
County of Los Angeles)

On June 9, 2023, before me, Patricia Arana, Notary Public, personally appeared Lisa L. Thornton, 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.

(Seal) 

Signature: 
Patricia Arana, Notary Public



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: 8204962-977459

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, C. K. Nakamura, E. S. Albrecht Jr., Jessica L. Rosser, Lisa L. Thornton, Maria Pena, Natalie K. Trofimoff, Noemi Quiroz, Patricia S. Arana, Tim M. Tomko

all of the city of Los Angeles 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 4th day of March, 2021.



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

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 4th day of March, 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, 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 9th day of JUNE, 2023



By: Renee C. Llewellyn, Assistant Secretary


Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

SUBCONTRACTORS LIST

1. Licensed Name of Subcontractor	2. Address of Office, Mill or Shop	3. Trade or Portion of Work	4. License No. Dir. Reg. No.	6. \$\$ Value of Work
VT Electric	108 Venon Ave. Ontario, CA 91762	Electrical (Partial)	763236 1000005674	\$61,694
Amber Steel	312 S. Willow Ave., Rialto, CA, 92376	Rebar (Partial)	268566 1000000630	\$14,447
Pavement Recycling Systems	10240 Sun Seavine Way #1100, Sunipa Valley, CA, 91752	Cold Milling (Partial)	569352 1000003363	\$26,892.50
PCI	975 W. 1st St. Azusa CA	Striping & Signage (Partial)	415490 1000813536	\$20,100
V&E Tree Services	PO Box 3280, Orange, CA, 92865	Clear & Grub (Partial)	654506 100000936	\$11,200

[Duplicate and attach additional page(s) as required.]

Name of Bidder: Los Angeles Engineering, Inc.
 Authorized Signature: 
 Aaron O'Brien, Secretary

SUBCONTRACTORS LIST

1. Licensed Name of Subcontractor	2. Address of Office, Mill or Shop	3. Trade or Portion of Work	4. License No. Dir. Reg. No.	6. \$\$ Value of Work

[Duplicate and attach additional page(s) as required.]

Name of Bidder: Los Angeles Engineering, Inc.

Authorized Signature:  Aaron O'Brien, Secretary

SUBCONTRACTORS LIST

1. Licensed Name of Subcontractor	2. Address of Office, Mill or Shop	3. Trade or Portion of Work	4. License No. Dir. Reg. No.	6. \$\$ Value of Work

[Duplicate and attach additional page(s) as required.]

Name of Bidder: Los Angeles Engineering, Inc.


Authorized Signature: 

Aaron O'Brien, Secretary

SUBCONTRACTORS LIST

1. Licensed Name of Subcontractor	2. Address of Office, Mill or Shop	3. Trade or Portion of Work	4. License No. Dir. Reg. No.	6. \$\$ Value of Work

[Duplicate and attach additional page(s) as required.]

Name of Bidder: Los Angeles Engineering, Inc.
Authorized Signature:  _____
 Aaron O'Brien, Secretary

SUBCONTRACTORS LIST

1. Licensed Name of Subcontractor	2. Address of Office, Mill or Shop	3. Trade or Portion of Work	4. License No. Dir. Reg. No.	6. \$\$ Value of Work

[Duplicate and attach additional page(s) as required.]

Name of Bidder: Los Angeles Engineering, Inc.



Authorized Signature: _____

Aaron O'Brien, Secretary

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NON-COLLUSION DECLARATION

**STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**


PROJECT:

I, Aaron O'Brien, being first duly sworn, deposes and says that I am
(Typed or Printed Name)
 the Secretary of Los Angeles Engineering, Inc., the party submitting
(Title) (Bidder Name)
 the foregoing Bid Proposal ("the Bidder"). In connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Bid Proposal is genuine and not collusive or sham.
3. 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 other bidder or anyone else to put in sham bid, or to refrain from bidding.
4. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Bid Proposal and related documents are true.
6. The bidder has not, directly or indirectly, submitted the 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 person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this 15th day of June, 2023 at Covina, Los Angeles County, CA
(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.



Signature

633 N. Barranca Ave, Covina, CA 91723

(Address)

Aaron O'Brien, Vice-President

Name Printed or Typed

Covina, Los Angeles County, CA

(City, County and State)

(626) 454-5222

(Area Code and Telephone Number)

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**MINUTES OF SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF
LOS ANGELES ENGINEERING, INC.**

A California Corporation

The Directors of LOS ANGELES ENGINEERING, INC., A California Corporation, held the special Meeting of the Board of Directors at 633 N. Barranca, Covina, California, on May 4, 2023 at the hour of 9:00 a.m. for the purpose of passing on any business which might be brought before the meeting.

There were present at said meeting the following Directors, constituting a quorum of the full Board:

ANGUS O'BRIEN AND AARON O'BRIEN.

ANGUS O'BRIEN acted as Chairman of the meeting and AARON O'BRIEN acted as Secretary of the meeting.

RESOLVED – Angus O'Brien, Aaron O'Brien and Melody Turner as Officers are authorized to sign bid documents and contracts concerning the corporation business and thereby bind the corporation to the contract and is authorized to do all things necessary and properly to carry out negotiations and execution of contracts with a public agency.

RESOLVED – The following persons are confirmed as the duly elected officers, serving in their said capacity until their successors are elected and qualified:

Angus O'Brien	President
Aaron O'Brien	Vice President
Aaron O'Brien	Secretary
Melody Turner	Chief Financial Officer

There being no further business to come before the meeting and upon motion duly made, seconded and unanimously carried, the meeting was adjourned.

ATTEST:




Angus O'Brien, Chairman and President



Aaron O'Brien, Vice President and Secretary

This Corporate Resolution is in force.

Signed this 15th day of June, 2023



Aaron O'Brien, Secretary

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS (FORM B)

CG 20 10 11 85

SCHEDULE

Name of Person or Organization:

Any person or organization that the named insured is obligated by virtue of a written contract or agreement to provide insurance such as is afforded by this policy **and is approved by the Company in writing within 30 days** of the inception of the contract or agreement, or the inception of this policy, whichever is later.

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.

The following additional provisions apply to any entity that is an insured by the terms of this endorsement:

1. Primary Wording

If required by written contract or agreement: Such insurance as is afforded by this policy shall be primary insurance, and any insurance or self-insurance maintained by the above additional insured(s) shall be excess of the insurance afforded to the named insured and shall not contribute to it.

2. Waiver of Subrogation

If required by written contract or agreement: We waive any right of recovery we may have against an entity that is an additional insured per the terms of this endorsement because of payments we make for injury or damage arising out of “your work” done under a contract with that person or organization.

3. Neither the coverages provided by this insurance policy nor the provisions of this endorsement shall apply to any claim arising out of the sole negligence of any additional insured or any of their agents/employees.



Authorized Representative

Melody Turner, CFO

6/15/2023

Date