



We Make Homes Healthy™

**Thrasher Termite & Pest Control
of So Cal, Inc.**

8957 Complex Dr
San Diego, CA 92123-1331
Call/Text: 619-955-5121
Fax: 619-564-7515
info@ThrasherPest.com
www.ThrasherPest.com

BID NO. 103-20

PROJECT# 1920-037

Enclosed you will find our bid for Pest Control Fumigation Services

As set forth in the contract documents please see the following attachments:

- 1.) DESIGNATION OF SUBCONTRACTORS FORM**
- 2.) NON COLLUSION DECLARATION AFFIDAVIT**
- 3.) BID BOND**
- 4.) SUBSTITUTION REQUEST FORM**
- 5.) CONTRACTOR'S CERTIFICATE REGARDING WORKERS'S COMPENSATION**
- 6.) BID FORM**
- 7.) BID ACKNOWLEDGEMENT FORM**
- 8.) NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

ADDITIONAL NOTE: Due to current economic status our bid may be variable. Our bid is valid if project is completed prior to 5-31-2020. If project is delayed we may require increase in insurance premiums which may fluctuate costs. We understand the timeline as set in the contract documents and, upon initial award of contract, our estimate is valid if completed by 5-31-2020.

Lauren Thrasher
Lauren Thrasher, Secretary
3-19-2020

Lauren Thrasher
Lauren Thrasher, President
3-19-2020

*** DESIGNATION OF SUBCONTRACTORS FORM**

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	License Number
Drywood Termite Fumigation Newport Elementary	Quality Pest Services, Inc	2554 W Via Palma, Anaheim CA 92801	7402
Drywood Termite Fumigation Mariners Elementary	Quality Pest Services, Inc	2554 W Via Palma, Anaheim CA 92801	7402
Drywood Termite Fumigation Eastbluff Elementary	Quality Pest Services, Inc	2554 W Via Palma, Anaheim CA 92801	7402
Drywood Termite Fumigation College Park Elementary	Quality Pest Services, Inc	2554 W Via Palma, Anaheim CA 92801	7402

DATED: 3-19-2020

Thrasher Termite & Pest Control of So Cal, Inc.

Proper Name of Bidder

By: Lauren Thrasher, President Lauren Thrasher, Secretary

Lauren Thrasher Lauren Thrasher
(Signature of Bidder)

Address: 8957 Complex Dr. San Diego CA 92123

Phone: 619-955-5121

*** NON-COLLUSION DECLARATION**
(Prime Bidder)

STATE OF CALIFORNIA

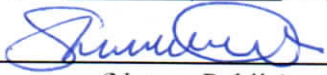
County of San Diego being first duly sworn, deposes and says that he/she is
President of Thrasher Termite & Pest Control of So Cal, Inc.
(Title) (Name of Bidder)

the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her price or any breakdown thereof, or the contents thereof, or divulged information of date relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member of agent thereof to effectuate a collusive or sham bid.

 
(Signature)

Lauren Thrasher, President Lauren Thrasher, Secretary
(Typed Name)

SUBSCRIBED BEFORE ME on this 19th day of March, 2020.


(Notary Public)

My Commission Expires:

(Expiration Date)

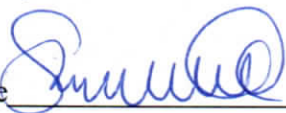
See Attached

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 SAN DIEGO)

Subscribed and sworn to (or affirmed) before me on this 19th day of March, 2020, by Lauren Thrasher who proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Witness my hand and official seal.

Signature  (Seal)



*** BID BOND**

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, (hereafter called "Principal"), and Thrasher Termite & Pest Control of So Cal., Inc. (hereafter called "Surety"), are hereby held and firmly bound unto the Newport-Mesa Unified School District (hereafter called "Owner") in the sum of Not to exceed ten percent of the bid amount (\$ 10% of bid amt.) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this 19th day of March, 2020.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the construction of Pest Control Fumigation Services; Bid No. 103-20; Project No. 1920-37

NOW, THEREFORE,

- a. If said Bid is rejected, or
- b. If said Bid is accepted and the Principal executes and delivers a contract or the attached Agreement form within five (5) calendar days after acceptance (properly completed in accordance with said Bid), and furnishes bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnishing materials in connection therewith,

Then this obligation shall be void; otherwise, the same shall remain in 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, or the work to be performed thereunder, or the specifications accompanying the same, shall in anyway affect its obligation 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, or the call for bids, or the work, or to the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including without limitation, attorneys' fees to be fixed by the court.

IMPORTANT:

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant, or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended).

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Merchants Bonding Company (Mutual)

6700 Westown Parkway

West Des Moines, IA 50266

(Name and Address of agent or representative for
service of process in California if different from above)

Edgewood Partners Insurance Center

10877 White Rock Road, Ste. 300

Rancho Cordova, CA 95670

(Telephone Number of Surety and agent or
representative for service of process in California).

Merchants Bonding Company - 515-558-8702

Edgewood Partners Insurance Company - 877-222-0000

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

PRINCIPAL: Thrasher Termite & Pest Control of So Cal, Inc.

James Thrasher

ATTEST: (if individual, two witnesses are required)

By: _____

By: _____

Title: _____

Title: _____

ATTEST: (if corporation)

By: Notary Acknowledgment

Title: Attached

(Corporate Seal)

SURETY:

Merchants Bonding Company (Mutual)

Sandra R. Black, Attorney-in-Fact

ATTEST: (if individual, two witnesses are required)

By: _____

By: _____

Title: _____

Title: _____

ATTEST: (if corporation)

By: Notary Acknowledgment

Title: and power of attorney attached

(Corporate Seal)

CALIFORNIA ALL-PURPOSE 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 Sacramento }

On 3/19/2020 before me, S. Evans, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Sandra R. Black

Name(s) of Signer(s)



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

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

Witness my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:
Merchants Bonding Company
Merchants National Bonding
Inc.

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

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 (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Jonathan Russell; Kathleen Ann Beck; Misty Hemje; Peter D Holley; Robin L Amstutz; Sandra R Black; Sokha Evans

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 following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"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 18th day of November, 2019.



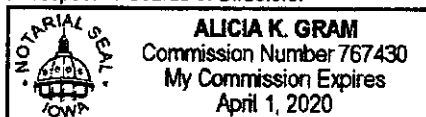
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 18th day of November, 2019, 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) and MERCHANTS NATIONAL BONDING, INC.; 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.



Alicia K. Gram

Notary Public

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

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., 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 19 day of March 2020



William Warner Jr.
Secretary

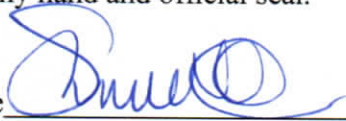
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On March 19, 2020, before me, Shannon Kahle, a Notary Public, personally appeared Lauren Thrasher and Garrett Thrasher, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons 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)



*** SUBSTITUTION REQUEST FORM**

Project: #1920-037

Newport-Mesa Unified School District

Pursuant to Public Contract Code Section 3400, bidder hereby requests substitution of the following articles, devices, equipment, products, materials, fixtures, patented processes, forms, methods, or types of construction:

<u>Specified Item</u>	<u>Requested Substituted Item</u>	<u>Agree to Provide Specific Item In the Event Request is Denied¹ (circle one)</u>	<u>District Decision (circle one)</u>
1. <u>none</u>	<u>n/a</u>	Yes No	Grant Deny
2. _____	_____	Yes No	Grant Deny
3. _____	_____	Yes No	Grant Deny
4. _____	_____	Yes No	Grant Deny
5. _____	_____	Yes No	Grant Deny
6. _____	_____	Yes No	Grant Deny
7. _____	_____	Yes No	Grant Deny
8. _____	_____	Yes No	Grant Deny
9. _____	_____	Yes No	Grant Deny

¹ Bidder must state whether bidder will provide the Specified Item in the event that District denies the request for substitution. If bidder states that bidder will not provide the Specified Item in the event their request for substitution is denied, bidder's bid will be considered non responsive. However, if bidder states that bidder will provide the Specified Item in the event that bidder's request for substitution is denied, bidder shall execute the Agreement and provide such Specified Item(s) and if bidder fails to execute the Agreement with the Specified Item(s), bidder's bond will be forfeited.

This Request Form must be accompanied by evidence as to whether the proposed substitution (1) is equal in quality, service, and ability to the Specified Item; (2) will entail no change in detail, construction, and scheduling of related work; (3) will be acceptable in consideration of the required design and artistic effect; (4) will provide no cost disadvantage to the District; (5) will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and (6) will require no change of the construction schedule.

The undersigned states that the following paragraph, unless modified on attachments, are correct:

1. The proposed substitution does not affect the dimensions shown on the Drawings.
2. The undersigned will pay for changes to the building design, including engineering design, detailing, and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse effect on other trades, the construction schedule, or specified warranty requirements.
4. Maintenance and service parts will be available locally for the proposed substitution.

Name of Bidder: Thrasher Termite & Pest Control of So Cal, Inc.

By: Lauren Thrasher, President  *Lauren Thrasher, Secretary Jan Thon*

District: _____

By: _____

*** CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION**

Labor Code Section 3700 in relevant part provides:

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

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations, of ability to self-insure and to pay any compensation that may become due to employees.

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provision before commencing the performance of the work of this contract.

Thrasher Termite & Pest Control of So Cal, Inc.
Proper Name of Bidder

By: Lauren Thrasher, President

Lauren Thrasher, Secretary

Lauren Thrasher

Lauren Thrasher

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.

EXHIBIT B

BID FORM

SITE NAME	TOTAL COST OF SERVICES
Newport Elementary	\$64,966
College Park Elementary	\$46,695
Eastbluff Elementary	\$38,573
Mariners Elementary	\$52,785
<i>Total Bid for All Sites</i>	\$203,019

EXHIBIT C

BID ACKNOWLEDGEMENT FORM

1. Pursuant to and in compliance with this bid, and all other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed and to provide and furnish any and all of the labor, materials, tools, equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with this contract.

All in strict conformity with the specifications and other contract documents including any addendums for the amounts as set forth below.

2. It is understood that this bid, once approved by the Newport-Mesa Unified School Dist. Board of Education, is an annual contract to provide goods and/or services the District per this bid for a period of one year from the Board approval date. Any extension beyond the initial year must be Board approved.

3. Bidder must adhere to the delivery schedule included in the bid documents, unless otherwise changed in writing by the District and provide all necessary insurance certificates as required in the bid documentation.

4. It is understood that the District reserves the right to reject this bid as specified in the Instructions For bidders and that the bid shall remain open and not be withdrawn for a period of sixty (60) days.

5. The District desires the right and option to extend any contract awarded hereunder for a period of one year from date of expiration, under the same price, terms, and conditions.

Date: 3.19.2020

Proper Name of Bidder

Thrasher Termite & Pest Control of So Cal, Inc.

By

Lauren Thrasher Lauren Thrasher
Lauren Thrasher, President Lauren Thrasher, Secretary

Signature of Bidder

Note: If a bidder is corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents; if a bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if a bidder is an individual, his full signature shall be placed above.

NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID
(Public Contract Code section 7106)

The undersigned declares:

I am the President of Thrasher Termite & Pest Control of So Cal, Inc., 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 3.19.2020 [date], at San Diego [city], California [state].



Signature

Lauren Thrasher

Print Name