MARK BEAMISH WATERPROOFING, INC.

EXCELLENCE IN INSTALLING AND RESTORING WATERPROOFING, CAULKING, & COATINGS

March 31, 2020

MBW#: 20-39309
PHONE: (714) 424-7573
EMAIL: lbidnick@nmusd.us

ATTN: Lance Bidnick
Newport-Mesa Unified School District
2985 Bear St.
Costa Mesa, CA 92626

BIDPROPOSAL – PREVAILING WAGE

NMUSD Window Restoration
2985 Bear St.
Costa Mesa, CA 92626

INITIAL BELOW TO APPROVE

JOINTSEALANT

1. MBW to remove all existing caulking/gaskets from all exterior arcadia curtain wall system window, frame to glass and all frame to frame horizontal returns all around the building and at the entire courtyard area. **$109,850.00**
   Prime if needed and and furnish and install Tremco Spectrum 2 silicone to all frame to glass and all frame to frame horizontal returns.
   All product and installation to be done per plans and specifications.
   Price includes a 20 year warranty and 5 year MBW warranty.

   INITIAL

2. MBW to remove all the existing caulking at the entire perimeter concrete paving/curb to building around the entire building and the entire courtyard area. **$11,250.00**
   Prime if needed, install backer rod if needed and furnish and install Tremco Dymonic 100 urethane to all perimeter areas.
   If a broadcast of silica sand is desired it will be done at no extra cost.

   INITIAL

3. MBW to hand/mechanically remove all existing caulking from the roof cap metal seems all around the building and at the entire courtyard area. **$10,950.00**
   Prime if needed followed by a complete installation of Tremco Spectrum 2 silicone with Tremco Simple Seal embedded into the Spectrum 2 and sealed per plans and specifications

   INITIAL

Caulking and Sealant Base Bid Total: $132,050.00

INITIAL

NOTE
Above work figured for (1) move-in(s), $1,050.00 for each additional.

WORK
Furnish and install specified scope(s) listed above to the above areas per manufacturer's recommended application procedures.

EXCLUSIONS | DISCLAIMERS Acceptance of this bid proposal is conditioned upon the following:

Joint Sealant: Taping of joints, joints at drywall, sheet metal, flashing, windows, ceramic tile, fire-rated, electrical/plumbing penetrations & fixtures are all excluded. Temporary protection of installed materials excluded. Custom colors or silicone sealants are excluded unless noted otherwise. Inclusion of swing stage is excluded from this proposal unless clearly stated otherwise herein this proposal. Please note: All decisions regarding color selection must be approved, in writing, by the Project Manager.

Additional:

- Shop drawings, permits and all items that are not included above are also excluded.
- MBW can provide additional insured endorsement forms IB.EX.070 (09/09) and IB.EX.069 (09/09), but we cannot provide other A/I forms such as CG 2010 (11/85).
- These inclusions and exclusions are made part of our contract with you.

Biohazard/ Hazmat: Site must be clear of all hazardous waste PRIOR to work start.
Hazardous Waste (HW) shall be defined as any solid, liquid, semi-solid, or contained gaseous materials which may have certain hazardous, toxic, corrosive, or combustible, physical, chemical, biological and radioactive constituents and properties.

INITIAL

MARK BEAMISH WATERPROOFING, INC.

EXCELLENCE IN INSTALLING AND RESTORING WATERPROOFING, CAULKING, & COATINGS

CONDITIONS OF PROPOSAL

1. Subcontractor has devoted time, money, and resources toward preparing this bid in exchange for Customer's express agreement that the parties shall have a binding contract consistent with the terms of this bid proposal and Customer unconditionally and irrevocably accepts this bid proposal if it (A) in any way uses or relies on the bid proposal or information therein to prepare "Customer's bid" for the project at issue and Customer is awarded a contract for the work; or (B) divulges the bid or any information therein to others competing with Subcontractor for the work.
2. Asking or allowing the Subcontractor to commence work or make preparations for work will constitute acceptance by Customer of this bid proposal. Subcontractor and Customer will execute a subcontract form to memorialize their agreement, supplemented and modified as provided by this bid proposal which shall be incorporated by reference into the final subcontract. In the event of any conflict between the terms of this bid proposal and any other documents stating terms of the final subcontract, this bid proposal shall govern.
3. A change in the price of an item of material of more than 5% between the date of this bid proposal and the date of installation shall warrant an equitable adjustment in the subcontract price.
4. Subcontractor will not be required to name additional insureds to its general liability insurance policy, nor to waive subrogation for claims covered by workers' compensation or commercial general liability insurance. Subcontractor shall maintain insurance with coverage and limits only as provided by Subcontractor's existing insurance program evidenced by its certificate of insurance available on request.
5. Subcontractor's schedule of values shall be used to determine progress payments. All sums not paid when due shall bear interest at the rate of 1 ½ % per month from due date until paid or the maximum rate permitted by law whichever is less; and all costs of collection, including a reasonable attorney's fee, shall be paid by Customer. The proper venue to resolve any disputes arising under the subcontract shall be the place where the project is located, and the laws of said place shall govern all such disputes.
6. Subcontractor shall be entitled to equitable adjustments of the contract price, including but not limited to any increased costs of labor, supervision, equipment or materials, and reasonable overhead and profit, for any modification of the project schedule differing from the bid schedule, and for any other delays, acceleration, out-of-sequence work and schedule changes beyond its reasonable control, including but not limited to those caused by labor unrest, fires, floods, acts of nature or government, wars, embargos, vendor priorities and allocations, transportation delays, suspension of work for non-payment or as ordered by Customer, or other delays caused by Customer or others. Should work be delayed by any of the aforementioned causes for a period exceeding ninety (90) days, Subcontractor shall be entitled to terminate the subcontract. Subcontractor change proposals must be processed in not more than (thirty) 30 days or as otherwise indicated on the change proposal.
7. THE EXPRESS WARRANTIES SET FORTH IN THE SUBCONTRACT DOCUMENTS ARE PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SUBCONTRACTOR. Subcontractor is not responsible for special, incidental, or consequential damages, and Subcontractor's liability for delay damages shall not exceed 5% of the original subcontract amount. Subcontractor is not responsible for damage to its work by other parties, and any repair work necessitated by such damage is extra work. All materials shall be furnished in accordance with the respective industry tolerance of color variation, thickness, size, finish, texture and performance standards. All warranty claims must be received by Subcontractor not more than one (1) year after completion of subcontractor's work, and Subcontractor must be provided a reasonable opportunity to inspect and make corrections, or such warranty claims are barred. This warranty is one year, standard; for more details please contact your sales team listed below.
8. Except as specifically required by the work and specifications included in this bid proposal, Customer shall furnish all temporary site facilities, including but not limited to site access, storage space, hoisting facilities, guard rails, covers for floor, roof and wall openings, security, parking, safety orientation, break and lunch facilities, toilet and wash facilities, drinking water and other water facilities, electrical service, telecommunication service, lighting, heat, ventilation, weather protection, fire protection, and trash and recycling services.
9. Neither party shall assign the subcontract, in whole or in part, without the written consent of the other.
10. Subcontractor shall not participate in a consolidated insurance program ("CIP").
11. Subcontractor is not responsible for discoloration of finished flooring due to different concrete pours, unknown colored concrete, or other unforeseen conditions.
12. Regardless of any language to the contrary contained in a waiver, waivers of lien or bond rights shall exclude retainage, unbilled changes, billed and unpaid changes, and claims which have been asserted in writing or which have not yet become known to Subcontractor, and shall either apply only through the date of work for which Subcontractor has been paid in full, or shall be conditional upon receipt of funds to Subcontractor's account.
13. Payment terms are Net 30 days.
14. This bid is good for thirty (30) days from the above bid date. Five percent (5%) may be added for escalation thirty (30) days from the above bid date. An additional five percent (5%) may be added for each ninety (90) day increment thereafter. Please contact the project estimator for confirmation of escalation terms.
15. All contractors and subcontractors must request dispatch of required apprentices from an Apprenticeship Program (for each apprenticable craft or trade) by giving the Program actual notice of at least 72 hours (excluding Saturdays, Sundays and Holidays) before the date on which apprentices are required.

Should you have any questions regarding this proposal, please feel free to call me directly.

Sincerely,

Armando Ortiz
Project Executive
armando@markbeamish.com

(714) 606-3875 | direct
(714) 575-0018 | main
(714) 575-9207 | fax

MBW#: 20-39309

Sign to Signify Acceptance of Proposal		
Printed Name, Company, Title:	Signature:	Date:
If you are a new customer, MBW will require a 50% down payment upon execution of contract.		

INITIAL

BID BOND FORM

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called "Principal"), and The Ohio Casualty Insurance Company (hereafter called "Surety"), are hereby held and firmly bound unto the Newport-Mesa Unified School District (hereafter called "District") in the sum of Ten percent of the total amount bid ($10% of the amount bid) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this 1st day of April, 2020.

The condition of the above obligation is such that whereas the Principal has submitted to the District a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of Window Restoration at District Office.

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.

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.

Mark Beamish Waterproofing, Inc.

(Corporate Seal)

By _____
Principal's Signature

adam W. Beamish
Typed or Printed Name

President
Principal's Title

(Corporate Seal)

By _____
Surety's Signature

Kim Luu
Typed or Printed Name

Attorney-in-Fact
Title

(Attached Attorney in Fact Certificate)

The Ohio Casualty Insurance Company
Surety's Name

790 The City Drive South, Suite 200, Orange, CA 92868
Surety's Address

(714) 634-5719
Surety's Phone Number

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)

The Ohio Casualty Insurance Company

790 The City Drive South, Suite 200

Orange, CA 92868

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

Same as above

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

(714) 634-5719 - Surety

(949) 756-0271 - Agent

CALIFORNIA 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 4-2-2020 before me, P. Kaa,
Date *Here Insert Name and Title of the Officer*

personally appeared adam w. Beamish
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.

P. KAA
COMM. # 2227203
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Expires Jan. 1, 2022

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 P. Kaa
Signature of Notary Public

Place Notary Seal and/or Stamp Above

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 form #20-39309
Document Date: 04/02/20 Number of Pages: 03
Signer(s) Other Than Named Above: Kim Lau

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

©2018 National Notary Association

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 APR 01 2020 before me, Reece Joel Diaz, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Kim Luu
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.

REECE JOEL DIAZ
Notary Public - California
Orange County
Commission # 2294772
My Comm. Expires Jun 25, 2023

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

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: **8201964-977460**

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, Rhonda C. Abel; Jeri Apodaca; Reece Joel Diaz; Maria Guise; Kim Luu; Michael D. Parizino; Rachelle Rheault; Heather Saltarelli; James A. Schaller

all of the city of Newport Beach state of California 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 23rd day of August, 2019.

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

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 23rd day of August, 2019 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
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
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 _____ day of APR 01 2020

By: _____
Renee C. Llewellyn, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.