#### **BID BOND**

| STATE OF TEXAS   | §                 | SURETY'S NO NIA _ |                      |   |
|------------------|-------------------|-------------------|----------------------|---|
| COUNTY OF HARRIS | S<br>S            |                   |                      |   |
| KNOW ALL ME      | N BY THESE PRESEN | ITS, THAT         | EverFenceCoproration | _ |

(hereinafter called the Principal), as Principal and Great Midwest Insurance Company

(hereinafter called the Surety), as Surety, are bound unto the City of La Porte, Texas, a home rule municipal (hereinafter called Obligee) the corporation of Harris County. Texas amount of 'n Five Percent (5%) of Total Amount Bid Dollars (\$ (5% TAB) ), for the payment whereof said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid to enter into a certain written Contract with Obligee for 24007 - Golf Course Fence Replacement Project - 201 Bay Forest Dr., La Porte, TX 77571

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully, enter into such written Contract, then this obligation shall be void; otherwise to remain in full force and effect

IT IS EXPRESSLY UNDERSTOOD AND AGREED that if said Principal should withdraw its Bid anytime after such Bid is opened and before this Bid Bond is returned or before official rejection of such Bid; or, if successful in securing the award thereof, said Principal should fail to enter into the Contract and furnish satisfactory Performance Bond and Payment Bond, and other required contract documents. the Obligee, in either of such events, shall be entitled and is hereby given the right to collect the full amount of this Bid Bond as liquidated damages.

1.0

PROVIDED, further that if any legal action be filed upon this Bond, venue shall lie in Harris County, Texas.

N WITNESS WHEREOF, the said Principal and Surety do sign and seal this instrument this 28th day of May, 2024

| EverFence Corporation                                   | Great Midwest Insurance Company  |
|---|--|
| Principal/Contractor                                    | 1. A 4   |
|   |  |
| By:   | By: •/ •   |
| MATHEW SWEPPISKT/ + IP                                  | Sean McCauley, Jr., Attorney-In-act  |
|   |  |
| Address: 2530 Glenda Ln., Suite 500                     | Address: 800 Gressner, Suite 600   |
|   | 20 <u></u>   |
| Dallas, TX 75229  | Houston, TX 77024  |
| Address: 2530 Glenda Ln., Suite 500<br>Dallas, TX 75229 | Sean McCauley, Jr., Attorney-in-act         Address:       800 Gressner, Suite 600         Houston, TX 77024 |

NOTE: Attach Power of Attorney

# POWER OF ATTORNEY Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Sean McCauley, Jr., Sam Duckett, Jeff Scott, Bridget Truxillo, Sarah Timmons, Ashlyn Simchik, Jarrod Yost, Alex Rausch, Liam Hackett, Sterling Ward

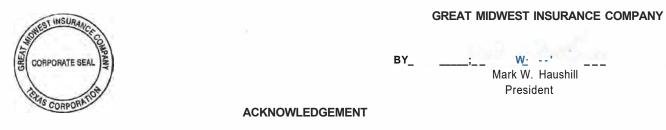
its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY,** on the 1<sup>st</sup> day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Twenty-Five Million dollars (\$25,000,000.00}, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY,** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.



On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



вү..... ----1 Christina Bishop Notary Public

#### CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this <u>28 th</u> Day of <u>May</u>, 20. BY Leslie K. Snau \_y,,,/r-Secxetary(,

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and aµplication fi)r insurance : claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact materi I thereto, ccmmits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

# **Texas Department of Insurance**



Certificate No. 15063

Company No. 07-005785

#### **Certificate of Authority**

THIS IS TO CERTIFY THAT

#### GREAT MIDWEST INSURANCE COMPANY

HOUSTON, TEXAS

has complied with the laws of the State of Texas applicable thereto and is hereby authorized to transact the business of

Fire; Allied Coverages; Inland Marine; Ocean Marine; Aircraft--Liability & Physical Damage; Accident; Health; Workers' Compensation & Employers' Liability; Employers' Liability; Automobile--Liability & Physical Damage; Liability other than Automobile; Fidelity & Surety; Glass; Burglary & Theft; Forgery; Boiler & Machinery; Credit and Reinsurance on all lines authorized to be written on a direct basis

insurance within the state of Texas. This Certificate of Authority shall be in full force and effect until it is revoked, canceled or suspended according to law.

City of La Porte Golf Course Fence Replacement Project

#### **BID FORM**

- 11 BID INFORMATION
- A. Bidder: EverFence Corp

#### B. Project Name: <u>City of La Port e Golf Course Fence Replacement Project</u>

- C. Project Location: \_\_\_\_20\_1 \_\_\_\_BayForestDr,LaPonte,TX77571r-\_\_\_
- D. Owner: City of La Porte
- E. Owner Project Number: Sealed Bid #24007 Golf Course Fence Replacement Project

#### 1.2 CERTIFICATIONS AND BASE BID

A. Base Bid, Single-Prime (All-Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by the city, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment, and services, including all scheduled allowances, necessary to complete the construction of the above-named Project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

| 1 Two Hundred Ninety Nine Thousand Nine Hundred | Dollars(\$ 299,900.00 |
|---|-----------------------|
|---|-----------------------|

2 The above amount may be modified by amounts indicated by the Bidder on the attached Bid Supplement - Alternates and Bid Supplement - Unit Prices, where applicable

Bid Form details on next page

|          |              | Qu,rntit, | 10\1    | 1311) I'OR I -1121007<br>I)c ,-ripl ion  | I nit r•rire                        | fotal .\mount  |          |
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THE R. LEWIS CO., NAMES IN TAXABLE PARTY AND ADDRESS OF TAXABLE PARTY.

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### BAY FOREST GOLF COURSE FENCE BID FORM - #24007

|          |          | Quantity | UOM      | Description   | Unit Price   | <b>Total Amount</b> |
|----------|----------|----------|----------|---|--------------|---------------------|
| Base Bid | Ι        |          | Base Bid |   |              |                     |
| Ι        | Base Bid | I        | LS       | <b>Mobilization and Demobilization:</b><br>Furnish all labor, materials, equipment and<br>incidentals required for the Contractor to<br>mobilize and demobilize. Shall include all costs<br>for Contractor's insurances and bonds,<br>construction/building and stormwater permits<br>and fees, job trailers and site administration<br>expenses and utilities. This item shall not exceed<br>more than five (5) percent of the Total Bid<br>amount of this contract. | N/A          | \$13,500            |
| 2        | Base Bid | Ι        | LS       | <b>Demolition:</b><br>Furnish all labor, materials, equipment, and<br>incidentals required for demolition. including<br>remove and dispose of all chain link fence as<br>requested, remove and dispose of larger trees as<br>needed, Hydro-Ax mulch area as needed for new<br>fence to be erected.  | 6.50105777   | \$39,949            |
| 3        | Base Bid | 1,515    | LF       | Perimeter Chain Link:<br>Supply and install 1,515 linear feet of 6' tall,<br>black vinyl chain link fence with 2-1/2" O.D.<br>line posts spaced 10' on center, 3" O.D. terminal<br>posts, 1-5/8" O.D. top and brace rails, and 2" x 8<br>x 72" KK FB chain link fence mesh (includes<br>concrete post foundations for all new fence<br>posts) (Chain link material to include 15 year<br>manufactures warranty).  | 31 .84448845 | \$48,245            |
| 4        | Base Bid | 1,515    | LF       | <b>PVC Slats:</b><br>Supply and install 1,515 linear feet of 6' tall<br>PVC bottom locking fence slats into the new<br>chain link fence. Slat color TBD.  | 12.12112211  | \$18, 500 �         |
|          |          |          |          |   | 4            |                     |

.

### BAY FOREST GOLF COURSE FENCE BID FORM - #24007

|          |          | Quantity | UOM      | Description  | Unit Price   | Total Amount |
|----------|----------|----------|----------|--|--------------|--------------|
| Base Bid | 1        |          | Base Bid |  |              |              |
| 1        | Base Bid | 1        | LS       | Mobilization and Demobilization:<br>Furnish all labor, materials, equipment and<br>incidentals required for the Contractor to<br>mobilize and demobilize. Shall include all costs<br>for Contractor's insurances and bonds,<br>construction/building and stormwater permits<br>and fees, job trailers and site administration<br>expenses and utilities. This item shall not exceed<br>more than five (5) percent of the Total Bid<br>amount of this contract. | N/A          | \$13,500     |
| 2        | Base Bid | 1        | LS       | <b>Demolition:</b><br>Furnish all labor, materials, equipment, and<br>incidentals required for demolition. including<br>remove and dispose of all chain link fence as<br>requested, remove and dispose of larger trees as<br>needed, Hydro-Ax mulch area as needed for new<br>fence to be erected.   | 6.50105777   | \$39,949     |
| 3        | Base Bid | 1,515    | LF       | Perimeter Chain Link:<br>Supply and install 1,515 linear feet of 6' tall,<br>black vinyl chain link fence with 2-1/2" O.D.<br>line posts spaced 10 on center, 3" O.D. terminal<br>posts, 1-5/8" O.D. top and brace rails, and 2" x 8<br>x 72" KK FB chain link fence mesh (includes<br>concrete post foundations for all new fence<br>posts) (Chain link material to include 15 year<br>manufactures warranty).  | 31 .84448845 | \$48,245     |
| 4        | Base Bid | 1,515    | LF       | <b>PVC Slats:</b><br>Supply and install 1,515 linear feet of 6' tall<br>PVC bottom locking fence slats into the new<br>chain link fence. Slat color TBD.   | 12.12112211  | \$18,500     |
| <br>     | <br>     | <br>     |          |  |              |              |

#### Quantity UOM Unit Price Description **Total Amount Perimeter Ornamental:** Supply and install 4,630 linear feet of 6' tall ornamental fence with 3 rails, 3/4" square pickets spaced 4-3/4" on center, 4" diameter rings, spear point finials, 2-1/2" square posts 38.187041 \$176,806 LF spaced 8' on center, 1-1/2" insert brackets, with 5 Base Bid 4,630 black finish (includes concrete post foundations for all new fence posts) (Ornamental fence material includes a 10 year manufacturers warranty). **Double Swing Ornamental Gate:** Supply and install 1 ea. - 10' wide x 6' tall 1 \$21 5 0.00 6 Base Bid 1 EA double swing gate with pad lockable latch. Black finish. Single Swing Ornamental Gate: Supply and install 1 ea. - 6' wide x 6' tall single 1 \$750.00 7 Base Bid 1 EA swing gate with pad lockable latch. Black finish.

BASE BID TOTAL PRICE: \_\_\_\_\_

\$299,900.00

#### 1.3 BID GUARANTEE

A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to provide the Owner a Bid Bond furnished by a surety as specified within, in the following amount constituting five percent (5% of the Base Bid amount above:

B. In the event Owner does not offer a Notice of Award within the time limits stated above, Owner shall return to the undersigned the Bid Bond.

### BAY FOREST GOLF COURSE FENCE BID FORM

Golf Course Fence Replacement Project

#### 1.4 SUBCONTRACTORS AND SUPPLIERS

A. The following companies shall execute subcontracts for the portions of the Work indicated:

### 1.5 TIME OF COMPLETION

A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by the OWNER and shall fully complete the Work within 45 calendar days.

### 1.6 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

- 1. Addendum No. 1, datd Ma. y 9; 2024
- 2. Addendum No. 2, dated <u>May 28, 2024</u>.
- 3. Addendum No. 3, dated <u>None</u> \_\_\_\_\_.
- 4. Addendum No. 4, dated <u>Nome</u>.

Sealed Bid #24007 Issue Set Phase 1 Bid Form

#### **1.7 BID SUPPLEMENTS**

A. The following supplements are a part of this Bid Form and are attached hereto:

1. Bid Form Supplement - Bid Bond Form (City of La Porte form, provided).

#### **1.8 CONTRACTOR'S LICENSE**

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in the State of Texas, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

#### 1.9 SUBMISSION OF BID

A. Respectfully submitted this <u>30th</u> day of M\_ay ---' 2024.

| B. Submitted By:         | EverFence Corporation | (Name of bidding firm or                  |
|--------------------------|-----------------------|---|
| corporation).            |                       |   |
| C. Authorized Signa      | iture:                | (Handwritten signature).                  |
| D. Signed By: <u>Mat</u> | new Sivewright        | (Type or print name).                     |
| E. Title: President      |                       | (Owner/Partner/President/Vice President). |
| F. Witnessed By:         | <b></b>               | (Handwritten signature).                  |
| G. Attest: <u>V(</u>     | 2i\                   | (Handwritten signature).                  |

City of La Porte Golf Course Fence Replacement Project

| H. By: <u>Adriana Araujo</u>                            | (Type or print name).                         |
|---|---|
| I. Title: S <u>ecretary</u>                             | (Corporate Secretary or Assistant Secretary). |
| J Street Address: 2530 Glenda Ln., Suite 500            |   |
| K. City, State, Zip: <b>-⊒a</b> lla <u>s, ŢX 7</u> 5229 | ·   |
| L. Phone and E-mail: <u>(972)955-5074 todd@e</u>        | verfence.com                                  |
| M.License No.: <u>1063022</u>                           | ·   |
| N. Federal ID No.: <u>84-353420</u> 2                   | (Affix Corporate Seal Here).                  |

END OF BID FORM

# CITY OF LA PORTE RESPONDENT AFFIDAVIT

The foregoing prices shall include all labor, materials, equipment, removal, overhead, profit, freight, insurance, etc., to cover the finished work specified in this bid.

All items bid and installed under this procurement must be new and unused and in undamaged condition.

The City of La Porte is tax exempt and no taxes shall be included in the pricing of this solicitation.

Respondent understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the solicitation.

The respondent agrees that this solicitation shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving submittals.

The undersigned affirms they are duly authorized to represent this firm, that this proposal has not been prepared in collusion with any other firm, and that the contents contained herein have not been communicated to any other firm prior to the official opening.

Respectfully submitted:

| Business Name:        | EverFence Corporation      |
|-----------------------|----------------------------|
| Address:              | 2530 Glenda Ln             |
|                       | Suite 500 Dallas, TX 75229 |
| Printed Name:         | Mathew Sivewright          |
| Authorized Signature: |                            |
| Date:                 | /<br>May 30, 2024          |

# CITY OF LA PORTE CERTIFICATION OF RESPONDENT

City of La Porte Ordinance #98-2217 prohibits any expenditure for goods or services by the City of La Porte from any person, firm, or corporation owing any delinquent indebtedness to the City. The undersigned respondent further certifies that it is in compliance with the requirements of said ordinance. A copy of the ordinance may be obtained by contacting the City of La Porte Purchasing Division at 281-470-5126.

If undersigned bidder is not in compliance with Ordinance 98-2217, it hereby assigns to the City of La Porte, the amount of its delinquent indebtedness to the City of La Porte, to be deducted by the City of La Porte from the amounts due the undersigned.

Failure to remit this certification with the response or non-compliance with said ordinance shall be just cause for rejection or disqualification of submitted proposal.

\_X\_ The undersigned hereby certifies that it is in compliance with Ordinance 98-2217.

Or

The undersigned assigns to the City of La Porte, the amount of its delinquent indebtedness, to be deducted by the City of La Porte from the amounts due the undersigned.

(Initial one of the above)

| Business Name:        | EverFence Corporation      |  |
|-----------------------|----------------------------|--|
| Address:              | 2530 Glenda Ln             |  |
|                       | Suite 500, Dallas TX 75229 |  |
| Printed Name:         | Mathew Sivewright          |  |
| Authorized Signature: |                            |  |
| Date:                 | /<br>May 30, 2024          |  |

# PROTECTION OF RESIDENT WORKERS COMPLIANCE

The City of La Porte, Texas actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S.

The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (1-9).

The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

| Business Name:                         | EverFence Corporation      |
|--|----------------------------|
| Address:                               | 2530 Glenda Ln             |
|  | Suite 500, Dallas TX 75229 |
| Printed Name:<br>Authorized Signature: | Mathew Sivewright          |
|  |                            |
| Date:                                  | ,<br>May 30, 2024          |

# CITY OF LA PORTE INDEMNITY HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City of La Porte, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney's fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expenses, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or said Subcontractors or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's employees or independent contractors.

The Contractor expressly understands and agrees that any insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City of La Porte, its Council members, officers, agents and employees and herein provided.

| Business Name:                                  | EverFence Corporation      |
|---|----------------------------|
| Address:  | 2530 Glenda Ln             |
|   | Suite 500, Dallas TX 75229 |
| Printed Name:<br>Authorized Signature:<br>Date: | Mathew Sivewright          |
|   |                            |
|   | May 30, 2024               |

| <b>CONFLICT OF INTEREST QUESTIONNAIRE</b><br>For vendor doing business with local governmental entity   | FORM CIQ           |  |  |
|---|--------------------|--|--|
| This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.   | OFFICE USE ONLY    |  |  |
| This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001 (1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).   | Date Received      |  |  |
| By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.   |                    |  |  |
| A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.  |                    |  |  |
| ${f J}$ Name of vendor who has a business relationship with local governmental entity.  |                    |  |  |
| EverFence Corporation   |                    |  |  |
| Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)  |                    |  |  |
| N/A   |                    |  |  |
| Name of Officer   |                    |  |  |
| A is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?<br>Oves No<br>B is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?<br>Oves No |                    |  |  |
| Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.<br>N/A   |                    |  |  |
| 6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).  |                    |  |  |
| Image: Signature of vendor doing buliness with the governmental entity       May 30,  | 2024<br>Date       |  |  |
| Form provided by Texas Ethics Commission www.ethics.state.tx.us   | Revised 11/30/2015 |  |  |

### House Bill 89 VERIFICATION

 I. <u>Mathew Sivewright</u>
 (Person name), the undersigned

 representative of (Company or Business name)
 EverFence Corporation

(hereafter referred to as company) being an adult over the age of eighteen {18) years of age, do hereby verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::

- 1 Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with City of La Porte, Texas.

This statement is exempt for sole proprietorship vendors, vendors who have less than 10 full time employees and contracts that are under \$100,000 of public funds.

Pursuant to Section 2270.001, Texas Government Code:

- 1 "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
- 2 "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

| May 30, 2024 |  |
|--------------|--|
|              |  |

DATE

SIGNATURE OF COMPANY REPRESENTATIVE



# **Qualifications Statement**

We appreciate the opportunity to bid on The City of La Porte Bay Forest Golf Course Fence Replacement Project.

Please see the attached EverFence Corporation Capability Statement which will ensure The City of La Porte is making a good choice in choosing EverFence for their fencing needs as the statement will provide the city with our contact information, years in business, a sample of our projects and statements from previous and current clients.

EverFence Corporation currently has seven (7) branches. Five (5) branches located in S California, One (1) Branch in Orlando, Florida and One (1) Branch in Dallas, Texas. The Dallas branch is located at:

 2530 Glenda Ln., Suite 500 Dallas, TX 75229 *I* (972)955-5074
 Branch Manager - Todd Neuens; 44 Years of Experience in Commercial and Residential Fence. Previous owner of a fence company for 32yrs; Managed large scale Commercial Fence projects for airports, schools, prisons and golf courses.

The following is a list of current commercial projects under contract, contract total and approximate percentage of completion:

- Poway USD / \$788,000 / 80%
- Pomerado E/S / \$440,000 *I* 90%
- Texas Roadhouse/ \$42,400 / 30%
- Miller Park/ \$342,700 / 50%
- Arroyo Valley HS/ \$122,000 / 80%
- Thousand Oaks Cluster/ \$92,000 / 50%
- Adams Middle School/ \$88,000 / 20%
- Ardalan Rio Plaza/ \$277,600 *I* 70%

EverFence Corporation has never engaged in a contract that has resulted in a lawsuit or has a contract ever defaulted.

EverFence Corporation had never filed for bankruptcy.

Mathew Sivewright, President and CEO of EverFence also owns Lion Fence and Supply which supplies over 2600 fence companies nationwide with iron and steel fence materials. Lion Fence and Supply has a local warehouse at 2406 Market St., Baytown, Texas 77520.

EverFence Corporation is proud to announce that we have secured \$7 million for it's Series A funding round from HIPstr, the early-stage investment arm of HighPost Capital, LLC.; Mark Bezos. EverFence plans to use the proceeds to enter attractive new markets throughout the United States, further enhance its technology platform, broaden its service offerings, such as providing financing to customers and tiered/bundling options, and expand its team.