

BID FORMS

BID ACKNOWLEDGEMENT

NAME OF BIDDER: EverFence Corporation

The undersigned hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract, including all plans, specifications, and all addenda, if any, for the following Project:

FA2025-0002 Davis Magnet Elementary School – Fencing and Gates Project

To the Newport-Mesa Unified School District, with its principal place of business at 2985 Bear Street, Costa Mesa, California 92626:

In response to the Notice Inviting Bids dated March 10, 2025, and in accordance with the accompanying Instructions to Bidders, the undersigned hereby proposes to the District to furnish all labor, technical and professional services, supervision, materials and equipment, other than materials and equipment specified as furnished by the District, and to perform all operations necessary and required to construct the Project in accordance with the provisions of the Contract Documents, including all plans, specifications, and all addenda, and at the prices stated opposite the respective items set forth in the Bid Schedule.

This Bid constitutes a firm offer to the District which cannot be withdrawn for 90 days after the date set for opening of Bids, or until a Contract is executed by the District and a third party, whichever is earlier.

The undersigned certifies that it has examined and is fully familiar with all of the provisions of the Contract Documents and any addenda thereto; that it has carefully checked all of figures shown in its Bid Schedule; that it has carefully reviewed the accuracy of all statements in this Bid and attachments hereto; and that it understands and agrees that the District will not be responsible for any errors or omissions on the part of the undersigned in preparing this Bid.

If awarded a Contract, the undersigned agrees to execute and deliver to the District within ten (10) calendar days after date of receipt of Notice of Award, a signed Contract and the necessary Performance Bond, Payment Bond, and Certificates of Insurance and Endorsements.

The following Bid Forms, which have been completed and executed by the undersigned Bidder, are incorporated by this reference and made a part of this Bid:

1. Completed Bid Schedule form.
2. Bid Guarantee in the amount of not less than 10% of the Total Bid Price.
3. Completed Designation of Subcontractors form.
4. Completed Bidder Information and Experience form.

5. Fully executed Noncollusion Declaration form.

6. Completed Public Works Contractor DIR Registration Certification form.

Bidder certifies that it is now licensed in accordance with the provisions of the Contractor's License Law of the State of California:

License number 1063022

Expiration date 02/28/2026

License classification C-13 Fencing

If the Bidder is a joint venture, each member of the joint venture must include the above information.

The undersigned acknowledges receipt, understanding, and full consideration of the following addenda to the Contract Documents:

Addenda No. 1

[SIGNATURES NEXT PAGE]

I hereby certify under penalty of perjury under the laws of the State of California that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

BIDDER:

EverFence Corporation
(Company Name)

Bidder's Business Address:

204 W Carleton Ave Ste. A
Orange, CA 92867

By Robert Rackleff
(Signature)

Robert Rackleff
(Type or print name)

President
(Title)

Orange, CA 92867
(Where signed) (District, State)

(corporate seal)

Dated: October 14, 2025
State of Incorporation: California

(If the Contractor is a corporation, two signatures of corporate officers are required.)

Names and addresses of all partners or joint venturers:

NA

Statement of the authority of signatory to bind Bidder:

NA

BID SCHEDULE

Type text here	Type text here	Type text here
TOTAL BID PRICE + \$17,000 ALLOWANCE		
\$ 95,390.00		
TOTAL BID PRICE + \$17,000 IN NUMBERS		

The costs for any work shown or required in the Contract Documents, but not specifically identified as a bid line item are to be included in the related bid line items and no additional compensation shall be due to Contractor for the performance of the work.

All blank spaces appearing above must be filled in. Failure to fill in any blank spaces may render the Bid non-responsive. In case of discrepancy between the Unit Price and Item Cost set forth for a unit basis item, the Unit Price shall prevail and be utilized as the basis for determining the lowest responsive, responsible Bidder. However, if the amount set forth as a Unit Price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the Item Cost column, then the amount set forth in the Item Cost column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the Unit Price.

For purposes of evaluating Bids, the District will correct any apparent errors in the extension of unit prices and any apparent errors in the addition of lump sum and extended prices.

The estimated quantities for Unit Price items are for purposes of comparing Bids only and the District makes no representation that the actual quantities of work performed will not vary from the estimates. Final payment shall be determined by the District from measured quantities of work performed based upon the Unit Price.

The undersigned agrees that this Bid Schedule constitutes a firm offer to the District which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract for the work is fully executed by the District and a third party, whichever is earlier.

If the Contract Documents specify alternate bid items, the District can choose to include any, all, or none of the alternate bid items in the Work. If the District selects any of the alternate bid items, the corresponding alternate bid prices shall be added to or deducted from Base Bid Price for the work. The District can award/select alternate bid items at any time(s).

Name of Bidder EverFence Corporation

Signature Robert Rackleff

Name and Title Robert Rackleff (President and CFO)

Dated 10/14/2025

BID GUARANTEE

Bond No. CIC1951755

BID BOND

[Note: Not required when other form of Bidder's Security, e.g., cash, certified check, or cashier's check, accompanies Bid.]

The makers of this bond are, EverFence Corporation, as Principal, and Capitol Indemnity Corporation, as Surety and are held and firmly bound unto the Newport-Mesa Unified School District, hereinafter called the District, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to District for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated October 14, 20 25, for **FA2025-0002 Davis Magnet School – Fencing and Gates Project**.

If the Principal does not withdraw its Bid within the time specified in the Contract; and if the Principal is awarded the Contract and provides all documents to the District as required by the Contract; then this obligation shall be null and void. Otherwise, this bond will 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 shall affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 14th day of October, 20 25, the name and corporate seal of each corporation.

(Corporate Seal)

EverFence Corporation
Contractor/ Principal

By _____

Title _____

Capitol Indemnity Corporation
Surety

By Sean McCauley Jr.
Attorney-in-Fact, Sean McCauley Jr.

Title Attorney-in-Fact

(Corporate Seal)

(Attach Attorney-in-Fact Certificate)

Notary 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.

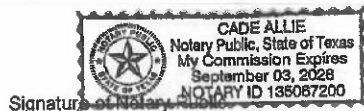
STATE OF TEXAS
COUNTY OF DALLAS

On October 14, 2025, before me, Cade Allie, Notary Public, personally appeared Sean McCauley Jr., 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.



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 this form to another document.

CAPADISTRICT CLAIMED BY SIGNER

- ☐ Individual
- ☐ Corporate Officer

☐ Partner(s) ☐ Limited
 ☐ General

☒ Attorney-In-Fact

☐ Trustee(s)

☐ Guardian/Conservator

☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

Capitol Indemnity Corporation

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF BID BOND

**CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY**

CIC1951755

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

SEAN MCCAULEY, JR., BRIDGET TRUXILLO

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

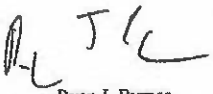
"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

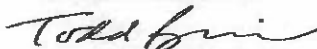
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts 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 **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of September, 2022.

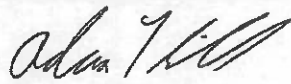
Attest:


Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer


Todd Burrick
Chief Underwriting Officer

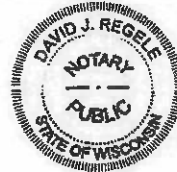


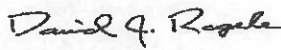
CAPITOL INDEMNITY CORPORATION


Adam L. Sills
Chief Executive Officer and President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 1st day of September, 2022 before me personally came Adam L. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is Chief Executive Officer and President of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



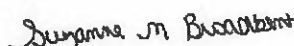

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 14th day of October, 2025




Suzanne M. Broadbent
Secretary

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY that, pursuant to the Insurance Code of the State of California,

Capitol Indemnity Corporation

of Wisconsin, organized under the laws of Wisconsin, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

**Fire, Marine, Surety, Disability, Plate Glass, Liability,
Boiler and Machinery, Burglary, Sprinkler,
Team and Vehicle, Automobile, and Miscellaneous**

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 28th day of August, 2014, I have hereunto set my hand and caused my official seal to be affixed this 28th day of August, 2014.



By

Dave Jones
Insurance Commissioner

Valerie Sarfaty
for Nettie Hoge
Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

DESIGNATION OF SUBCONTRACTORS

The subcontractor listed below will perform work or labor or render service to the successful Bidder in or about the construction of the work or improvement, or are subcontractors licensed by the State of California who will, under subcontract to the successful Bidder, specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the Contract Documents, in an amount in excess of one-half of one percent (1/2 of 1%) of the Bidder's total bid. Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

In compliance with the Subletting and Subcontracting Fair Practices Act Chapter 4 (commencing at Section 4100), Part 1, Division 2 of the California Public Contract Code, the Bidder shall set forth below:

- (a) The portion of the work to be done by the subcontractor;
- (b) The name and the location of the place of business;
- (c) The California contractor license number; and
- (d) The DIR public works contractor registration number.

If a Bidder fails to specify a subcontractor or if a Bidder specifies more than one subcontractor for the same portion of work, then the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of work and that it shall perform that portion itself.

Portion of Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number
Mow Curb Demo, Mow Curb Install, Irrigation Mods	Dash Construction Co. Inc.	6320 Canoga Ave. Suite 220 Woodland Hills, CA 91367	869505	1000027444

Portion of Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number

BIDDER INFORMATION AND EXPERIENCE FORM

INFORMATION ABOUT BIDDER

(Indicate not applicable ("N/A") where appropriate.)

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

- 1.0 Name of Bidder: EverFence Corporation
- 2.0 Type, if Entity: Stock Corporation-Out of State-Stock
- 3.0 Bidder Address: 204 W. Carleton Ave. Suite A
Orange, CA 92867 562-946-2872
Facsimile Number Telephone Number
andrew@everfence.com
Email Address
- 4.0 How many years has Bidder's organization been in business as a Contractor?
5
- 5.0 How many years has Bidder's organization been in business under its present name? 5
- 5.1 Under what other or former names has Bidder's organization operated?
NA
- 6.0 If Bidder's organization is a corporation, answer the following:
- 6.1 Date of Incorporation: 12/04/2019
- 6.2 State of Incorporation: California
- 6.3 President's Name: Robert Rackleff
- 6.4 Vice-President's Name(s): NA
- 6.5 Secretary's Name: NA
- 6.6 Treasurer's Name: NA

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: NA

7.2 Name and address of all partners (state whether general or limited partnership):

NA

8.0 If other than a corporation or partnership, describe organization and name principals:

NA

9.0 List other states in which Bidder's organization is legally qualified to do business.
Texas and Florida

10.0 What type of work does the Bidder normally perform with its own forces?

Fence and gate installation.

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

No

12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

No

13.0 List Trade References:

Type text here

Oltmans Services

Type text here

Type text here

Jeff Fleck

562-948-4242

14.0 List Bank References (Bank and Branch Address):

City National Bank

949-718-4467

bob.johnson@cnb.com

15.0 Name of Bonding Company and Name and Address of Agent:

McCauley Bond Agency

Cade Allie

5710 LBJ Fwy. Suite 235 Dallas, TX 75240

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LIST OF CURRENT PROJECTS (BACKLOG)

[**Duplicate Page if needed for listing additional current projects. **]

Project	Client Reference (agency name/contact info)	Description of Bidder's Work	Completion Date	Cost of Bidder's Work
Mike Ward Pickle Ball	Environmental Construction	Chain Link Fence and Gates	11/2025	\$270,734.00
Lynwood HS	Bernards	Install iron fence	05/2026	\$575,548
Staley Foothill	Oltmans	Iron Fence/Chain Link	12/2025	\$153,535
IEHP	Angeles Contractor	Iron fence and gates	03/2026	\$315,000
Rienda K-8	Swinerton	Iron fence and gates	07/2026	\$903,158
Lakeland Village	RC Construction	Iron fence and gates	4/2026	\$328,340.00
Barnes Park	Zusser	Chain link and gates	02/2026	\$467,943
El Sol Science	Kemp Bros	Welded wire fence	01/2026	\$46,502
Monterey Ridge ES	Poway Unified School District	Chain link fence	10/2025	\$7,065
Mt. Carmel HS	Poway Unified School District	Chain Link	12/2025	\$4,683

LIST OF COMPLETED PROJECTS – LAST THREE YEARS

[**Duplicate Page if needed for listing additional completed projects. **]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

Project	Client Reference (agency name/contact info)	Description of Bidder's Work	Completion Date	Cost of Bidder's Work
Newport Harbor HS	Newport Mesa	Welded Wire	08/2025	\$30,159.00
Compton Maint.	City of Compton	Chain link install	06/2025	\$19,043
Long Beach HS	CW Driver	Chain link and gates	05/2025	\$188,791
592 Superior Ave	City of Newport	Fence and gate installation	05/2025	\$9,120
Angels Gate	Los Angeles Engineering	Iron fence and gate	09/2025	\$35,000
Brooks Basin	Chino Basin	Chain Link Install	11/2024	\$77,747
John Wayne Airport	MIK Construction	Chain link and barbed wire	06/2025	\$34,704
1700 Gary Ave	Uprite Construction	Fence and gates	09/2024	\$150,225
CarMax Chino	Bogart Construction	Chain link and iron	01/2025	\$149,420.00

EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

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Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name, and percent of time to be allocated to this project:

Andrew Nava: Project Manager throughout entire project.

Julio Barboza: Estimator throughout entire project.

Andrew Kaufman: Sales and Operations Manager throughout entire project.

2. Summarize each person's specialized education:

Andrew Nava: OSHA 30 Certified

Julio Barboza: OSHA 30 Certified

Andrew Kuafman: OSHA 30

3. List each person's years of construction experience relevant to the project:

Andrew Nava: 10 years of fence construction experience

Julio Barboza: 12 years of fence construction experience

Andrew Kaufman: 20 years of construction experience

4. Summarize such experience:

Andrew Nava: Project Manager at Crown Fence previously,

Julio Barboza: Estimator for Crown Fence, Orange Coast, and A-1 Fence previously.

Andrew Kaufman: Business development, estimator, and sales at FencWorks previously.

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the District.

Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

NON-COLLUSION DECLARATION

The undersigned declares:

I am the President of EverFence Corporation, 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 10/14/2025 [date], at Orange [District], California [state].

Name of Bidder EverFence Corporation

Signature Robert Rackleff

Name Robert Rackleff

Title President

PUBLIC WORKS CONTRACTOR DIR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No Bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.¹

Name of Bidder: EverFence Corporation

DIR Registration Number: 1000708605

DIR Registration Expiration: 06/30/2026

Small Project Exemption: Yes or X No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the Project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the Project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the Bid is non-responsive.

Name of Bidder EverFence Corporation

Signature Robert Rackleff

Name and Title Robert Rackleff (President)

Dated 10/14/2025

¹ If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

ASBESTOS-FREE MATERIALS CERTIFICATION

The undersigned declares that he or she is the person who executed the bid for the Davis Magnet
ES Fence (hereinafter referred to as the "Project"), and submitted it to the **NEWPORT-MESA**
UNIFIED SCHOOL DISTRICT (hereinafter referred to as the "District") on behalf of
EverFence Corporation (hereinafter referred to as the "Contractor").

To the best of my knowledge, information and belief, in completing the Contractor's Work for the Project, no material furnished, installed or incorporated into the Project will contain, or in itself be composed of, any materials listed by the federal or state EPA or federal or state health agencies as a hazardous material.

Any disputes involving the question of whether or not material installed with asbestos-containing equipment is settled by electron microscopy; the cost of any such tests shall be paid by the Contractor.

All work or materials installed by the Contractor which is found to contain asbestos, or work or material installed with asbestos-containing equipment, will be immediately rejected and this work shall be removed and replaced by the Contractor at no additional cost to the District. Decontamination and removal of work found to contain asbestos, or work installed with asbestos-containing equipment shall be done only under supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency.

The ASBESTOS REMOVAL CONTRACTOR shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the Asbestos Consultant who shall have sole discretion and final determination in this matter.

The asbestos consultant shall be chosen and approved by the Architect or the District who shall have sole discretion and final determination in this matter. The work will be not accepted until asbestos contamination is reduced to levels deemed acceptable by the Asbestos Consultant.

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

Executed on this 14th day of October, 2025 at 12:18 PM.

Name of Bidder EverFence Corporation

Signature *Robert Rackleff*

Name and Title Robert Rackleff (President)

Dated 10/14/2025

RECYCLED CONTENT CERTIFICATION

The undersigned declares that he or she is the person who executed the bid for the
Davis Magnet Elementary School-Fencing and Gates Project (hereinafter referred to as the
"Project"), and submitted it to the **NEWPORT-MESA UNIFIED SCHOOL DISTRICT** (hereinafter
referred to as the "District") on behalf of hereinafter referred to as the "Contractor").
Pursuant to Public Contract Code Section 10308.5, all contractors are required to certify in writing
under penalty of perjury the minimum (if not exact) percentage of recycled content in materials,
goods, or supplies offered or products used in the performance of their contract, regardless of
whether the product meets the required recycled product percentage as defined in Sections
12161 and 12200. The recycled content shall include both post-consumer material and
secondary material as defined in Public Contract Code Sections 12161 and 12200 shall apply.
I declare under penalty of perjury under the laws of the State of California that the following
percentages of Post consumer Material and Secondary Material is in the materials, goods or
supplies offered for, or products used in, the performance of the Contract for the Project:
0 % Post consumer Material 0 % Secondary Material.

Executed on this 14th day of October, 20 at 12:18 PM

Name of Bidder EverFence Corporation

Signature Robert Rackleff

Name and Title Robert Rackleff (President)

Dated 10/14/2025