

**ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 20-172-ITB
AMENDMENT NUMBER 4**

This Amendment Number 4 is made on 3/24/2022 and amends Agreement Number 20-172-ITB (“Main Agreement”) dated March 11, 2020, between Long Fence Company, Inc. (“Contractor”) and the County Board of Arlington County, Virginia (“County”).

The County and the Contractor agree to amend the main contract called for under the Main Agreement by hereby adding additional netting for the ball field at Jennie Dean Park to include the following Scope of Work and the market price increase in steel and other raw materials, for a period of ninety (90) days, at which time the services rendered below in this Amendment No. 4 shall end unless continued by a written amendment and executed by the parties.

1. The Contractor shall furnish and install 116 LF of 30’h netting with posts and hardware at Jennie Dean Park.

The one-time Cost of this Amendment is for a Not to Exceed amount of \$26,845.

The Cost includes all labor, equipment, materials, personnel, Long Fence’s original quote of \$11,600, the additional work, equipment and labor in the amount of \$15,245, and any incidentals to complete the netting for the ballfield at Jennie Dean Park per the attached documents.

2. **Duplicate Amendment No. 1 dated March 18, 2022**, executed by Meloni Hurley, Assistant Purchasing Agent is hereby null and void.
3. **Contract term** is hereby renewed for the Contract term dates of **March 31, 2022, through March 30, 2023**, subject to any modifications provide din the Contract Documents.
4. **Force Majeure** is hereby changed to:

37. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract, **provided that the affected party gives notice to the other party as soon as practicable after the force majeure event, including reasonable detail and the expected duration of the event’s effect on the party.**

5. **Audit is hereby changed to:**

42. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years, or such period of time required by the County’s funding partner(s), if any, whichever is greater, after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request,

at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

6. Notices is hereby changed to:

57. NOTICES

Unless otherwise provided in writing, all legal notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

TO THE CONTRACTOR:

Larry Friedman
Long Fence Company, Inc.
John Mosby Highway Chantilly, VA 20152
Phone:
Email:

TO THE COUNTY:

Ken Lett, Project Officer
DPR-Parks and Natural Resource
2700 S. Taylor Street
Arlingtonva.us
Phone:
Email:

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Phone: (703) 228-3294

Email: slewis1@arlingtonva.us

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

7. **INCORPORATION OF SEXUAL HARASSMENT POLICY** is hereby incorporated into the Contract Terms and Conditions as follows:

64. SEXUAL HARASSMENT POLICY

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

8. **INCORPORATION OF COVID-19 VACCINATION POLICY FOR CONTRACTORS** is hereby incorporated into the Contract Terms and Conditions as follows:

65. INCORPORATION OF COVID-19 VACCINATION POLICY FOR CONTRACTORS

Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. To protect the County's workforce and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract, should be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should be following a weekly testing protocol as established by the Contractor, unless exempt pursuant to a valid reasonable accommodation under state or federal law

All other terms and conditions of the Main Agreement remain in effect.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

LONG FENCE COMPANY, INC.

AUTHORIZED DocuSigned by:
SIGNATURE: Tomeka D. Price
NAME: TOMEKA D. PRICE
TITLE: PROCUREMENT OFFICER
DATE: 3/24/2022

AUTHORIZED DocuSigned by:
SIGNATURE: Larry Friedman
NAME: Larry Friedman
TITLE: senior vice president
DATE: 3/24/2022

REVISED BID FORM

FOR PROVIDING FENCE INSTALLATION, REPAIR AND REMOVAL, TO INCLUDE GUARD RAILS PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION

GRAND TOTAL FOR SECTIONS A through Q: \$25,958.84

Bid prices shall include all labor, mobilization, demobilization, maintenance of traffic, installation, delivery charges, equipment and materials necessary to provide chain link and other fencing as specified in this solicitation.

- A. CHAIN LINK FENCE: (*)** Complete with all fabric, top & Bottom rail, intermediate line post (10' 0" centers), accessories and fittings, and all labor and any incidentals required to complete installation of the chain link fence.

#	<u>FABRIC PER CHAIN LINK FENCE</u>	<u>UNIT PRICE FOR END, CORNER, LINEAR FT (*)</u>	<u>UNIT PRICE FOR PULL POST</u>	<u>UNIT PRICE FOR BRACES</u>	<u>TOTAL PRICE</u>
1	2" MESH 36" (6 GA)	\$17.00	\$1.00	\$1.00	\$19.00
2	2" MESH 42" (6 GA)	\$18.00	\$1.00	\$1.00	\$20.00
3	2" MESH 48" (6 GA)	\$19.00	\$1.00	\$1.00	\$21.00
4	2" MESH 72" (6 GA)	\$21.00	\$1.00	\$1.00	\$23.00
5	2" MESH 96" (6 GA)	\$25.00	\$1.00	\$1.00	\$27.00
6	2" MESH 120" (6 GA)	\$33.00	\$1.00	\$1.00	\$35.00
7	2" MESH 144" (6 GA)	\$37.00	\$1.00	\$1.00	\$39.00
8	2" MESH 36" (9 GA)	\$16.00	\$1.00	\$1.00	\$18.00
9	2" MESH 42" (9 GA)	\$17.00	\$1.00	\$1.00	\$19.00
10	2" MESH 48" (9 GA)	\$18.00	\$1.00	\$1.00	\$20.00
11	2" MESH 72" (9 GA)	\$20.00	\$1.00	\$1.00	\$22.00
12	2" MESH 96" (9 GA)	\$24.00	\$1.00	\$1.00	\$26.00
13	2" MESH 120" (9 GA)	\$30.00	\$1.00	\$1.00	\$32.00
14	1 3/4 " MESH 120" (9 GA)	\$38.00	\$1.00	\$1.00	\$40.00
15	1 3/4 " MESH 120" (11 GA)	\$36.00	\$1.00	\$1.00	\$38.00
Manufacturer – Stephens Pipe and Steel TOTAL FOR SECTION A. CHAIN LINK FENCE					\$399.00

B. CHAIN LINK GATES, INCLUDING GATE POSTS, HINGES AND SPECIFIED FITTINGS. ALL PRICES INCLUDE LABOR AND INSTALLATION.

#	DESCRIPTION	DIMENSION	UNIT PRICE FOR ALUMINIZED	UNIT PRICE FOR BLACK, VIINYL COATING	TOTAL PRICE
I. ENTRANCE GATES (2" ALUMINIZED STEEL MESH)					
1	3 FT x 3 FT	(9 GA)	\$50.00	\$50.00	\$100.00
2	3 FT x 3 FT	(9 GA)	\$50.00	\$50.00	\$100.00
3	3.5 FT x 3 FT	(9 GA)	\$50.00	\$50.00	\$100.00
4	4 FT x 3 FT	(9 GA)	\$50.00	\$50.00	\$100.00
5	6 FT x 3 FT	(9 GA)	\$100.00	\$100.00	\$200.00
6	3 FT x 4 FT	(9 GA)	\$50.00	\$50.00	\$100.00
7	3.5 FT x 4 FT	(9 GA)	\$50.00	\$50.00	\$100.00
8	4 FT x 4 FT	(9 GA)	\$50.00	\$50.00	\$100.00
9	6 FT x 4 FT	(9 GA)	\$100.00	\$100.00	\$200.00
10	8 FT x 3 FT	(9 GA)	\$100.00	\$100.00	\$200.00
11	8 FT x 4 FT	(9 GA)	\$100.00	\$100.00	\$200.00
II. ENTRANCE GATES (1 3/4" ALUMINIZED STEEL MESH)					
12	8 FT x 4 FT	(9 GA)	\$100.00	\$100.00	\$200.00
13	8 FT x 4 FT	(11 GA)	\$100.00	\$100.00	\$200.00
III. DRIVEWAY GATES (2" ALUMINIZED STEEL MESH)					
14	3 FT x 10 FT	(9 GA)	\$100.00	\$100.00	\$200.00
15	3.5 FT x 10 FT	(9 GA)	\$100.00	\$100.00	\$200.00
16	4 FT x 10 Ft	(9 GA)	\$100.00	\$100.00	\$200.00
17	6 FT x 10 Ft	(9 GA)	\$100.00	\$100.00	\$200.00
18	8 FT x 10 Ft	(9 GA)	\$100.00	\$100.00	\$200.00
19	10 FT x 10 Ft	(9 GA)	\$100.00	\$100.00	\$200.00
20	3 FT x 12 FT	(9 GA)	\$100.00	\$100.00	\$200.00
21	3.5 FT x 12 FT	(9 GA)	\$100.00	\$100.00	\$200.00
22	4 FT x 12 Ft	(9 GA)	\$100.00	\$100.00	\$200.00
23	6 FT x 12 Ft	(9 GA)	\$100.00	\$100.00	\$200.00

#	DESCRIPTION	DIMENSION	UNIT PRICE FOR ALUMINIZED	UNIT PRICE FOR BLACK, VIINYL COATING	TOTAL PRICE
24	8 FT x 12 Ft	(9 GA)	\$100.00	\$100.00	\$200.00
25	10 FT x 12 Ft	(9 GA)	\$100.00	\$100.00	\$200.00
Manufacturer – Stephens Pipe and Steel			Total for Section B. Chain Link Gates		\$4,300.00

- C. THERMALLY FUSED VINYL FABRIC FENCE (9 GA FINISH WITH 10 GA STEEL CORE):** Complete per linear Ft., including all fabric and vinyl coated, top & Bottom rail, intermediate line post (10' 0" centers), corner/ end/ pull post, braces, tension wire, accessories and fittings, and all labor and incidental required for complete installation of thermally fused vinyl fabric fence.

#	DESCRIPTION	UNIT PRICE
1	2" MESH 36"	\$18.00
2	2" MESH 42"	\$19.00
3	2" MESH 48"	\$20.00
4	2" MESH 72"	\$26.00
5	2" MESH 96"	\$30.00
6	2" MESH 120"	\$38.00
7	1 2/3 MESH 120"	\$42.00
8	2" MESH 144" (6 GAUGE)	\$48.00
9	2" MESH 60"	\$26.00
10	2" MESH 2400"	\$145.00
Total for Section C. Thermally Fused Vinyl Fabric Fence		\$412.00

Manufacturer – Stephens Pipe and Steel

- D. THERMALLY FUSED VINYL FABRIC GATES, INCLUDING THERMALLY FUSED VINYL GATE POST, HINGES AND SPECIFIED FITTINGS. ALL PRICES TO INCLUDE LABOR AND INSTALLATION.**

#	DESCRIPTION	DIMENSION	UNIT PRICE
I. ENTRANCE GATES			
1	3 FT x 3 FT	(9 GA)	\$50.00
2	3.5 FT x 3 FT	(9 GA)	\$50.00
3	4 FT x 3 FT	(9 GA)	\$50.00
4	6 FT x 3 FT	(9 GA)	\$100.00
5	3 FT x 4 FT	(9 GA)	\$50.00

#	DESCRIPTION	DIMENSION	UNIT PRICE
6	3.5 FT x 4 FT	(9 GA)	\$50.00
7	4 FT x 4 FT	(9 GA)	\$50.00
8	6 FT x 4 FT	(9 GA)	\$100.00
9	8 FT x 3 FT	(9 GA)	\$100.00
10	8 FT x 4 FT	(9 GA)	\$100.00
24	5 FT x 4 FT (Entrance Gate Square Frame)	(9 GA)	\$125.00
II. DRIVEWAY GATES			
11	3 FT x 10 FT	(9 GA)	\$100.00
12	3.5 FT x 10 FT	(9 GA)	\$100.00
13	4 FT x 10 Ft	(9 GA)	\$100.00
14	6 FT x 10 FT	(9 GA)	\$100.00
15	8 FT x 10 FT	(9 GA)	\$100.00
16	10 FT x 10 FT	(9 GA)	\$100.00
17	3 FT x 12 FT	(9 GA)	\$100.00
18	3.5 FT x 12 FT	(9 GA)	\$100.00
19	4 FT x 12 FT	(9 GA)	\$100.00
20	6 FT x 12 FT	(9 GA)	\$100.00
21	8 FT x 12 FT	(9 GA)	\$100.00
22	10 FT x 12 FT	(9 GA)	\$100.00
23	10 FT x 12 FT	(9 GA)	\$100.00
25	5 FT x 10 FT (Driveway Gates)	(9 GA)	\$100.00
	Gate Hardware ADA Handle, Self-Closing Hinges, Magna Latch		\$900.00
Total for Section D. Thermally Fused Vinyl Fabric Gate			\$2,225.00

Manufacturer – Stephens Pipe and Steel

E. SPLIT RAIL FENCE WITH DIRECT BURY POST (PRICES INCLUDE ALL COSTS NECESSARY TO COMPLETE JOB)

#	DESCRIPTION	UNIT PRICE
TWO RAILS, 42" HIGH		
1	PER LINEAR FOOT	\$15.00
2	10 FT DRIVEWAY	\$25.00
3	42" PEDESTRIAN	\$25.00
THREE RAILS, 48" HIGH		
4	PER LINEAR FOOT	\$15.00
5	10 FT DRIVEWAY	\$25.00
6	42" PEDESTRIAN	\$25.00
7	CONCRETE FOOTING PER POST	\$5.00
Total for Section E. Split Rail Fence w/Bury Post		\$135.00

F. STOCKADE FENCE (PRICES INCLUDE ALL COSTS NECESSARY TO COMPLETE JOB)

#	DESCRIPTION	UNIT PRICE
1	STOCKADE 72" HIGH per linear ft.	\$20.00
2	GATES: 42" PEDESTRIAN	\$25.00
3	10' DRIVEWAY	\$25.00
Total for Section F. Stockade Fence		\$70.00

G. SECURITY FENCING, BARBED WIRE (PRICES INCLUDE ALL COSTS NECESSARY FOR COMPLETE JOB)

#	DESCRIPTION	UNIT PRICE
1	2½" X 1-5/8", 6 STRAND ARMS	\$1.00
2	2" X 1-5/8", 6 STRAND ARMS	\$1.00
3	ALUMINIZED BARBED WIRE PER LINEAR FT.	\$0.10
Total for Section G. Security Fencing		\$2.10

H. REPAIR PRICING (to include all material, accessories, fittings, labor and all incidentals necessary for repair work for specified fencing).

1. PROVIDE AND INSTALL - (ALUMINIZED 2" STEEL MESH)

#	FENCE HT	UNIT PRICE FOR FABRIC ONLY	UNIT PRICE FOR TOP RAIL	UNIT PRICE FOR INTER POST	UNIT PRICE FOR END, CORNER PULL POST	UNIT PRICE FOR TENSION WIRE	TOTAL PRICE
1	36" 9 GA	\$1.00	\$1.90	\$1.00	\$1.00	\$0.10	\$5.00
2	42" 9 GA	\$1.00	\$1.90	\$1.00	\$1.00	\$0.10	\$5.00
3	48" 9 GA	\$4.00	\$1.90	\$3.00	\$3.00	\$0.10	\$12.00
4	72" 9 GA	\$5.00	\$1.90	\$4.00	\$4.00	\$0.10	\$15.00
5	92" 9 GA	\$6.00	\$1.90	\$4.00	\$4.00	\$0.10	\$16.00
6	120" 9 GA	\$7.00	\$1.90	\$4.00	\$4.00	\$0.10	\$17.00
7	96" 6 GA	\$6.00	\$1.90	\$4.00	\$4.00	\$0.10	\$16.00
8	120" 6 GA	\$8.00	\$1.90	\$4.00	\$4.00	\$0.10	\$18.00
9	144" 6 GA	\$8.00	\$1.90	\$4.00	\$4.00	\$0.10	\$18.00
10	144" 9 GA	\$8.00	\$1.90	\$4.00	\$4.00	\$0.10	\$18.00

2. PROVIDE AND INSTALL - (ALUMINIZED 1 3/4" STEEL MESH)

#	FENCE HT	UNIT PRICE FOR FABRIC ONLY	UNIT PRICE FOR TOP RAIL	UNIT PRICE FOR INTER POST	UNIT PRICE FOR END, CORNER PULL POST	UNIT PRICE FOR TENSION WIRE	TOTAL PRICE
1	120" 9 GA	\$2.00	\$1.90	\$3.00	\$3.00	\$0.10	\$10.00
2	120" 11 GA	\$2.00	\$1.90	\$3.00	\$3.00	\$0.10	\$10.00

3. PROVIDE AND INSTALL - (THERMALLY FUSED VINYL 2" MESH)

#	FENCE HT	UNIT PRICE FOR FABRIC ONLY	UNIT PRICE FOR TOP RAIL	UNIT PRICE FOR INTER POST	UNIT PRICE FOR END, CORNER PULL POST	UNIT PRICE FOR TENSION WIRE	TOTAL PRICE
1	36" 9 GA	\$1.00	\$1.90	\$1.00	\$1.00	\$0.10	\$5.00
2	42" 9 GA	\$1.00	\$1.90	\$1.00	\$1.00	\$0.10	\$5.00
3	36" 9 GA	\$4.00	\$1.90	\$3.00	\$3.00	\$0.10	\$12.00
4	42" 9 GA	\$4.00	\$1.90	\$3.00	\$3.00	\$0.10	\$12.00

5	48" 9 GA	\$4.00	\$1.90	\$3.00	\$3.00	\$0.10	\$12.00
6	72" 9 GA	\$5.00	\$1.90	\$4.00	\$4.00	\$0.10	\$15.00
7	92" 9 GA	\$6.00	\$1.90	\$4.00	\$4.00	\$0.10	\$16.00
8	120" 9 GA	\$7.00	\$1.90	\$4.00	\$4.00	\$0.10	\$17.00

4. PROVIDE AND INSTALL – (THERMALLY FUSED VINYL 1 3/4" MESH)

#	FENCE HT	UNIT PRICE FOR FABRIC ONLY	UNIT PRICE FOR TOP RAIL	UNIT PRICE FOR INTER POST	UNIT PRICE FOR END, CORNER PULL POST	UNIT PRICE FOR TENSION WIRE	TOTAL PRICE
1	120" 9 GA	\$7.00	\$1.90	\$4.00	\$4.00	\$0.10	\$17.00
Total for Section H. Repair Pricing							\$271.00

I. PROVIDE AND INSTALL BACKSTOPS

#	DESCRIPTION	UNIT PRICE
1	8 FT X 8 FT. 8 FT. BACKSTOP WITH NO HOOD	\$250.00
2	10 FT. X 10 FT. X 10 FT. BACKSTOP	\$500.00
3	10 FEET HIGH WITH 6 FT. HOOD	\$500.00
4	16 FT. X 16 FT. X 16 FT. BACKSTOP	\$1,000.00
5	12 FEET HIGH WITH 8 FT. HOOD	\$5,500.00
6	24 FT. X 16 FT. X 24 FT. BACKSTOP	\$1,000.00
7	16 FEET HIGH WITH 10 FT. HOOD	\$7,500.00
Total for Section I. Backstops		\$16,250.00

J. GUARDRAIL PER VDOT SPECIFICATIONS (WITHIN ARLINGTON COUNTY): Note – Bid Prices shall cover the use of either weathering or non-weathering steel guardrail products, site preparation, removal and disposal of existing guardrail. All items listed below are maintenance-related work. Bidders Bid Prices shall include mobilization, maintenance of traffic, traffic control plans, and all related incidentals necessary to be complete-in-place.

#	DESCRIPTION	UNIT PRICE
REMOVAL CHARGES:		
1	WOOD OR STEEL GUARDRAIL POST	\$1.00
2	OFFSET BLOCKS	\$1.00
3	GUARDRAIL BEAM	\$1.00

#	DESCRIPTION	UNIT PRICE
4	RADIAL BEAM	\$1.00
5	11" RADIUS SECTION OR FLARED END	\$1.00
INSTALLATION CHARGES:		
6	GALVANIZED STEEL POSTS	\$50.00
7	WOOD POSTS	\$1.00
8	WEATHERING STEEL POSTS	\$1.00
9	WOOD OR STEEL OFFSET BLOCKS	\$1.00
10	GALVANIZED STEEL GUARDRAIL BEA	\$400.00
11	GALVANIZED STEEL RADIAL GUARDRAIL BEAM	\$400.00
12	WEATHERING STEEL GUARDRAIL BEAM	\$1.00
13	WEATHERING STEEL RADIAL GUARDRAIL BEAM	\$1.00
14	11" GALVANIZED RADIUS TERMINUS SECTION	\$1.00
15	11" WEATHERING STEEL RADIUS TERMINAL SECTION	\$1.00
16	MINIMUM ORDER CHARGE FOR SMALL JOBS WHICH COVERS ALL COSTS OF ANY REMOVAL, REPAIRS, AND MOBILIZATION.	\$1.00/ Lump Sum
Manufacturer – Gregory Industries Total for Section J. Guardrail per VDOT		863.00

K. THE SPECIFIED ITEMS PICKET FENCE (PRICES SHALL INCLUDE ALL COSTS NECESSARY TO COMPLETE JOB.)

#	DESCRIPTION	PRICE
1	42" HIGH per Linear Ft.	\$20.00
2	72" HIGH per Linear Ft.	\$20.00
3	GATES: 42" PEDESTRIAN - 10' DRIVEWAY per Linear Ft.	\$20.00
Total for Section K. Picket Fence		\$60.00

L. BOARD ON BOARD (SHADOW BOX) (PRICES SHALL INCLUDE ALL NECESSARY COSTS TO COMPLETE JOB)

#	DESCRIPTION	PRICE
1	42" HIGH per linear Ft.	\$10.00
Total for Section L. Board on Board		\$10.00

M. NET PRICING

#	DESCRIPTION	PRICE
1	10' HIGH per Linear Ft.	\$20.00
2	20' HIGH per Linear Ft.	\$30.00
3	30' HIGH per Linear Ft.	\$40.00
4	40' HIGH per Linear Ft.	\$50.00
5	50' HIGH per Linear Ft.	\$100.00
Total for Section M. Net		\$240.00

N. NET POSTS AND HARDWARE PRICING

#	DESCRIPTION	PRICE
1	POST AND HARDWARE FOR 10' HIGH NETTING	\$10.00
2	POST AND HARDWARE FOR 20' HIGH NETTING	\$10.00
3	POST AND HARDWARE FOR 30' HIGH NETTING	\$20.00
4	POST AND HARDWARE FOR 40' HIGH NETTING	\$50.00
5	POST AND HARDWARE FOR 50' HIGH NETTING	\$100.00
Total for Section N. Net Posts and Hardware		\$190.00

O. FOOTING PRICING

#	DESCRIPTION	PRICE
1	FOOTING FOR 10' HIGH NETTING	\$10.00
2	FOOTING FOR 20' HIGH NETTING	\$10.00
3	FOOTING FOR 30' HIGH NETTING	\$40.00
4	FOOTING FOR 40' HIGH NETTING	\$100.00
5	FOOTING FOR 50' HIGH NETTING	\$100.00
Total for Section O. Footing		\$260.00

P. REPAIR WORK (HOURLY)

#	DESCRIPTION	EST. QTY	HOURLY RATE
1	COST FOR REPAIR WORK	500	\$60.00
2	CORE DRILLING, WELDING, STRAIGHTENING, ALIGNING	200	\$60.00

3	EQUIPMENT CHARGE FOR CORE DRILLING OR WELDING	200	\$10.00
4	COMPLETELY REMOVE AND LEGALLY DISPOSE OF EXISTING FENCE, ANY TYPE, INCLUDING ALL FOOTERS	500	\$5.00
Total for Section P. Repair Work			\$135.00
5	INDICATE SIZE OF CREW SENT FOR REPAIR, STRAIGHTENING OR ALIGNING JOBS:		2 PERSONS

Q. 3' h Jimmy Rail

#	DESCRIPTION	PRICE
Independent or Stand-Alone Sections:		
1	5 sections	\$42.39/LF
2	6 to 10 sections	\$36.35/LF
3	11 or more sections	\$33.50/LF
Dependent Sections:		
1	Runs greater than 5 sections	\$24.50/LF
Total for Section Q. 3' h Jimmy Rail		\$136.74/LF



Project Cost Outline

Order #	TBD	Customer:	LONG FENCE
Date:	11/19/2021	Contact:	JOHN FONTANELLA
		Address:	42521 JOHN MOSBY HWY
Rep:	MIKE BLUNCK	City, State:	CHANTILLY, VA 20152
Phone:	402-750-5788	Phone:	703-579-7215
Email:	MIKEB@BEACONATHLETICS.COM	Email:	JFONTANELLA@LONGFENCE.COM

Project Description and Cost Outline: JENNIE DEAN PARK

Item	Description	Qty	Cost Outline
Barrier Net System	<p>Base Netting System: A Beacon Barrier Net System – Baseball. 25'H x 116'W (no uprights). 19' of netting on top of existing 6' chain link fence.</p> <p>Complete Package Includes: 1-3/4" mesh net and all attachment hardware.</p> <p>Per: N8311</p>	1	\$5,325
Freight	Estimated freight cost for project ordered in full: subject to change based on formal quote from Beacon Athletics	1	\$550
Total Cost Outline			\$5,875

Cost Outline Notes:

1. Preliminary price range is based on Beacon's experience with similar projects. A firm quote can be prepared on request with detailed specifications of customer's project.
2. Installation is not included. Beacon can assist in recommending installation vendor where applicable.
3. Concrete and footing materials are not included.
4. Installation shop drawings will be prepared upon order confirmation. Price estimate includes 4 hours of design services.
5. Customer is responsible for unloading all materials upon delivery.

Add-On Services (Optional)

Design Services	Projects requiring more than 4 hours of design may time incur additional costs	\$175/hour
On-Site Consulting	Optimal results include 2-3 days of on-site Beacon consultant during installation.	\$1,000/day, plus travel costs
Engineering	Engineering report signed & sealed by licensed Engineer in state of purchase	\$2,200 - \$3,200

Estimated Delivery Timeframe

Engineering	Stamped Engineering Report - if needed	3-4 weeks
Designs/ Drawings	Following Engineering Report	1-2 weeks depending on complexity
<i>Customer approval required prior to proceed</i>		
Pole Fabrication	Fabricated following customer approval	3-4 weeks after approval
Pole Hardware	Sent separately. Prepared concurrently with pole fabrication	Sent same time as poles
Custom Netting	Fabricated after poles are installed for accurate measurements	1-2 weeks after measurement
Catalog Items	Sent per customer request	Varies by product



4301 46th ST
 Bladensburg, MD 20710
 (301) 699-0400
 Sales Fax: (978) 250-5300
 Sales Phone: (866) 792-5295

Stephens Pipe & Steel, LLC
 P.O. Box 618
 Russell Springs, KY 42642

Visit our website:
<https://SPSfence.com>

QUOTATION #: **08-005286** Pg 1 of 1
 Billing Date : 11/18/2021
 Customer Acct: 42155
 Payment Terms: **Net-60**
 Customer PO #:
 Sales Person : **B.LONG**
 Made By User : **hannahconner**
 SPS Order # : 0-0
 Shipped Via : **OT**
 Contact Name :
 Fax number : **3014994445**

*** Quote valid 5 days. Expires: 11/23/2021 ***

Sold To: **LONG FENCE CO @CHANTILLY**
 8545 EDGEWORTH DR
 CAPITOL HEIGHTS, MD 20743

Ship To: **LONG FENCE CO @CHANTILLY**
 (703) 471-0960
 42521 JOHN MOSBY HWY
 CHANTILLY, VA 20152

CUSTOMER MUST FIELD VERIFY ALL MATERIALS. SPS IS NOT RESPONSIBLE FOR FINAL QUANTITIES OR TAKEOFFS!

Ordered	Shipped	BackOrder	Unit	Product Item Description	Price	Amount
				* Due to the VOLATILITY OF PRICING in the * current fence supply chain, we reserve the * right to renegotiate the selling price on * any quote 5 days beyond the original date. ***		
210	210	0	ft	BLK PO 6-5/8" x 35' x POSch40 x 6pc	46.83	9,834.26
6	6	0	ea	SLEEVE & WELD CHARGE	90.00	540.00
6	6	0	ea	BLK PLY PS DOME CAP 6-5/8in	36.13	216.78

Ask me about ACCESS CONTROL...

Call today and request to receive invoices via email.

10,591.04
 Fuel Charge 25.00
 6.0% Tax 635.46

Total Order 11,251.50

MATERIALS RECEIVED BY: _____ PRINT NAME: _____ DATE: ____/____/____

Acceptance of quote confirms your approval of materials as quoted.

Review all items. Any discrepancies MUST BE noted on original delivery document and VERIFIED BY DRIVER. Buyer agrees to pay all applicable taxes. Invoices not paid within terms will be charged a 1.5% monthly service charge. If payment made with credit card, a 2% convenience fee will be added. PRICES MAY CHANGE WITHOUT NOTICE! Returns subject to 15-50% Restock Fee.

Date: 3/18/22

Time: 13:41



Email

SUNBELT RENTALS, INC.

Contract #.. 123864879

To: .
ADDISON.BRITTON@SUNBELTRENALS.COM

Company: LONG FENCE CO INC ***

Message:

From: ADDISON BRITTON

Location: D.C. LARGE ACCOUNTS PC976

Phone: 866-339-1033

Fax #: 803-578-6926



PC#: 0152
 7914 KINCANNON PL
 LORTON, VA 22079 1015
 703-550-8320

SUNBELT RENTALS, INC.
 Salesman: 018804 PETERS, DUDLEY (188)
 Typed By: ABRITTON

Job Site:
 LONG FENCE (SHOP)
 8545 EDGEWORTH DRIVE
 CAPITOL HEIGHTS, MD 20743 3741

 C#: 301-350-2400 J#: 301-350-2400

Customer: 112089
 LONG FENCE CO INC ***
 8545 EDGEWORTH DRIVE
 *NO PO NUMBER NO RENT-REQUIRED
 CAPITAL HEIGHTS, MD 20743

QUOTE



Contract #.. 123864879
 Contract dt. 3/18/22
 Date out.... 3/18/22 2:00 PM
 Est return.. 3/25/22 2:00 PM
 Job Loc..... 8545 EDGEWORTH DRIVE, CAPITOL HE
 Job No..... 1 - LONG FENCE SHOP
 P.O. #..... ARLINGTON
 Ordered By.. FONTANELLA, JOHN
 NET 30

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1.00	11,000LB MINI EXCAVATOR 0350150	504.00	504.00	1370.00	3212.00	1370.00
1.00	24" COMPACT EXCAVATOR BUCKET					N/C
*** EQP MSG *** ALWAYS LOAD, TRANSPORT AND MOVE MACHINES WITH THE ARM IN A TUCKED POSITION PLEASE ENSURE TO USE THE PROPER ATTACHMENT TO PREVENT TIP OVER/CENTER OF GRAVITY ISSUES						
SALES ITEMS:						
Qty	Item number	Unit	Price			
1	DLPKSRCHG	EA	72.000			72.00
	TRANSPORTATION SURCHARGE					
1	ENVIRONMENTAL	EA	27.710			27.71
	ENVIRONMENTAL/HAZMAT FEE 2133XXX0000					
	FREIGHT :					400.00
				Sub-total:		1869.71
				Tax:		88.18
				Total:		1957.89

 *
IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE **MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY** **CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES AND REPAIRS**
 1. The total charges are an estimate based on the estimated rental period and other information provided by Customer.
 2. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
 3. Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
 4. If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
 5. Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
 6. Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at www.sunbeltrentals.com/rentalcontract. *Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge.
 7. Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
 8. Customer waives its right to a jury trial in any dispute as set forth in Section 19.
 9. At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Continued on the next page...



PC#: 0152
7914 KINCANNON PL
LORTON, VA 22079 1015
703-550-8320

SUNBELT RENTALS, INC.
Salesman: 018804 PETERS, DUDLEY (188)

Typed By: ABRITTON

QUOTE



Job Site:
LONG FENCE (SHOP)
8545 EDGEWORTH DRIVE
CAPITOL HEIGHTS, MD 20743 3741

C#: 301-350-2400 J#: 301-350-2400

Customer: 112089
LONG FENCE CO INC ***
8545 EDGEWORTH DRIVE
*NO PO NUMBER NO RENT-REQUIRED
CAPITAL HEIGHTS, MD 20743

Contract #.. 123864879
Contract dt. 3/18/22
Date out.... 3/18/22 2:00 PM
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Job Loc..... 8545 EDGEWORTH DRIVE, CAPITOL HE
Job No..... 1 - LONG FENCE SHOP
P.O. #..... ARLINGTON
Ordered By.. FONTANELLA, JOHN
NET 30

Table with 7 columns: QTY, EQUIPMENT #, Min, Day, Week, 4 Week, Amount

All amounts are in USD

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE

MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY

CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES AND REPAIRS

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Customer is declining Rental Protection Plan (see reverse side for details) _____ (Customer Initials)

Customer Signature

Date

Name Printed

Delivered By

Date

SUNBELT RENTALS TERMS AND CONDITIONS

1) DEFINITIONS. "Authorized Individuals" are those individuals that Customer directly or indirectly allows to use the Equipment... "Customer" is identified earlier and includes any of your representatives, agents, officers, employees or anyone signing this Contract on your behalf.

2) TERMS. Customer's execution of this Contract or taking possession of the Equipment (whichever occurs first) shall be deemed acceptance of the terms herein for this and all past and future contracts between Sunbelt and Customer upon Customer's receipt of Sunbelt's Equipment under those contracts.

3) PERMITTED USE. Customer agrees and warrants that (a) Sunbelt has no control over the manner in which the Equipment is operated during the Rental Period by Customer or any third party that Customer implicitly or explicitly permits...

4) PROHIBITED USE. Customer shall not (a) alter or cover up any decals or insignia on the Equipment, remove any operating or safety equipment or instructions or alter or tamper with the Equipment... (b) assign its rights under this Contract... (c) move the Equipment from the Site Address without Sunbelt's written consent...

5) MAINTENANCE. Customer shall perform routine maintenance on the Equipment, including routine inspections and maintenance of fuel and oil levels, grease, cooling and fluid systems, batteries, tires/tracks cutting edges, and cleaning in accordance with the manufacturer's specifications... (a) immediately notify Sunbelt, the police, if necessary, and Customer's insurance carriers...

6) POSSESSION, CONTROL OR USE OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, RENTAL CHARGES, THEFT, LOSSES, DAMAGES AND DESTRUCTION, INCLUDING CUSTOMER TRANSPORTATION, LOADING AND UNLOADING, WHETHER OR NOT THE CUSTOMER IS AT FAULT.

7) NO WARRANTIES. SUNBELT DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, ITS DURABILITY, CONDITION, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE.

8) RELEASE AND INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER INDEMNIFIES, RELEASES, HOLDS SUNBELT ENTITIES HARMLESS AND AT SUNBELT'S REQUEST, DEFENDS SUNBELT ENTITIES (WITH COUNSEL APPROVED BY SUNBELT), FROM AND AGAINST ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING ATTORNEY'S AND/OR LEGAL FEES AND EXPENSES) HOWEVER ARISING OR INCURRED, RELATED TO ANY INCIDENT, DAMAGE TO PROPERTY, INJURY OR DEATH OF ANY PERSON, CONTAMINATION OR ALLEGED CONTAMINATION, OR VIOLATION OF LAW OR REGULATION CAUSED BY OR CONNECTED WITH THE (a) ACCESS, USE, POSSESSION OR CONTROL OF THE EQUIPMENT BY CUSTOMER OR ANY THIRD PARTY...

9) INSURANCE. During the Rental Period, Customer shall maintain, at its own expense, the following minimum insurance coverage: Sunbelt's consent prior to taking such action, including approval of established customs broker, and (b) execute an amendment to this Contract, which

10) RENTAL PROTECTION PLAN. Customer's repair or replacement responsibility in Sections 5 and 6 of this Contract is modified by the RPP, if offered on the Equipment, and Sunbelt shall limit the amount recoverable by Customer for the Equipment loss, damage or destruction to the following amounts: for each piece of Equipment, per each occurrence: (a) 10% of the FMV for Lost Equipment, up to a maximum of \$500 per piece of Equipment, (b) 10% of the repair charges for incidental or accidental damage to Equipment, up to a maximum of \$500 per piece of Equipment, (c) charges in excess of \$50 per tier for tires repairs, and (d) nothing for the rental charges which would otherwise accrue during the period when damaged or destroyed Equipment is being repaired or replaced by Sunbelt or Lost Equipment is being replaced; provided however, the foregoing RPP liability reduction only applies if the Conditions (defined below) are satisfied and an Exclusion (defined below) does not apply.

CUSTOMER AND ARE NOT MODIFIED BY THE RPP. RPP IS REFLECTED ON THIS CONTRACT AS PART OF CUSTOMER'S ESTIMATED CHARGES UNLESS CUSTOMER HAS ELECTED TO DECLINE RPP IN WRITING, FAILS TO PAY THE RPP FEE OR MADE OTHER CONTRACTUAL ARRANGEMENTS WITH SUNBELT.

shall cooperate with, assign Sunbelt all claims and proceeds arising from such loss, theft, damage or destruction, execute and deliver to Sunbelt whatever documents are required and take all other necessary steps to secure in Sunbelt such rights, at Customer's expense

11) RENTAL RATES. The total charges specified in this Contract are: (a) estimated based upon Customer's representation of the estimated Rental Period identified herein (rental rates beyond the estimated Rental Period may change) and other information conveyed by Customer to Sunbelt, and (b) for the Equipment's use for One Shift, unless otherwise noted. Weekly and 4 week rental rates shall not be prorated. Rental charges accrue during Saturdays, Sundays and holidays. The rental rates do not include and Customer is responsible for, (i) all consumables, fees, licenses, present and future taxes and any other governmental charges based on Customer's possession and/or use of the Equipment, including additional fees for more than One Shift use; (ii) delivery and pickup charges to and from the Store, including but not limited to any freight, transportation, delivery, pickup and surcharge fees listed in this Contract; (iii) maintenance, repairs and replacements to the Equipment as provided herein; (iv) a cleaning fee if required; (v) miscellaneous charges, such as fees for lost keys, RFP, costs to recover Equipment, emergency mobilization or store opening; (vi) fuel used during the Rental Period and for refueling Equipment as described below; (vii) fines for use of diesel fuel in on-road Equipment; and (viii) an Environmental Services Charge (see www.sunbeltrentals.com/environmentalfes) and (ix) Transportation Surcharge (see www.sunbeltrentals.com/surcharge). The convenience charge for off road diesel fuel does not include governmental motor fuel taxes or charges. Sunbelt collects these fees as revenue and uses them at its discretion.

12) PAYMENT. Customer shall pay for the rental of Equipment, sale of Equipment, materials and all other items and services identified in this Contract and all other amounts due, without any offsets, in full, in advance at the time of rental, unless Sunbelt approves Customer's executed commercial credit application. Commercial customers who are approved for Sunbelt's extended payment terms must pay, in arrears, upon receipt of Sunbelt's invoice, either by cash, check or ACH. Customer must notify Sunbelt in writing of any disputed amounts, including credit card charges, within 15 days after the receipt of the invoice/customer or Customer shall be deemed to have irrevocably waived its right to dispute such amounts.

13) RETURN OF EQUIPMENT. Sunbelt may terminate this Contract at any time, for any reason. The Equipment shall be returned to Sunbelt (when needed for inspections, maintenance and at the end of the Rental Period) in the same condition it was received, less Ordinary Wear and Tear and free of any hazardous materials and contaminants. Customer will return the Equipment at the end of the Rental Period, but will continue to be responsible for rental and other charges after the Rental Period if the Equipment is not returned in the condition required herein.

14) PURCHASES. If this Contract identifies any Equipment, materials or other items that is to be purchased by Customer, Sunbelt sells and delivers such items to Customer on an "AS IS, WHERE IS" basis, with all faults and without any warranties (other than manufacturer warranties, if any) in consideration for Customer's payment to Sunbelt of the full purchase price of the item. Sunbelt retains title to the item until Customer has paid in full. Sunbelt terms title to the item to the Customer upon full payment.

15) CRIMINAL WARNING. The use of false identification to obtain Equipment or the failure to return Equipment by the end of the Rental Period may be considered theft, subject to criminal prosecution and civil liability where permitted, pursuant to applicable laws.

16) ENVIRONMENTAL SERVICES CHARGE. To promote a clean and sustainable environment, Sunbelt takes various measures to comply with applicable environmental regulations, as well as with Sunbelt's own policies. Sunbelt also incurs a wide range of environmental related expenses (both direct and indirect). These expenses may include services such as waste disposal, construction and maintenance of cleaning facilities, acquisition of more fuel-efficient equipment, as well as, labor costs, administration costs, etc. To help offset these and other costs, Sunbelt assesses an Environmental Services Charge, plus applicable taxes thereon in connection with certain rentals.

17) FUEL. For Equipment that uses fuel, Customer has three options: (a) Prepay Fuel Option - Customer may purchase a full tank of fuel for the Equipment at the start of the rental, in which case a "convenience charge" will appear on this Contract (calculated by multiplying the estimated fuel capacity of Equipment by the Prepay per gallon rate). As an added benefit, Customer may return the Equipment full of fuel and the convenience charge will be refunded (however, if not returned full, Customer will not obtain any credit for fuel used in the Equipment upon return); (b) Pay on Return Option - Customer returns Equipment with less fuel than when received; (c) Return Fuel Option - If Customer returns the Equipment with at least as much fuel as when it was received (most Sunbelt Equipment comes with a full tank of fuel, but not all), no fuel charge will be assessed.

18) LIMITATION OF SUNBELT'S LIABILITY. IN CONSIDERATION OF THE RENTAL OF EQUIPMENT, CUSTOMER AGREES THAT SUNBELT'S LIABILITY UNDER THIS CONTRACT, INCLUDING ANY LIABILITY ARISING FROM SUNBELT'S, SUNBELT ENTITIES, OR ANY THIRD PARTY'S COMPARATIVE, CONCURRENT, CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGENCE OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL NOT EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER THIS CONTRACT.

19) JURY TRIAL WAIVER. IN ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY PERTAINING TO THIS CONTRACT, CUSTOMER AND SUNBELT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY, THIS WAIVER BEING A MATERIAL INDUCEMENT TO ENTERING INTO THIS CONTRACT.

20) ARBITRATION AGREEMENT & CLASS ACTION WAIVER. AT THE ELECTION OF CUSTOMER OR SUNBELT, ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY PERTAINING TO THIS CONTRACT SHALL BE SETTLED BY ARBITRATION BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF IN A PURPORTED CLASS OR REPRESENTATIVE CAPACITY, ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES OR BY JAMS PURSUANT TO ITS STREAMLINED ARBITRATION RULES AND PROCEDURES AND JUDGEMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR TRIED ON A CLASS ACTION BASIS.

21) COLLECTION OF DATA. Customer consents to the collection, use and disclosure of the data and information Customer voluntarily provides to Sunbelt, including personal identifiable information and financial information, as well as the Telematics Data collected from the Equipment, as described in our Privacy Policy found at www.sunbeltrentals.com/privacypolicy.

22) GOVERNING LAW. The Parties expressly and irrevocably agree: (a) this Contract, including any related tort claims, shall be governed by the laws of South Carolina, without regard to any conflicts of law principles and (b) if any Section of this Contract is prohibited by any law, such Section shall be ineffective to the extent of such prohibition without invalidating the remaining Sections.

23) FORCE MAJEURE. Sunbelt shall not be liable or responsible to the Customer, nor be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract when and to the extent such failure or delay is caused by or results from acts beyond Sunbelt's control, including, without limitation, the following force majeure events (Whether Majure Event(s)): (a) acts of God, (b) flood, fire, earthquake, epidemics, pandemics or explosion, (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, (d) government order, law, regulations, shutdowns, or actions, (e) embargoes or blockades in effect on or after the date of this Contract, (f) national or regional emergency, (g) strikes, labor stoppages or slowdowns, or other industrial disturbances, (h) shortage of adequate power or transportation facilities, and (i) other events beyond the control of Sunbelt.

24) MISCELLANEOUS. This Contract, together with any Customer executed commercial credit application, if any, constitutes the entire agreement of the Parties regarding the Equipment and may not be modified except by written amended signed by the Parties. Any reference in Customer's purchase order or other Customer document to other terms that shall control on this transaction shall be void. This Contract benefits solely the Parties and their respective permitted successors and assigns and nothing in this Contract, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract.

Vulcan

Materials Company

and Subsidiaries
VIRGINIA CONCRETE COMPANY, LLC

March 21, 2022

Page 1 of 3

LONG FENCE COMPANY INC
42521 John Mosby Highway
Chantilly, VA 20151

Jennie Dean Park - Long Fence
3630 27th St. S
Arlington, VA

ATTN: John Fontanella

Bid Date : March 21, 2022

Quote No. 95421-1

Phase No. 1

Quotation

We are pleased to provide a quotation for supply of ready-mixed concrete for the above referenced project:

3000 PSI AE	\$ 700.00	PER YARD
HOLD TIME (PER HOUR)	120.00	PER EA
ENVIRONMENTAL FEE	3.00	PER YARD
FUEL SURCHARGE	4.00	PER YARD

(1) Mixes quoted per customer request.

(2) Normal business hours are 6:00am - 6:00pm Monday - Friday. All other deliveries are subject to an Off-hour delivery fee.

(3) Off-hour deliveries are subject to driver availability.

(4) Hold time to be charged per hour after the first four.

SH LOAD	Loads under 10 YARDS	ADD FOR 100% PORTLAND	6.00/YARD
CHILLED WATER	9.00/YARD	SECURITY ACCESS FEE	VARIES/EA
HRWR/SUPER 1EA/YD	8.50/YARD	ICE	.60/LB
RETARDER 1%	3.00/YARD	FIBERSTRAND F (1.5LB/YD)	VARIES/YARD
ENVIRONMENTAL FEE	3.00/YARD	RETARDER 2%	6.00/YARD
WAITING TIME	120.00/HOUR	NON CHLORIDE ACCEL. 1%	6.50/YARD
WINTER SERVICE (11/01 - 3/31)	5.00/YARD	NON CHLORIDE ACCEL. 2%	13.00/YARD
ALEXANDRIA CITY PERMIT FI	2.00/YARD	SHORT LOAD FEE (per yard und	27.00/YARD
FUEL SURCHARGE	VARIES/YARD		

RECYCLED CONCRETE is available at Vulcan's Edsall Road RMC plant. For pricing and delivery please call Cody Reeves at (571) 318-0545.

State or Local taxes are not included.

ACI 302.1R(96).6.2.7 recommends NO AIR ENTRAINMENT for "concrete to be given a smooth, dense, hard-troweled finish since blistering or delamination may occur."

This quotation expires 30 days from the date of proposal but may be made a contract thereafter by mutual agreement of the parties involved.

Acceptance of this quote is subject to Vulcan's current Commercial Credit Application and Agreement and Terms of Sale For Ready Mixed Concrete. Finance charges will be applied to all past due balances in accordance with these agreements.

In the event Purchaser does not return a signed copy of this Quotation, Purchaser agrees that it will be bound by the terms of this Quotation and the governing Terms and Conditions upon its acceptance of the materials supplied by Vulcan Materials Company and its subsidiaries and affiliates.

Accepted By: _____

By

Date:

Scott Meholick, Sales Representative
meholicks@vmcmail.com / 202-672-4699

Vulcan Materials Company
TERMS OF SALE FOR READY MIX CONCRETE

I. GENERAL PAYMENT TERMS AND CONDITIONS OF SALE

- a. Purchaser agrees to the Terms and Conditions conveyed within Vulcan's current Commercial Credit Application and Agreement. Payment terms are: NET 15th PROX., (Payment is due on the 15th of the month following the month in which invoicing occurred). A monthly finance charge using a daily periodic rate equivalent to an annual percentage of 18% will be applied to past due balances.
- b. Credit will not be issued for any concrete returned to the seller by the purchaser for any reason that is beyond the control of the seller.
- c. Special cements, aggregates, admixtures or refrigerants required by job specification are not included in the quoted prices unless specifically noted in the quotation.
- d. Time allowance for unloading will be 10 minutes plus 5 minutes per cubic yard. Additional time will be charged at the quoted hourly rate for trucks delayed at the jobsite by the purchaser.

II. DELIVERY CONDITIONS

- a. The purchaser must give the seller at least 24 hours advance notice of the time and rate of delivery. All deliveries will be made to the best of the seller's ability. No claims for delays in delivery will be allowed by the seller.
- b. If for any reason the purchaser must cancel the delivery, the purchaser must notify the seller at least 24 hours in advance of his scheduled delivery time. Failure to provide advance notifications will result in cancellation charge to cover cost incurred and lost revenue with associated trucks. Any concrete delivered to the jobsite without prior cancellation notice will become the responsibility of the purchaser for payment.
- c. This quotation is predicated on making deliveries during our normal work week, (7:30 a.m. – 5:30 p.m.), Monday through Friday. Additional charges may be made by the seller for deliveries required before 7:30 a.m. or after 5:30 p.m. A premium will be charged for deliveries on Saturday, Sundays, or holidays.
- d. The purchaser assumes all liability for damage to sidewalks, driveways, roads or other property and agrees to indemnify the seller against all liability when the purchaser requests delivery beyond the curb line.
- e. The purchaser must provide roadways or approaches permitting safe access of the seller's truck under its own power to the point of delivery. Seller reserves the right to stop delivery in the event such access is not provided.
- f. Purchaser agrees to pay for wrecker charges and all cost for repairs to seller's trucks or equipment resulting from the process of delivery or during unloading on the purchaser's job site other than negligence on the part of the seller's employee or ordinary mechanical failure of seller's equipment.
- g. A wash out area shall be supplied and maintained by the purchaser and any remediation shall be the purchaser's responsibility at the completion of the job.
- h. The seller will not be responsible for failure to make delivery when prevented by strikes or other labor troubles, accidents, or necessary repairs to machinery, by fire, floods, or other adverse weather conditions, by inability to produce transportation, electrical power, or operation materials, or by machinery, or by any other causes beyond the seller's control. The seller reserves the right to refuse to make deliveries when it is believed unsafe or impractical by reason of any existing or threatened strikes, lockout, boycott, picketing, or other labor dispute.
- i. Returning unused concrete to the mixer is prohibited, unless proper, safe handling procedures are followed. These procedures must be approved in advance by the seller.

III. GENERAL CONDITIONS

- a. Vulcan mix designs are based upon compressive strength or cement factor as duly noted. It is the responsibility of the purchaser to verify that the quoted mixes are in conformance with the plans and specifications.
- b. The seller does not assume responsibility for strength or quality of concrete in which water or any other additive has been added to the concrete at the purchaser's request. Any addition of supplemental products must be authorized by the seller and added in a safe manner. Purchaser may not access the truck's ladder or platform.
- c. If the architect or engineers require the mixes be designed by an independent laboratory, the cost will be borne by the purchaser.
- d. The seller is only a supplier of materials and cannot be considered a sub-contractor within the meaning of any laws, regulations, agreements or union contracts.
- e. If at any time the financial responsibility of the purchaser becomes unsatisfactory to the seller, the seller may require payment in advance, satisfactory security, or a guarantee that invoices will be paid when due.
- f. If the purchaser fails to comply with the terms of payment, the seller may cancel the unfilled portion of the contract without notice. No waiver of such rights shall be implied by any failure of the seller to exercise this option. If after due dates the account is placed in the hands of an attorney or collection agency for collection of all or part of invoice or invoices, the customer shall be liable for all costs of collection including a reasonable attorney's fee or collection charge in an amount not less than 15% of the balance due.
- g. Receipt of the initial delivery acknowledges acceptance of this agreement, thereby confirming that a mutually binding contract comes into being under the terms here of each party acknowledging valuable and sufficient consideration to support the contract.
- h. Purchaser agrees that the liability of Vulcan and their subsidiaries, employees, agents, and affiliates (collectively "Vulcan") is limited to the amount paid by purchaser for the materials supplied by Vulcan. To the extent permitted by law, purchaser waives all claims for liability in excess of the amount paid for the materials supplied. Consequential, exemplary, and punitive damages are specifically waived and excluded.