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

This Amendment Number 4 is made on ______ 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. <u>Duplicate Amendment No. 1 dated March 18, 2022</u>, executed by Meloni Hurley, Assistant Purchasing Agent is hereby null and void.
- 3. <u>Contract term</u> 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:

<u>AND</u>

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.

DocuSianed by: **AUTHORIZED**

SIGNATURE:

NAME: TOMEKA 900 PERACE 1472. TITLE: PROCUREMENT OFFICER

DATE: 3/24/2022

AUTHORIZED SIGNATURE:

NAME: Larry Friedman 2104D2C7C882435. TITLE: senior vice president

DATE: 3/24/2022

REVISED BID FORM

FOR PROVIDING <u>FENCE INSTALLATION</u>, <u>REPAIR AND REMOVAL</u>, <u>TO INCLUDE GUARD RAILS</u> 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.

#	FABRIC PER CHAIN LINK FENCE	UNIT PRICE FOR END, CORNER, LINEAR FT (*)	UNIT PRICE FOR PULL POST	UNIT PRICE FOR BRACES	TOTAL PRICE
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
N	lanufacturer – Stephens Pipe	\$399.00			

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

	LABOR AND INSTALLATION	•	Γ		
#	DESCRIPTION	DIMENSION	UNIT PRICE FOR ALUMINIZED	UNIT PRICE FOR BLACK, VIINYL COATING	TOTAL PRICE
	I. ENTRANCE GATES	(2" ALUMINIZE	D 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" ALUMII	NIZED 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" ALUMINIZE	D STEEL MESH)	1	
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
ı	Manufacturer – Stephens Pip	\$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. DR	IVEWAY 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 Fu	\$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 RA	ils, 42" HIGH	
1	PER LINEAR FOOT	\$15.00
2	10 FT DRIVEWAY	\$25.00
3	42" PEDESTRIAN	\$25.00
THREE R	AILS, 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. <u>REPAIR PRICING</u> (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)

	FENICE LIT	UNIT PRICE FOR	UNIT PRICE FOR	UNIT PRICE FOR	UNIT PRICE FOR	UNIT PRICE FOR	
#	FENCE HT	FABRIC ONLY	TOP RAIL	INTER POST	END, CORNER PULL POST	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	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	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
INST	ALLATION 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
Man	ufacturer – 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 Sec	\$135.00	
5	5 INDICATE SIZE OF CREW SENT FOR REPAIR, STRAIGHTENING OR ALIGNING JOBS:		2 PERSONS

Q. 3' h Jimmy Rail

#	DESCRIPTION	PRICE					
#	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	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. Complete Package Includes: 1-3/4" mesh net and all attachment hardware. Per: N8311	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 O	utline	\$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.

Beacon Athletics + Project Cost Outline - Page 2

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
	Customer approval required prior to proceed	
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

DocuSign Envelope ID: 81C819DD-CF0A-468F-BC02-2590A6AAEAAC

PIPE & STEEL LLC

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

Billing Date : 11/18/2021

Customer Acct: 42155 Payment Terms: Net-60

Customer PO #:

Sales Person : B.LONG Made By User : hannahconner

: 0-0 SPS Order # Shipped Via : OT

Contact Name :

: 3014994445 Fax number

Sold To: LONG FENCE CO @CHANTILLY

8545 EDGEWORTH DR

CAPITOL HEIGHTS, MD 20743

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

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

Pg 1 of 1

Total Order 11,251.50

MATERIALS RECEIVED BY:	PRINT NAME:	DATE:	/ .	/



Date: 3/18/22 **Time:** 13:41



Contract #.. 123864879

To:

ADDISON.BRITTON@SUNBELTRENTALS.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

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

SUNBELT RENTALS, INC.

Salesman: 018804 PETERS, DUDLEY (188)

Typed By: ABRITTON

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 #	М	in	Day	Week	4 Week	Amount
1.00	11,000LB MINI EXCAVATOR 0350150	504.	00 504	1.00	1370.00	3212.00	1370.00
1.00	24" COMPACT EXCAVATOR BUCKE	ET					N/C
	*** EQP MSG *** ALWAYS LOAD, TRANSPORT AND POSITION PLEASE ENSURE TO USE THE PR OF GRAVITY ISSUES						
SALES :		1.					
Qty 1	DLPKSRCHG		Price 72.000				72.00
1	TRANSPORTATION SURCHARGE ENVIRONMENTAL ENVIRONMENTAL/HAZMAT FEE 21		27.710				27.71
	FREIGHT :						400.00
				Suk	o-total: Tax:		1869.71 88.18
					Total:		1957.89

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

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.
- 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.
- Customer waives its right to a jury trial in any dispute as set forth in Section 19.
- 9. At the election of Surbelt 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

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

SUNBELT RENTALS, INC.

Salesman: 018804 PETERS, DUDLEY (188)

Typed By: ABRITTON

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 Min Week 4 Week Day Amount. **EOUIPMENT** # All amounts are in USD IF THE EQUIPMENT DOES NOT WORL MULTIPLE SHIFTS OR CUSTOMER IS RESPONSIBLE FOR

PROPERLY, NOTIFY THE OFFICE AT ONCE

OVERTIME RATES MAY APPLY

REFUELING, DAMAGES AND REPAIRS

The total charges are an estimate based on the estimated rental period and other information provided by Customer.

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- 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.sunbettrentals.com/rentalcontract. *Delivery/Pickup Surcharge fee explanation is available at www.sunbettrentals.com/surcharge Customer must contact Sumbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
- Customer waives its right to a jury trial in any dispute as set forth in Section 19.
- At the election of Sumbelt 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.

ustomer 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, who must be properly trained to use the Equipment, at least 18 years old or the legal age of majority in the state, whichever is greater and are not under the influence of any drugs, actional, substances or otherwise impaired. "Customer" is identified earlier and includes any of your representatives, agents, officers, employees or anyone signing this Contract on your behalf. "Environmental Services Charge" is the charge described in Section 17. Engaged: a temperature and/or services identified on the other pages provided, together with all replacements, repairs, additions, attachments and accessories and all future and/or services definited on the order places provided, updated with air deplacements, regions, abudinits, abudinities, and accessives and air utilities. Equipment fresh "India", abudinity, abudinities, abudinitie

Ordinary Weer and Tear means normal deterioration considered reasonable in the equipment rental industry for One Shift use. "Platry" means Sunbett or Customer and together both are the "Parties" "PlaceLo Numbers" is the number Customer obtains from Sunbett evidencing the Customer's call to pick up Equipment. "Rental Penor" commences when the Equipment is delivered to Customer of the Site Address and continues until the Equipment is returned to the Sitere or picked up by Sunbett during normal business hours, provided Customer has otherwise complied with this Contract. Tegre? Is the rental projection plant described in Section 10. "Site Address" is the location Lostomer represents the Equipment will be located during the Rental Penod identified earlier. "Store" is the Sunbett location identified earlier. "Sunbett and its affiliated companies, their respective officers, directors, employees and agent. "Telematics Data" is data collected within the Equipment of was other relating to the Equipment, its performance, location, or operators. Transportation Surcharge" is a charge intended to defray a wide range of transportation expenses (both direct and indirect), which are not always fully recovered by other transportation charges.

treamportation expenses (both direct and indirect), which are not always fully recovered by other transportation charges is a unique interpolated to design in the Equipment (whichever cocurs 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. Customer rents the Equipment from Sunbelt pursuant to this Contract, which is a true lease. The Equipment (a) is and shall remain the personal proty of Sunbelt and (b) shall not be affixed to any other property. Customer shall not pledge or encumber the Equipment in any manner.

3) PERMITTED USE. Customer any third party that Customer shall not pledge or encumber the Equipment is operated during the Rental Person by Customer or any third party that Customer inpictly or explicitly permits, (b) prior to each use and its return to Surbeit, Customer shall inspect the Equipment to continum that the Equipment is in pood condition, without defects, readable decals are on the Equipment and the Equipment in accordance with the manufacturer's instructions and with applicable safety equipment, (d) any appearent agent at the Site Address without requirement of written receipt), (e) Customer shall immediately stop use and notify Sunbelt if the Equipment is disabled, mailtunctioning, warming lights come on, level upon, threatened with secure, lost, or if any incident occurs, (if Customer shall information needed or requested regarding the operation of the Equipment; (a) Sunbelt is not responsible to providing operator or other training unless customer specifically requests in writing and Sunbelt agrees to provide such training (Customer being responsible to obtain all training that Customer desires pror to the Equipment sue), (f) Surbelt is not responsible for providing operator or other training unless responsed to the Equipment sue), (f) Surbelt is not responsible for providing operator or other training unless. Customer specifically requests in writing and surrient agrees to provide such training (customer being responsible to obtain all training that customer degrees provided in the Equipment such that Equipment such that the Equipment such is that the Equipment and the Equipment showever Customer is responsible for the Equipment, however Customer is responsible for the Equipment and its use during the Rental Period regardless of the user; (i) the Equipment shall be used and maintained in a careful manner within the Equipment shall be used and maintained in a careful manner within the Equipment shall be used and maintained in a careful manner within the Equipment capacity and in compliance with all applicable laws, regulations, as well as all operating and safety instructions provided on, in or with the Equipment and all applicable federal, state and local laws, permits and licenses, including but not furnised to, OSHA and ADA, as revised on, the Equipment legit in a secure location, and (i) Customer shall provide Suribeit with accurate and complete information, which Suribeit relies upon to provide the separated be Equipment to Equipment. appropriate Equipment to Customer

appropriate Equipment to Customer.

4) PROHIBITEO USE. Customer shall not (a) after or cover up any decals or insignia on the Equipment, remove any operating or safety equipment or instructions or after or tamper with the Equipment (b) assign its rights under this Contract; (c) move the Equipment from the Site Address without Surbeit's written consent; (d) use the Equipment in a negligant, illegal, unauthorized or abusive manner; or (e) publicize use of the Equipment in any manner (including, without limitation, print, audovisual or electronic); or (f) allow the use of the Equipment by anyone other than Authorized individuals (Customer acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).

5) MAINTENANCE. Customer shall perform routine maintenance on the Equipment, including routine inspections and maintenance of fuel and oil levels, grease, coding and fluid systems, batteries, trestrucks cutting edges, and cleaning in accordance with the maintenance stress pecifications, as applicable. All other maintenance or repairs may only be performed by Sunbelt of its agents, but Surbeit has no responsibility during the Rental Period to inspect or perform any maintenance or repairs unless Customer requests a service call. If Sunbeit determines that repairs to the Equipment are needed, other than Ordinary Wear and Tear, Customer shall pay the full repair charges, additional fees, if any, and rental of the Equipment until the repairs are completed. If Equipment is stolen or damaged in excess of 40% of the Equipment FMV. Customer will be responsible for the FMV of the Equipment and its agents the right to enter the physical location of the Equipment for the purposes set forth herein. Sunbelt shall be responsible for repairs needed because of Ordinary Wear and Tear. Customer agrees that repair or replacement of the Equipment of the Equipment, if

Customer's exclusive remedy for Sunbelt's breach of this Section. Notwithstanding Sunbelt's service commitment, if Customer breaches this Contract, Sunbelt shall have no obligation to stop the Rental Period, commence repairs or rent other equipment to Customer until Customer or its agent agrees to pay for such charges.

(b) CUSTOMER LIABILITY. DURING THE RENTAL PERIOD, CUSTOMER ASSUMES ALL RISK ASSOCIATED WITH THE

6) CUSTOMER LIABILITY, DOURNET HE RENT AL PERIOD, COSTOMER ASSUMES ALL ROYAN ASSUCIATED WITH THE 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. After all nicident, Customer shall go immediately notify Surbolt, the circ in cessary, and Customer's insurance carriers, (b) secure and maintain the Equipment and the surrounding premises in the condition existing at the time of such Customer's insurance carriers', (b) secure and maintain the Equipment and the surrounding premises in the condition existing at the time of such incident, until Suphelt or its agents investigate, (c) immediately submit copies of all police or other third party reports to Surbeit, and (d) as applicable, pay Surbeit, in addition to other sums due herein, the rental rate for Equipment until the repairs are completed or Equipment replaced plus either (i) the RMV or (ii) the full charges of recovery and repairs of damaged Equipment. Acrosed retrat charges shall not be applied against these amounts. Surbeit shall have the immediate right, but not obligation, to reclaim any Equipment involved in any Incident.

NO WARRANTIES, SURBEIT IDSICLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, ITS DURABILITY, CONDITION, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR ANY

RESPECT TO THE EQUIPMENT, ITS DURABILITY, CONDITION, MERCHANT ABILITY, NON-IN-RINGEMENT, OR TIMES TO RAY
PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES ACCEPTANCE OF THE EQUIPMENT ON AN "AS IS, WHERE IS" BASIS, WITH "ALL
FAULTS" AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST SUNBELT ENTITIES. CUSTOMER ASSUMES ALL RISKS ASSOCIATED
WITH THE EQUIPMENT AND RELEASES SUNBELT ENTITIES ROYAL ALL RISKS AND ANAGES (INCLUDIOS PROPITS,
PERSONAL INJURY, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH
DAMAGES) IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS INSTALLATION, OPERATION OR USES OR ANY
THE FORM THE CONTROL OF THE COURSE OF THE POSSIBLITY OF SUCH
THEREOF, A BREACH OF SUNBELT'S OBLIGATIONS HEREIN OR ERRORS OR INACCURACIES IN INFORMATION OBTAINED FROM

THEREOF, A BREACH OF SUMBELT'S OBLIGATIONS HEREN OR ERKORS OR INACCURACIES IN IN-YORMATION DETAINED FROM CUSTOMER OR THIRD PARTIES, UPON WHICH SUMBELT RELIES; PROVIDED HOWEVER, IF CUSTOMER IS A CONSIMIER UNDER APPLICABLE LAW, THEN NO CONSEQUENTIAL DAMAGES LIMITIATION OF INJURIES TO PERSONS SHALL APPLY.

(3) RELEASE AND INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER INDEMNIFIES, RELEASES, HOLDS SUMBELT ENTITIES HARMESS AND AT SUMBELT'S REQUEST, DEFENDS SUMBELT ENTITIES (WITH COUNSEL APPROVED BY SUMBELT), FROM AND AGAINST ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING APPROVED BY SUMBLETT), FROM AND AGAINST ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING ATTORNEY'S ANDIOR LEGAL FEES AND EXPENSES) HOWEVER ARISING OR INCURRED, RELATED TO ANY NICIDIENT, 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 CHIPMENT BY CUSTOMER OR ANY THIRD PARTY THAT CUSTOMER IMPLICITLY OR EXPLICITLY PERMITS TO ACCESS, USE, POSSESS OR CONTROL THE EQUIPMENT DURING THE RENTAL PERIOD OR (b) BREACH OF THIS CONTRACT, WHETHER OR NOT CAUSE) THE ACTIVE OR PASSIVE NIEGLICENCE OR OTHER FAULT OF ANY PARTY INDEMNIFIED HEREIN AND ANY OF THE FORECOING ARISING OR HURSDESNIA ACCORDANCE MATTHER DECENDED OR SECONDARY. IMPOSED IN ACCORDANCE WITH THE DOCTRINE OF STRICT OR ABSOLUTE LIABILITY. CUSTOMER ALSO AGREES TO WAIVE ITS WORKERS' COMPENSATION IMMUNITY, TO THE EXTENT APPLICABLE. CUSTOMER'S INDEMNITY OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT. All of Customer's indemnification obligations under this paragraph shall be joint and sever

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

this Contract, which (a) for Customers using Equipment for non personal use, general liability insurance of not less than \$1,000,000 per occurrence, including coverage for Customer's contractual liabilities herein such as the release and indemnification clause contained in Section 8, (b) for Customers using Equipment for non personal use, property insurance against loss by all risks to the Equipment, in an amount at least equal to the FMV thereof, unless RPP is elected non personal use, properly insurance against loss by all risks to the Equipment, in an amount at least equal to the FMV thereof, unless RFP is elected at the time of rental and paid for prior to any incident, (c) worker's compensation insurance as required by law, and (d) prior to any incident, (c) worker's compensation insurance as required by law, and (d) in the Equipment is to be used on any roadway. Such policies shall be primary, non-contributory, on an occurrence basis, contrian a waiver of subrogation, name Sunbelt and its agents as an additional insured editional insured endorsement) and loss payee, and provide for Sunbelt to receive at least 30 days prior written notice of any cancellation or material change. Any insurance that excludes boom damage or overturns is a breach. Customer shall provide Sunbelt with certificates of insurance to insurancearthicates@auritetimatias.com evidencing the coverages will be considered excess insurance. The insurance required above prior bany rental and any time upon Sunbelt series. To the extent Sunbelt Entities correctly any insurance, Sunbelt Entities insurance will be considered excess insurance. The insurance required herein does not relieve Customer of its responsibilities, indemnification, or other exiltrations are excepted as a constant of the provided program of contributions.

Obligations provided herein, or for which Customer may be liable by law or otherwise.

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 Surbelt shall limit the amount Surbelt collects from Customer for the Equipment loss, damage or destruction to the following amounts for each piece of Equipment, per each occurrence, (a) 10% of the PMV for Lost Equipment, up to a maximum of \$500 per piece of tollowing amounts for each piece of Equipment, per each occurrence. (a) 10% of the HMV for Lost Equipment, to to a maximum of \$500 per piece of Equipment, (c) charges in excess of \$50 per tire for the repears, and (d) nothing for the rental charges which would otherwise accrue during the period when damaged or destroyed Equipment is being replaced, prepaided or replaced by Surbeit or Lost Equipment is being replaced, provided however, the freeging RFP liability reduction only applies if the Conditions (defined below) are satisfied and an Exclusion (defined below) does not apply. The RFP is No TINSURANCE and does NOT protect Customer from liability to Surbeit or others arraing out of possession, control or use of the Equipment, and design giving or destroyed Exception, and the RFM of the RFM o to persons or property. THE RPP is A CONTRACTION. MOURIFICATION PC COSTOMER'S LIBBILITY. All of the following "Conditions" must be satisfied for the RPP and the corresponding liability reduction to apply. (i) Customer accepts the RPP in a davance of the restriction of the pross rental charges as the fee for the RPP (plus applicable taxes), (iii) Customer fully complies with the terms of this Contract, (ii) Customer's account is current at the time of the loss, theft, damage or destruction of the Equipment, and (v) none of the Exclusions apply. Customer assumes the Exclusion risks, meaning that if any Exclusions occurs, the RPP does NOT reduce the liability of Customer to Surbeit for the loss, theft, damage or destruction resulting from such Exclusion. "Exclusions" shall mean loss, theft, damage or destruction of the Equipment (i.4) due to intentional misuse, (E) caused by Loss Equipment to reported by Customer to the prolice within 48 hours of discovery, and substantiated by a written police report (promptly delivered to Surbeit); (C) due to floods, water level changes, wind, storms, earthquakes or Acts of God, and (D) accessories or Equipment for which in the prolice of the control and the properties of the control and the control and the properties of the control and the control and the properties of the properties of the control and the properties of the proper which Customer is not charged the RPP fee THE EXCLUSIONS REMAIN THE LIABILITY OF

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. Notwithstanding anything to the contrary in this Contract, if Lost Equipment is later recovered, Suribeit retains ownership of the Equipment regardless of any payments made by Customer or Customer's insurance company with respect to such Equipment, all of which payments are non-refundable. Customer agrees to promptly return any Equipment that is recovered. Sunbelt shall be subrogated to Customer's rights to recover against any person or entity relating to any loss, theft, damage or destruction to the Equipment. Customer

operate 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 Surbelt such nights, at Customer's systemic and whatever to Surbelt
11) RENTAL RATES. The total charges specified in this Contract are: (a) estimated based upon Customer's expenseration of the estimated Rental
Period identified herein (rental rates beyond the estimated Rental Period may change) and other information conveyed by Customer to Surbelt, and (b)
for the Equipment's use for One Shift, Unless otherwise nobed. Weekly and 4 week rental rates shall not be prorted. Rental charges accrue during for the Equipment's use in or the shift, unless outerwise mideal. Yet week return rates shart not be growteet, retrial charges active during Saturdays, Sundays and holdays. The rettal rates do not include and Customer's 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 Soler, including but not limited to any freight, transporting, delivery, pickup and surcharge fees listed in this Contract, (iii) maintenance, repairs and replacements to the Equipment as provided herein, (iv) a cleaning feel frequired, (v) miscellaneous charges, such as fees for lost leve, R-PP, costs for recover Equipment, emergency, molitication or store open, (iv) full used administration of the contract of the store of th Services Charge (see www.sunbeltrentals.com/environmentalfee) 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

to the mat its discretion.

12) PAVMENT. 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 than 50 the contract of the contract and all other amounts due, without any offsets, in full, in advance at the time of rental, unless Sunbeit approves Customer's executed commercial credit application. Commercial customers who are approved for Sunbeit's extended payment terms must pay, in arrears, upon receipt of Sunbeit's invoice,

application. Commercial customers who are approved for Surbeits extended payment terms must pay, in arrears, upon receipt of Surbeits in writing of any disputed amounts, including credit card charges, within 15 days after the receipt of the invoice/contract or Customer shall be deemed to have irrevocably waived its right to dispute such amounts. All Surbeits discretion, any account with a delinquent belance may be placed on a cash basis, deposits may be required and the Equipment may be picked up without notice. Due to the difficulty in fixing actual damages caused by late payment, Customer agrees that a service charge equal to the lesser of 1,5% per month or the maximum rate permitted by law shall be assessed on all delinquent accounts, until paid in full. Customer shall lesser of 1.3% bet into in ordine installment rate permitted by law shall be assessed on a delinquent accounts, until paid in full customer shall be reimburge. Subject for all costs incurred in collecting any late payments, including, without limitation, activentays fees. Payment of any late change does not excuse Customer of any default under this Contract. Customer shall pay a fee of \$75 for each check returned for lack of sufficient funds to compensate Surbeit for its overhead for processing missed payment. Deposits will only be returned after all amounts are paid in full. CUSTOMER AGREES THAT IF A CREDIT OR DEBIT CARD IS PRESENTED TO PAY FOR CHARGES OR TO GUARANTEE PAYMENT, CUSTOMER AUTHORIZES SUNBELT TO CHARGE THE CREDIT OR DEBIT CARD ALL AMOUNTS SHOWN ON THIS CONTRACT AND CHARGES

AUTHORIZES SOMESEL TO CHARGE THE CREDIT OF DEBIT CARD ALL AMOUNTS SHOWN ON THIS CONTRACT AND CHARGE TO THE SUBSEQUENTLY INCURRED BY CUSTOMER, INCLUDING BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO THE EQUIPMENT AND EXTENSION OF THE RENTAL PERIOD. Effective June 1, 2021 and where permitted by law, Sunbelt may impose a surcharge of 2% (minimum \$3) for credit card payments on charge accounts. This surcharge is not greater than Sunbelt's merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions. 13) RETURN OF EQUIPMENT. Surbelt may terminate his Contract at any time, for any ressor. The Coupment shall be undered to Surbelt (when needed for impections, maintenance and at the end of the Rental Penod) in the same condition it was received, less Ordnary Wear and Tear and free saw beareding the production of the Pendermental. College will be formed to be desired.

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 of any hazardous materials and contaminants. Customer will return the Equipment at the end of the Herital Period, but will continue to be responsible for critical and other charges after the Fental Period if the Equipment is not returned in the condition required herein. If Surbelved the Equipment to Customer, Customer shall notify Surbelt that the Equipment is ready to be picked up at the Site Address and obtain a Pick-Up Number, which Pick-Up Number customer should keep as proof of the call provided Customer remains liable for any loss, their, damage to or destroin of the Equipment until Surbelt confirms that the Equipment is returned in the condition required herein. Customer will not be charged the rental charges after the date the Pick-Up Number is given, provided Customer has otherwise complet with this Contract. No pickups occur on Sundays or statutory holidays and Saturday pickups are dependent on specific Store hours. If Customer picked up Equipment, Customer shall return

Equipment to the same Store during that Store's normal business hours. If the Equipment is not returned by the estimated end of the Rental Period specified earlier, Customer agrees to pay the applicable rental rate for the Equipment until the end of the Rental Period. 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

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.

15) DEFAULT. Customer shall be in default if Sunbelt deems itself insecure or if Customer (a) falls to pay sums when due, (b) breaches any Section of this Contract, (c) becomes a debtor in a bankruptcy proceeding, pose into receivership, takes protection from its creditors under any insolvency legislation, ceeses to carry on business, or has its assets seared by any creditor, (d) fails to inside the Equipment art risk, (e) falls to traver. Sunbelt art risk, e) falls to return Equipment immediately upon Sunbelts demand; or (f) is in default under any other contract with Sunbelt. If a Customer default occurs, Sunbelt shall have, in addition to all rights and remedies at law or in equity, the right to reposess the Equipment without judical process or prior notice. Customer shall pay all of Sunbelts costs; including reasonable cost collection, court costs, attorneys and legal fees, incurred in exercising any of tis right or remedies herein. Sunbelt shall not be liable due to seizure of Equipment without.

attorneys and legal trees, incurred in severciang any of its rights or remeales nerven. Surposit shall not be labele due to sezure or explainent or order or governmental authority. CUSTOMER WAIVES ANY RIGHT OF ACTION AGAINTS TUNBEL! ENTITIES FOR SUCH REPOSESSION.

16) 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 their, subject to commissal prosequition and civil liability where permitted, pursuant to applicable laws.

17) ENVIRONMENTAL SERVICES CHARGE. To promote a clean and sustainable environment, Surrelat dases 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.

expenses (continued and number), mese expenses may inclose services such as wester dispense, construction and mantenance or cearing hadrances, 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. The Environmental Services Charge is not a tax or governmentally mandated charge and is not designated for any particular use or placed

Environmental Services Charge is not a tax or governmentally mandated charge and is not designated for any particular use or placed in an escrow account, but is a charge that Sunbelt collects as revenue and uses at its discretion.

13) 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 gallor 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 left in the Equipment upon return), (b) Pay on Return Option - if Customer returns Equipment with less fuel than when received, Customer shall pay a returning charge (calculated by multiple gallons required to refill tank with fuel to level when received, by the Pay on Return per gallon rate), and (c) Return Full 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. The cost of Customer refueling Equipment itself will generally be lower than the Prepay Fuel Option or the Pay on Return Option, however these options each allow for the converience of not refueling. Customer agrees that none of these options are a retail sale of fuel 19) 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

RESULT OF ANY STRICT OR ASSOCIATE EXPOSENT, PART STRICT OR THIS CONTRACT,

20) 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.

21) ARBITRATION AGREEMENT & CLASS ACTION WAIVER, AT THE ELECTION OF CUSTOMER OR SUNBELT, ANY WAY PERTAINING TO THIS CONTRACT SHALL BE SETTLED BY

DISPOTE ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY PERTAINING TO THIS CONTRACT SHALL BE SETTLED 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 AND PROCEDURE 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. 22) COMPLIANCE WITH EXPORT AND IMPORT LAWS, Semoval of the Equipment for the United State ("U.S.) is prohibited under this Costract Customer desires or causes the triansport and/or operation of the Equipment outside of the U.S., Customer desires or causes the triansport and/or operation of the Equipment outside of the U.S., Customer desires or causes the triansport and/or operation of the Equipment outside of the U.S. or customer such as the United State ("U.S.).

amendment is incorporated herein. If Customer exports or re-exports without complying with the above sentence, Customer agrees that (i) the Equipment is subject to and must comply with all applicable export laws, including but not limited to the Export Administration Regulations, and (ii) Customer, as the exporter/importer of record, is responsible for. (A) determining whether and obtaining if necessary, export or re-export (incressor or other authorizations as required prior to exporting or re-exporting the Equipment (B) obtaining any required documentation necessary for return of the Equipment, and (C) ensuring no unauthorized transfers or diversions of the Equipment cocur. Refer to www.bis.doc.gov for information.

Equipment, and (C) ensuring no unauthorized transfers or diversions of the Equipment occur. Refer to www.bis.doc.gov_for information.

23)

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.comprivacypolicy.

24)

COVERNING 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 invalidation the remaining Sections.

50 FORCE MAJEURE. Sunbelt shall not be liable or responsible to the Customer, nor be deemed to have defaulted under or breached this Contract, (in 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 Sunbert's control, including, without initiation, the following force malegure events ("Froce Majeure 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, not or other civil unrest, (d) operment order, law, requalitions, skutdowns, or actions, (e) embargoes or blockades in effect on or after

(a) acts of God, (p) nood, hre, earnquake, epidemics, pandemics or explosion, (c) war, invasion, hostitues (whicher war is declared or not), terrons; threats or acts, not or other civil unrest, (d) government order, law, regulations, shutdowns, or actions; (e) embargoes or bloodse in effect or 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 inscitiles, and (i) other events beyond the control of Surbelt.

26) MSCELLANEOUS. This Contract, together with any Customer executed commercial credit application, if any, constitutes the entire agreement of the Parties ranging the Equipment and may not be modified except by written amendment signed by the Parties. Any reference in Customer's purchase order or other Customer's document to other terms that shall control this transaction shall be void. This Contract benefits solely the Parties and purchase order or other Customer occument to other terms that shall control this transaction shall be viold. In a Contract benefits sleely fine Parties and their respective permitted successors and assigns and nothing in this Contract, topress or implied, controls on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract. Customer's obligations hereunder shall survive the termination of this Contract if any term is invaid, it legal, or unenforceable, such invaidat, legal, or unenforceable, such invaidat, legal, or unenforceable, such invaidat, or render unenforceable such interest of all persons (including Sunbel's lenders) who have nights in the Equipment. Headings are for convenience only. To the extra that any terms in this Contract conflict, the Parties agree that the more specific terms control. A copy of this Contract shall be valid as the original. Any failure by Sunbelt to insist upon strict performance of any Section of this Contract shall not be construed as a waiver of the right to demand strict performance in the future Customer and the person signing this Contract agree, represent and warrant that. (a) the person executing is 18 or the legal age of majority in the state, whichever is greater and they both have full authority to execute, deliver and perform this Contract, and

(b) this Contract constitutes a legal, valid and binding obligation of Customer, enforceable in accordance with its terms. If the Parties have a fully

executed, active agreement, intended to govern over conflicting terms and conditions, such agreement shall take precedence over the terms herein

Additional terms and conditions for Shoring can be found at https://www.sunbetrentals.com/about/shoring-bridging-additional-terms-and-conditions

Rev Date 06/16/2021

LONG FENCE COMPANY INC

42521 John Mosby Highway

Chantilly, VA 20151



March 21, 2022 Page 1 of 3

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 PERM	IT Fl 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:	B,
I	

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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 <u>Commercial Credit Application and Agreement.</u> 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.