

STEELCO FENCE

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PROPOSAL

HIGH SECURITY FENCE
 ORNAMENTAL FENCE
 CHAIN LINK FENCE
 WOOD FENCING
 GUARDRAIL
 CONSTRUCTION FENCE RENTAL

DATE: 8/18/2020	
CUST: City of Newton 1000 Commonwealth Ave. Newton, MA	PROJECT INFO: Jackson House Fence
ATTN: Derek Mannion CELL: (617) 212-5191	
PHONE: FAX:	
EMAIL: dmannon@newtonma.gov	Taxable: <input type="radio"/> YES <input checked="" type="radio"/> NO - Need exempt certs ST 5c and ST-2

ITEM	Cost
<p>Scope: Furnish and install 200 linear feet of 4' high spaced picket cedar fence along sidewalk at Jackson House – new fence to go in same location as old fence which will be removed by others. Includes one 12' wide double gate and two 4' wide single gates.</p> <p style="text-align: right;">Pricing:</p> <p style="text-align: right;">Materials required to complete work as requested = \$6,144.00</p> <p style="text-align: right;"><u>2-man crew equipped & experienced to complete work as requested @ \$275 / hour x 32 =</u> \$8,800.00</p> <p style="text-align: right;">Total Price: \$14,944.00</p> <p style="text-align: right;">Option to Remove Existing Fence: \$3,300.00</p> <p style="text-align: right;">Total Price to Remove and Replace 200' – 4' Fence: \$18,244.00</p> <p>Notes:</p> <p>-Price assumes Steelco personnel will have direct, unimpeded, uninterrupted access to work area throughout installation process along with a continuous & convenient place to park work vehicle(s).</p> <p>-Exclusions include police details & traffic controls (more on following page).</p>	

Quote Valid 15 Days	I have read and understand the terms and conditions on the front and attached sheet.
<input checked="" type="radio"/> Net 30 Days with Approved Credit <input type="radio"/> COD Payment Due Upon Install - Cash or Check Only <input type="radio"/> 50% Down and 50% Upon Completion	X
Rep: Reid Ogren, PM/Estimator	Date:

TERMS: Description of work will be followed exactly as specified unless there is a note on the contract indicating change. COD customers must pay on delivery with check or cash only. No retainage on fence rentals. Pricing based on having unimpeded access to the installation area for personnel, trucks, auger equipment and redmix trucks to install the entire scope of work. EXCLUSIONS: Engineering, structural certifications, review and stamping of drawings by a registered engineer, surveying, layout, establishing finished grades, permits, fees, restoration, traffic controls, patching, removal of excavated materials, union stewards, non-standard insurance (I.E. L&H Insurance, etc.), bond premiums. All design criteria the responsibility of the spec writer. Winter Exclusions: Pricing is based on normal weather conditions. Snow removal, frost excavation, and severe cold conditions are not included. ADDITIONAL FEES billed unless otherwise noted above: Any time spent for special employee training, customer or owner training & orientation, drug tests, CORI, badging time, downtime not caused by Steelco, and wasted trips. ***Additional terms and conditions on the attached Steelco Terms sheet are incorporated by reference into this agreement.**

STEELCO CHAIN LINK FENCE CO., INC. hereinafter called Seller, agrees to sell material and/or labor and material to the person listed on the front hereof, hereinafter called Buyer.

ADDITIONAL EXCLUSIONS – Unless specified, the following exclusions apply to all projects: Clearing, grubbing, grading, painting or staining, electrical grounding, mow strips, sono tubes, and, for fence on walls, anchor bolts or sleeves to be furnished and installed by others.

ACCEPTANCE - ENTIRE AGREEMENT - This Proposal, when signed by Buyer is a binding contract between Seller and Buyer. The Seller reserves the right to charge an amount equal to 25% of the amount of the total contract price for cancellation.

Buyer **PROMISES TO PAY** for the work to be done in accordance with the **TERMS** on the face hereof.

INTEREST 18% PER YEAR - Any payment not paid on or before due date bears interest at the rate of 18% per year from the date of the invoice until paid in full.

REPOSSESSION OF MATERIALS -If payments are not made when due, the Seller reserves the right to repossess all materials delivered to the jobs without recourse.

LEGAL FEES - If the Seller employs an attorney to collect a payment not paid when due, the Buyer will pay, as liquidated damages, 1/4 of the total contract price if payment is made after the **DEMAND LETTER** but before arbitration is demanded or suit is filed, 1/2 of the total contract price after arbitration is demanded or suit is filed and 3/4 of the total contract price if the arbitration or suit is taken to judgment. In addition, the Buyer will pay all arbitration fees, court costs and other reasonable expenses incurred in collecting the amount due.

The Buyer hereby authorizes the Seller to, as deemed necessary by Seller, arrange with a qualified contractor to furnish any labor, tools, equipment, and materials necessary to complete the work contracted herein, and the Seller to pay said contractor his charge upon completion thereof.

The Buyer hereby assumes full responsibility for location of the line upon which said material is to be installed and agrees to hold the Seller and the contractor harmless for all claims arising from questions of survey of said property or location of said lines, and from all claims for personal injury, property damage or trespass from or by means of the installation of said fence material.

CHANGES - If proposed work is changed, after an agreement is signed, or extra material is installed, or the installation crew performs extra services, or if undue delay is caused the Seller, the Buyer shall pay labor and materials per Steelco’s standard Additional Work Rate sheet. A copy of the current rate sheet is available upon request. A per trip mobilization fee shall apply where a separate trip is required to perform work regardless of whether contractual unit prices are established.

IF PAYMENT is made to salesman it must be shown on the contract and a receipt received. The Seller will issue an official

receipt for all monies received at its main office. This receipt will be mailed to the Buyer. The Seller will not be responsible for monies not receipted for in this manner. The Plans and Instructions on reverse side of this Contract are a part of the **CONTRACT. PLEASE READ YOUR PLAN.**

You, as the Buyer **ARE SOLELY RESPONSIBLE FOR LOCATING PROPERTY LINES.**

In submitting this Proposal, it is assumed that there is no underlying **ROCK** on the **PROPERTY** which will necessitate **DRILLING** or **BLASTING**, or any other **UNUSUAL CONDITIONS** involving **EXTRA LABOR** in the erection of this fence. Should any of the above conditions be encountered or should any **CHANGES** be made by the Buyer after **SHIPMENT** is made, **CHARGE WILL BE MADE** covering the actual cost of such work plus 20% for overhead and profit.

When erection is **SUSPENDED** at the Buyer's **REQUEST**, the **EXPENSE** of **TIME** and **TRAVEL** to return to complete the job is to be **CHARGED TO Buyer** plus 20% for overhead and profit.

Before the work of installation is commenced Buyer **SHALL FURNISH** the Seller with the **LOCATION** and **CHARACTER** of any **UNDERGROUND WIRES, PIPES, SEWERS, CONDUITS, OBSTRUCTIONS, CONDITIONS** or **RESTRICTIONS** of any nature which might interfere with or be damaged by the Seller's work or be the cause or occasion of injuries or other damages. **IF Buyer SHALL FAIL TO DO SO**, Buyer agrees to release, indemnify, save harmless and defend the Seller from and against all **LIABILITY, LOSS, DAMAGE, and EXPENSE** caused or occasioned thereby.

In the event that the fulfillment of this contract is not completed within 30 days - that material and labor completed shall be due and payable each and every 30 days as work progresses.

NO CONDITIONS, AGREEMENTS or **STIPULATIONS, VERBAL** or **OTHERWISE**, except those listed on the front and back of this contract shall be binding upon the parties.

ARBITRATION - Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The locale of any Arbitration Proceeding held under this Agreement shall be Boston, Massachusetts and the applicable law shall be the laws of the Commonwealth of Massachusetts.

SPECIAL CONDITIONS

1. On pools that incorporate the house or other buildings as part of the enclosure doors and windows that lead to the pool area should have additional child proof locks.
2. Gates should be padlocked.
3. A secondary fence between the pool and the house should be considered for reasons of safety.
4. Steelco recommends 6' high fence for pools.

BUYER INITIALS: _____