

**TOWN OF LYONS, COLORADO  
CONSTRUCTION AGREEMENT  
2022 Lyons Recycle Center Fencing Project**

This AGREEMENT is made and entered into this 3 day of May, 2022 by and between the TOWN OF LYONS, COLORADO, a municipal corporation of the State of Colorado, with offices at 432 5<sup>th</sup> Avenue, Lyons, Colorado 80540 (the "Town" or "Owner"), and A & R Fence, LLC., whose address is 7379 Rusell Cir., Frederick, CO 80504 (the "Contractor").

**WITNESSETH**

WHEREAS, the Town desires to obtain all necessary components to complete the scope of work for the Lyons Recycle Center Fencing Project ("IFB") issued by the Town; and

WHEREAS, in response to the IFB, the Town received bids or proposals, including one from the Contractor ("Bid Proposal"); and

WHEREAS, the Town has reviewed the Bid Proposal from the Contractor for the completion of said work, and the Town finds said Bid Proposal acceptable and deems it the lowest responsible and responsive Bid proposal received; and

WHEREAS, the Town desires to contract with the Contractor subject to the terms of this Agreement and all other Contract Documents.

NOW, THEREFORE, for the consideration herein expressed, it is agreed as follows by and between the Town and the Contractor that the Contractor shall perform the following:

**THE PARTIES AGREE AS FOLLOWS:**

**1.00 SCOPE OF WORK:** The Contractor will furnish all tools, equipment, machinery, materials, supplies, superintendence, insurance, transportation, other construction accessories, and services specified or required to be incorporated in and form a permanent part of the construction and completion of the work proposed to be done under this Agreement ("Work" or "Scope of Work"). In addition, the Contractor shall provide and perform all necessary labor in a first-class and workmanlike manner and in accordance with the conditions and prices stated in the Bid Proposal and the requirements, stipulations, provisions, and conditions of the Contract Documents and Design Documents, including Plans and Specifications, as defined in the attached General Conditions. The Contractor shall further perform, execute, construct, and complete all things mentioned to be done by the Contractor and all work covered by the Owner's official award of this contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's bid, or part thereof.

**2.00 THE CONTRACT DOCUMENTS:** This Agreement incorporates all the Contract Documents, which together represent the entire and integrated agreement between the parties hereto and supersede prior negotiations, written or oral representations, and agreements. The Contract Documents consist of this Construction Agreement, which Agreement also incorporates by this

reference all of the instruments set forth in the Project Manual and Bid Documents as fully as if they were set forth in this Agreement in full. The documents consist of without limitation, the following documents:

- Invitation to Bid and Instructions to Bidders
- Contractor's Bid Form (with Unit Pricing as indicated)
- This Construction Agreement and any Addendums or Attachments thereto including (if checked)

Attachment A, Federal Emergency Management Agency's ("FEMA") Grant Program Requirements for Procurement Contracts if FEMA funding is used for the Work

Attachment B, Colorado Community Development Block Grant Disaster Recovery Program funds (hereinafter referred to as CDBG-DR funds) Requirements for Contracts if CDBG-DR funding is used for the Work

- Performance and Payment Bond
- Bid Proposal
- Notice of Award
- Notice to Proceed
- Bid Bond (Minimum 5% equivalent of the Bid Proposal price or as otherwise set forth in the Bid Bond form provided as part of the Bid Pack)
- General Conditions
- The Following Documents if the Box is Checked:
  - Special Provisions
  - Design Documents, including all Drawings and Plans
  - Specifications
  - Addendums to Specifications and Standards
  - Town of Lyons Manual of Design Criteria and Standard Specifications
  - Change Orders, Field Orders or other similar revisions properly authorized after the execution of this Agreement
  - Others:

**3.00 TIME AND COMMENCEMENT OF COMPLETION:** This Agreement shall commence as of the date the Agreement is fully executed by both parties and shall continue through June 15, 2022 (for continued final walk through, punch list and clean up) or until the Scope of Work is completed.

**4.00 LIQUIDATED DAMAGES:** All time limits stated in this Agreement and the Contract Documents are of the essence of the Agreement. The Town and Contractor recognize the completion of the work as shown in the contractual time frame, or as extended, is important to the ongoing operations of the Town and its citizens. They also recognize that delays include expenses to the Town for extended manpower commitments, outside consultant commitments, and potentially other legal fees to extend the project beyond the expected time period.

If this box is checked, in lieu of requiring any such proof and backup for such expenses, Contractor agrees that liquidated damages (not penalties) may be assessed by the Owner in the sum of \$\_\_\_\_\_.00 per day for each day after the contract time frame expires

If this box is checked, in addition to or in lieu of the daily damages (if checked above), Contractor agrees that lump sum liquidated damages (not penalties) may be assessed by the Town in a lump sum payment of \$\_\_\_\_\_.00 if the work is not completed by \_\_\_\_\_, 20\_\_.

**5.00 CONTRACT SUM AND PAYMENT:** The Owner shall pay to the Contractor for performance of the Work encompassed by this Agreement, and the Contractor will accept as full compensation therefore the sum of:

**NINETEEN THOUSAND NINE HUNDRED TEN DOLLARS AND FORTY-ONE CENTS (\$19,910.41)** subject to adjustment as provided by the Contract Documents ("Contract Price"). The Town has appropriated sufficient funds for completion of this Work.

- Monthly, partial, progress payments shall be made by the Town to the Contractor for the percentage of the Work completed, subject to inspection by Town staff to verify percentage of completion. The Town alone shall determine when work has been completed and progress payments shall not constitute a waiver of the right of the Town to require the fulfillment of all terms of this Agreement and the delivery of all improvements embraced in this Agreement in a complete and satisfactory manner to the Town in all details. The Town, before making any payment, may require the Contractor to furnish releases or receipts from any or all persons performing work under this Agreement and/or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the Town's interest. The Town, however, may in its discretion make payment in part or full to the Contractor without requiring the furnishing of such releases or receipts.

By the 7<sup>th</sup> day of each month, Contractor shall submit to the Town for review and approval, an application for payment fully completed and signed by Contractor covering the work completed through the last day of the prior month and accompanied by such supporting documentation as is required by these Contract Documents, including without limitation, time sheets, invoices, receipts, bills of lading, and all other documents the Town may require. These invoices for payment should be emailed to [ap@townoflyons.com](mailto:ap@townoflyons.com) or mailed to Town of Lyons, P.O. Box 49, Lyons, CO 80540. Materials on hand but not complete in place may or may not be included for payment at the discretion of the Town. Each subsequent application for payment shall include an affidavit of Contractor providing that all previous progress payments received on account of the work have been applied to discharge in full all of Contractor's obligations reflected in prior applications for payment. Notwithstanding the progress payments, it is the intent and purpose of the Town to withhold at least five percent (5%) of payments to Contractor for any contract exceeding One Hundred Fifty Thousand Dollars (\$150,000.00) in accordance with Article 91, Title 24, C.R.S.

**6.00 ACCEPTANCE AND FINAL PAYMENT:** Final payment may be requested

by the Contractor upon completion and acceptance, by the Town, of all work as set forth in the Contract Documents. The total amount of final payment shall consist of the Contract Price, as adjusted in accordance with approved change orders, if applicable, less all previous payments to the Contractor.

**7.00 MODIFICATIONS AND AMENDMENTS:** Should work beyond that described in the Contract Documents be required, it will be paid for as extra work at a cost to be agreed upon in separate written agreement by the Town and the Contractor prior to commencement of the additional work. Such additional agreements shall be executed and approved by all persons required by Town purchasing ordinances or policies. Unless specifically excluded, such written agreements shall be considered part of the Contract Documents.

**8.00 CONTRACTOR'S REPRESENTATIONS:** In order to induce the Town to enter into this Agreement, the Contractor makes the following representations:

a.

The Contractor has familiarized itself with the nature and the extent of the Contract Documents, Scope of Work, the locality, all physical characteristics of the area of the work within the Scope of Work, including without limitation, improvements, soil conditions, drainage, topography, and all other features of the terrain, and with the local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the work, or apply in any manner whatsoever to the work.

b.

Contractor has carefully considered all physical conditions at the site and existing facilities affecting cost, progress, or performance of the work.

c.

Contractor has given the Town written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and such documents are acceptable to the Contractor.

d.

Contractor shall not extend the credit or faith of the Owner to any other persons or organizations.

**9.00 INSURANCE:** Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all obligations assumed by the Contractor pursuant to this Agreement. Contractor shall not commence work under this Agreement until it has obtained all said insurance required by the Contract Documents and such insurance has been approved by the Town. The Contractor shall not allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been obtained and approved. For the duration of this Agreement, the Contractor must continuously maintain the insurance coverage required in this section, with the minimum insurance coverage

listed below:

a. Worker's Compensation in accordance with the Worker's Compensation Act of the State of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract.

b. Comprehensive General liability insurance with minimum limits of One MILLION DOLLARS (\$ 1,000,000) per each occurrence, AND One MILLION DOLLARS (\$ 1,000,000) aggregate, plus an additional amount sufficient to pay related attorneys' fees and defense costs. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

c. Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than One MILLION DOLLARS (\$ 1,000,000) per each occurrence, plus an additional amount sufficient to pay related attorneys' fees and defense costs, with respect to each of the Contractor's owned, hired or non owned vehicles assigned to or used in performance of this contract.

d. Builder's Risk insurance with minimum limits of not less than the insurable value of the work to be performed under this contract at completion less the value of the materials and equipment insured under installation floater insurance. The policy shall be written in completed value form and shall protect the Contractor and the Town against risks of damage to buildings, structures, and materials and equipment not otherwise covered under Installation Floater insurance, from the perils of fire and lightning, the perils included in the standard coverage endorsement, and the perils of vandalism and malicious mischief. Equipment such as pumps, engine-generators, compressors, motors, switch-gear, transformers, panel-boards, control equipment, and other similar equipment shall be insured under Installation Floater insurance when the aggregate value of the equipment exceeds \$10,000. The policy shall provide for losses to be payable to the Contractor and the Town as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the Contractor or the Town.

e. If this box is checked, Professional Liability/Errors and Omission in an amount not less than \_\_\_\_\_ MILLION DOLLARS (\$ \_\_\_\_\_,000,000).

Certificates of insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. The policies required above shall be endorsed to include the Town and the Town's officers and employees as additional insureds. Every policy required above shall be primary insurance and any insurance carried by the Town, its officers, or its employees, or carried by or provided through any selfinsurance pool of the Town, shall be excess and not contributory insurance to that provided by the Contractor. Contractor shall be solely responsible for paying any and all deductibles.



Each certificate of insurance shall identify this Agreement or the project set forth in the Scope of Work and shall provide that the coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate of insurance addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

**10.00 BONDS:** Contractor shall furnish a performance bond, payment bond, and warranty bond in an amount determined by the Town, but in any event at least equal to the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents, including but not limited to the guaranty period. These bonds shall remain in effect at least until one year after the date of final payment. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Colorado and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570, amended, by the Audit Staff, Bureau of Account, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in Colorado is terminated, or it ceases to meet the requirements of clauses (i) and (ii) of this section, Contractor shall, within five (5) days thereafter, substitute another bond and surety, both of which shall be acceptable to the Town.

**11.00 NO WAIVER OF GOVERNMENTAL IMMUNITY:** The parties hereto understand and agree that the parties are relying on, and do not waive or intend to waive by any provision of this Agreement or the remainder of the Contract Documents, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §2410101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the parties, their officers, agents or their employees.

**12.00 INDEMNIFICATION:** The Contractor agrees, to the fullest extent permitted by law, to indemnify, defend and hold the Town, the United States Government, FEMA (if FEMA funding is part of the funding for the Work), the State of Colorado, their agencies, employees, officials and agents ("Indemnitees") harmless from any and all claims, settlements, judgments, damages and costs, including reasonable attorney fees, of every kind and nature made, to include all costs associated with the investigation and defense of any claim, rendered or incurred by or on behalf of the Indemnitees, that may arise, occur, or grow out of any errors, omissions, or negligent acts, done by the Contractor, its employees, subcontractors or any independent consultants working under the direction of either the Contractor or any subcontractor in the performance of this Contract. The Contractor is not obligated to indemnify the Town for the Town's own negligence.

**13.00 TERMINATION FOR CONVENIENCE:** This Agreement and the performance of the Scope of Work hereunder may be terminated at any time in whole, or from time to time in part, by the Town for its convenience. Any such termination shall be effected by delivery to the Contractor of a written notice ("Notice of Termination") specifying the extent to which performance of the Scope of Work is terminated and the date upon which termination becomes effective. If the Agreement is terminated, the Contractor shall be paid on a pro-rated

basis of work status satisfactorily completed, under the detailed Scope of Work. The portion of the Scope of Work satisfactorily completed but not yet accepted by the Town shall be determined by the Town.

**14.00 EVENTS OF AND TERMINATION FOR DEFAULT:**

- (1) The Town may serve written notice upon the Contractor of its intention to terminate this Agreement in the presence of one of the following events of default:
  - Contractor should fail to initiate the Scope of Work at the agreed upon time;
  - The performance of the Scope of Work is being unnecessarily or unreasonably delayed;
  - The Scope of Work is not completed within the time specified or within the time to which completion of the Scope of Work has been extended;
  - Contractor should fail to make prompt payments for labor, materials or to subcontractors;
  - Contractor shall willfully violate this Agreement or disregard laws, ordinances or instructions of the Town;
  - Contractor shall abandon performance of the Scope of Work;
  - The Contract or any part thereof has been assigned, transferred or sublet without Town approval;
  - Contractor shall become insolvent or adjudged bankrupt; or
  - Contractor shall refuse to remove materials or perform any work within the Scope of Work as shall have been rejected as defective or unsuitable.
- (2) Such written notice shall contain the reasons for the intention to terminate this Agreement and provide a five (5) business day period during which the Contractor may cure the event of default. A failure to timely cure the event of default shall authorize the Town to immediately terminate this Agreement and take whatever steps it deems necessary to complete the Scope of Work, if so desired by the Town in its sole discretion. The costs and charges incurred by the Town, together with the costs of completion of the Scope of Work shall be deducted from any monies owed to Contractor. If the expense incurred by the Town is greater than the sums payable under this Agreement, the Contractor shall pay the Town, within sixty (60) days of demand therefor the amount of such excess cost suffered by the Town.

**15.00 LIABILITY FOR EMPLOYMENT-RELATED RIGHTS AND COMPENSATION:** The Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Contractor's employees, including, without limitation, federal and state laws governing wages and overtime, equal

employment, safety and health, employees' citizenship, withholdings, reports and record keeping. Accordingly, the Town shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits or any other amenities of employment to any of the Contractor's employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

The Town will not include the Contractor as an insured under any policy the Town has for itself. The Town shall not be obligated to secure nor provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor's employees, sub-consultants, subcontractors, agents, or representatives, including but not limited to coverage or benefits related to: local, state, or federal income or other tax contributions, FICA, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension or retirement account contributions, profit sharing, professional liability insurance, or errors and omissions insurance. The following disclosure is provided in accordance with Colorado law:

**CONTRACTOR ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONTRACTOR OR SOME ENTITY OTHER THAN THE TOWN PROVIDES SUCH BENEFITS. CONTRACTOR FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. CONTRACTOR ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.**

To the maximum extent permitted by law, the Contractor waives all claims against the Town for any Employee Benefits; the Contractor will defend the Town from any claim and will indemnify the Town against any liability for any Employee Benefits for the Contractor imposed on the Town; and the Contractor will reimburse the Town for any award, judgment, or fine against the Town based on the position the Contractor was ever the Town's employee, and all attorneys' fees and costs the Town reasonably incurs defending itself against any such liability.

**16.00 GOVERNING LAW AND VENUE:** Venue for any and all legal matters regarding or arising out of the transactions covered herein shall be solely in the District Court in and for Boulder County, State of Colorado. This transaction shall be governed by the laws of the State of Colorado.

**17.00 ASSIGNMENT:** The Contractor shall not assign any of his rights or obligations under this Agreement without the prior written consent of the Town. Upon any assignment, even though consented to by the Owner, the Contractor shall remain liable for the performance of the work under this agreement.

**18.00 LAWFUL PERFORMANCE:** It is further agreed that no party to this Agreement will perform contrary to any state, federal, or county law, or any of the ordinances of the Town of Lyons, Colorado.

**19.00 INVALID SECTIONS:** Should any section of this Agreement be found to be invalid, it is agreed that all other sections shall remain in full force and effect as though severable from the invalid part.



**20.00 NOTICE:** Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by delivery of same in person to the addressee or by courier delivery via Federal Express or other nationally recognized overnight air courier service, by electronically-confirmed facsimile or email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

**The Town:**

Town of Lyons  
Attention: Town Administrator  
432 5<sup>th</sup> Avenue  
P O Box 49  
Lyons, CO 80540

**With copies to:**

Attn: Town of Lyons Town Attorney  
Kissinger & Fellman, P.C.  
Ptarmigan Place, Suite 900  
3773 Cherry Creek North Drive  
Denver, CO 80209

**Contractor:**

A & R Fence, LLC.  
C/o: Krissy Prichard/Adan Garcia  
7379 Russel Cir.  
Frederick, CO 80504

**With a copy to:**

**Exhibits:**

**Exhibit 1:** Email Quote Request, specs/scope, project detail, site map, existing conditions/photos

**Exhibit 2:** A & R Fence Quote/Estimate

***SIGNATURE PAGE FOLLOWS***

THIS AGREEMENT is executed and made effective as provided above.

TOWN OF LYONS

Board of Trustees approval  
of the Municipal Code

required per § 4-3-40  
ATTEST:

By: \_\_\_\_\_  
Dolores Vasquez, Town Clerk

By: \_\_\_\_\_  
Hollie Rogin, Mayor

OR

Town Administrator approval  
of the Municipal Code

required per § 4-3-40

\_\_\_\_\_  
Administrator

By: \_\_\_\_\_  
Victoria Simonsen, Town

CONTRACTOR

By: \_\_\_\_\_  
Krissy Prichard/Adan Garcia-

A&R Fence, LLC.

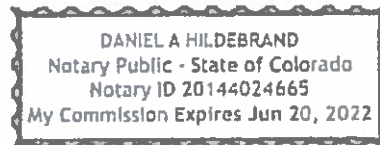
STATE OF COLORADO )

COUNTY OF WELD ) ss.

The foregoing Construction Agreement was acknowledged before me this 3 day of May, 2022, by Kristian Prichard as manager of A+R fence, a Llc.

Witness my hand and official seal. Daniel A Hildebrand

My commission expires: June 20, 2022.



Notary Public  
(Required for all contracts pursuant to C.R.S. § 8-40-202(2)  
(b)(IV))



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/25/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Paul A Fazzini 415 Denver Ave Ste B Ft Lupton CO 80621		<b>CONTACT NAME:</b> paul a fazzini <b>PHONE (A/C, No, Ext):</b> 303-857-6863 <b>FAX (A/C, No):</b> 303-857-6986 <b>EMAIL:</b> pfazzini@farmersagent.com <b>ADDRESS:</b>	
<b>INSURED</b> A & R FENCE LLC, DBA. A & R FENCE LLC 33858 State Highway 52 Keenesburg CO 80643		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Clear Spring Property and Casualty Company NAIC # 15563 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

### COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR / LTR	TYPE OF INSURANCE	ADD'G USER / INSD: Y/N	POLICY NUMBER	POLICY EFF / (MM/DD/YYYY)	POLICY EXP / (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER		CB000774201	08/24/2021	08/24/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - CC/TP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DEF RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE   OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule may be attached if more space is required)

RESIDENTIAL INSTALLATION AND REMOVAL OF OLD AND FALLEN FENCING AND REPAIR TO EXISTING FENCING

### CERTIFICATE HOLDER

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Paul A Fazzini*

*Handwritten initials*

## Dave Cosgrove

**From:** Dave Cosgrove  
**Sent:** Tuesday, March 22, 2022 4:08 PM  
**To:** arfences42@gmail.com  
**Subject:** FW: Town of Lyons - Fence Price Quote  
**Attachments:** Lyons Recycle Fence Proposed Layout.pdf; Lyons Recycle Fence Area 1.jpg; Lyons Recycle Fence Area 2.jpg

Hello-

Thanks for your time on the phone. I looked up your company on-line while researching companies in the area to complete a fencing project here in Lyons. I am attaching a map/layout with a rough sketch of where we intend to install the fence and a couple photos of existing conditions. We will be moving the jersey barriers of course and performing some other clean up and grading. There is existing fence at the two ends to tie into.

Please let me know if you are interested in this work and can provide a bid/quote based on the following:

Installation of 400' of black vinyl coated chain link fence, 8' high. Black 9 ga (8ga OD). 2" Mesh.  
2 3/8" OD line posts-poly standard weight pipe, 0.154" wall thickness  
1 5/8" OD top rail-poly standard weight pipe, 0.140" wall thickness  
2 7/8" OD terminal posts-poly standard weight pipe, 0.203 wall thickness

Posts should be set at no more than 9' on center at a depth of 3' min. and a min. diameter of 12"

**Fittings:**

Tension and Brace Bands  
Caps, Eye Tops and Rail Ends  
Sleeves  
Tie Wires

All with Poly Coating, 3mils Min. over hot dipped galvanized pressed steel or can be aluminum for the caps, eye tops and rail ends. Tie Wires over coated steel wire.

Installation of one 16' (two 8' panels) x 8' high double swing gate  
Installation of one 4' x 8' High single swing pedestrian gate  
Commercial hardware and lockable latches-no locks

Can consider options on specs if provided.

Please let me know should you have any questions. Look forward to hearing from you.

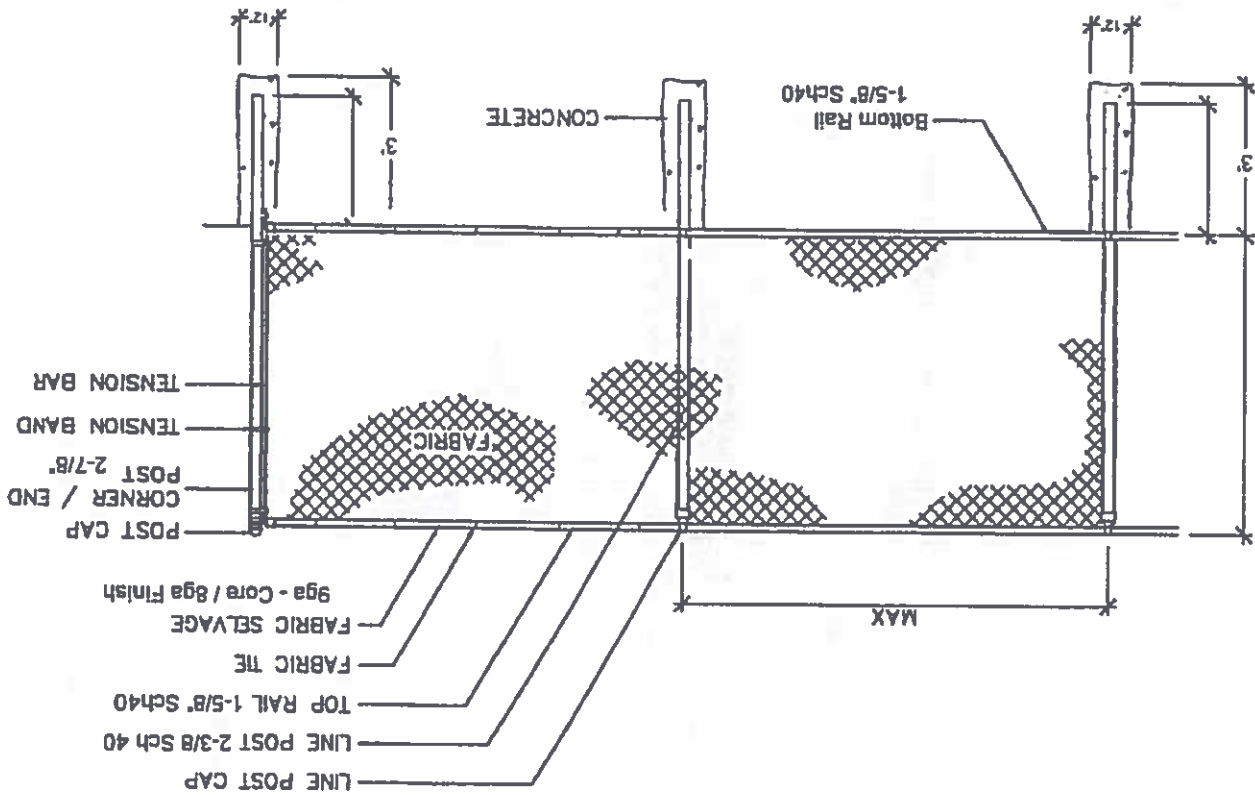




G&G CONTRACTORS, LLC. 970-690-8710

# 8' CHAIN LINK FENCING DETAIL

Chainlink: 9ga Core/8ga Finish /Fuse Bond  
 Color: Black  
 Post Hole Depth: 3'  
 Post Hole Dia: 12"



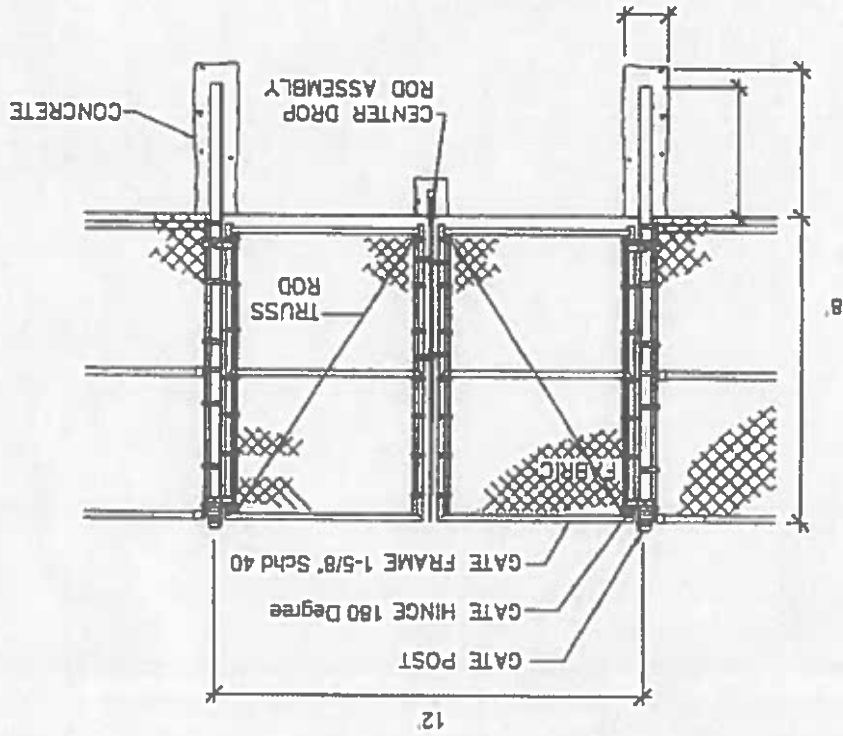


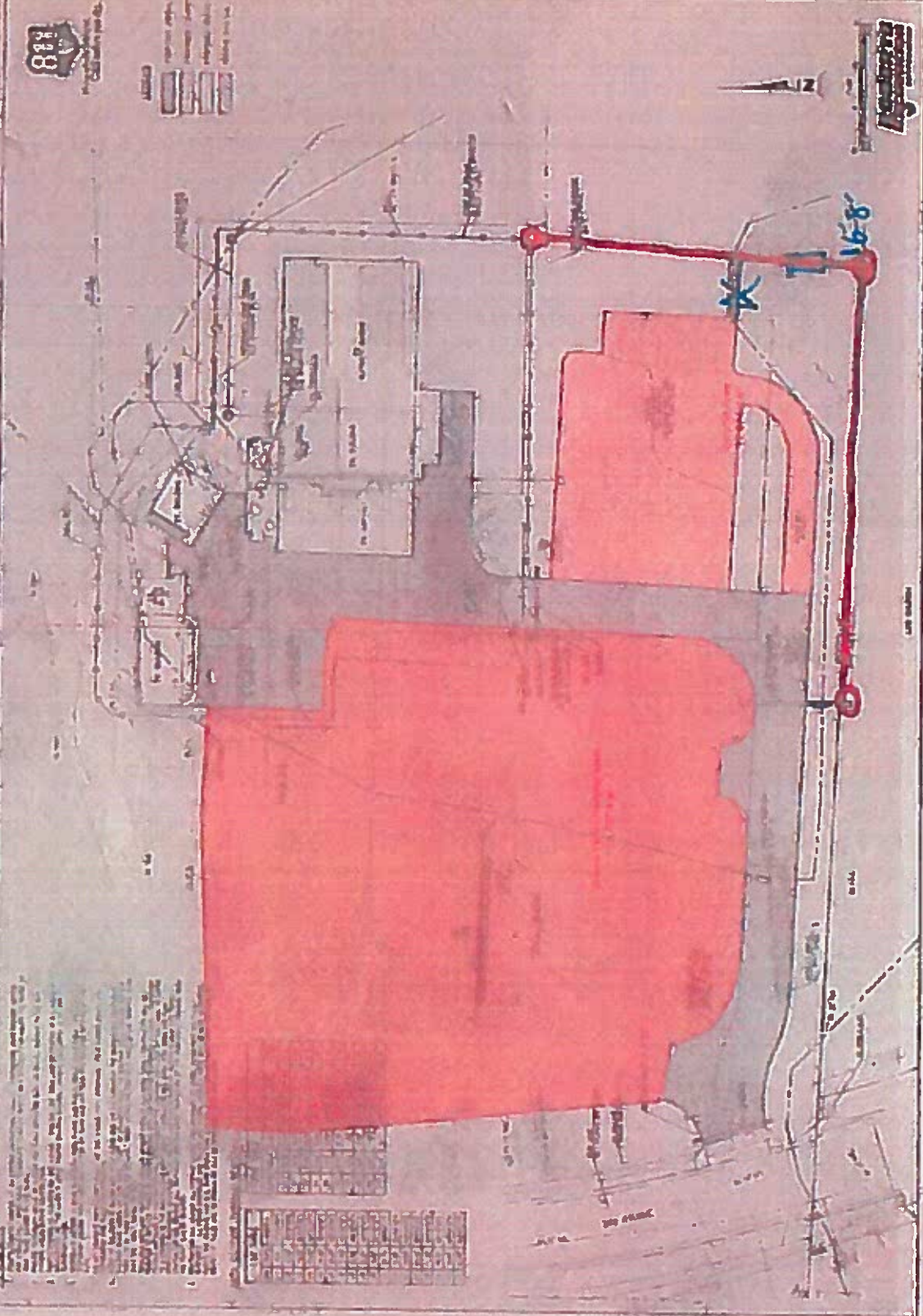
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G&G CONTRACTORS, L.L.C.

# 8' CHAIN LINK GATE DETAIL

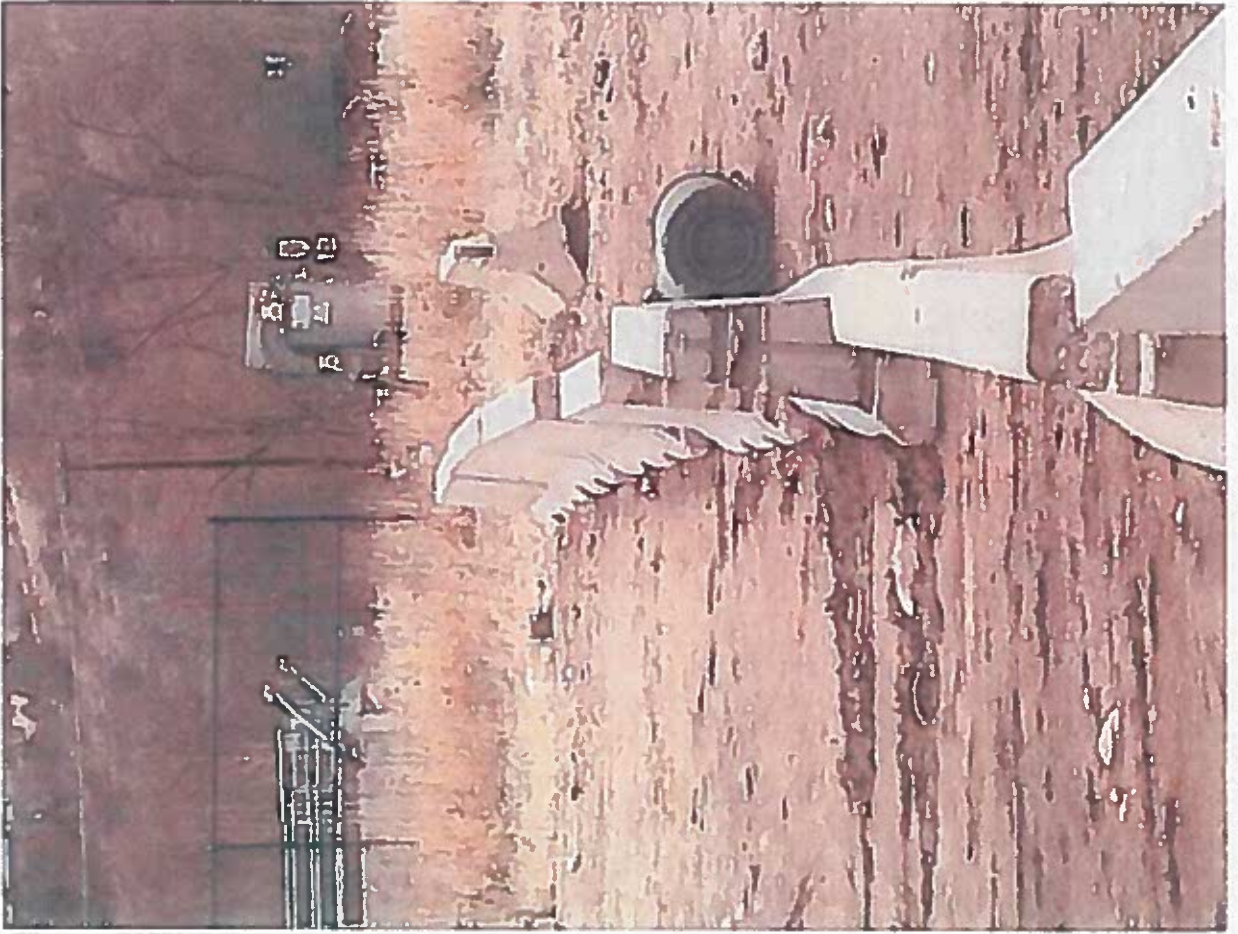
Chainlink: 9ga Core/Bga Finish/Fuse Bond  
Gate Fabric to Match Fence  
Color Black

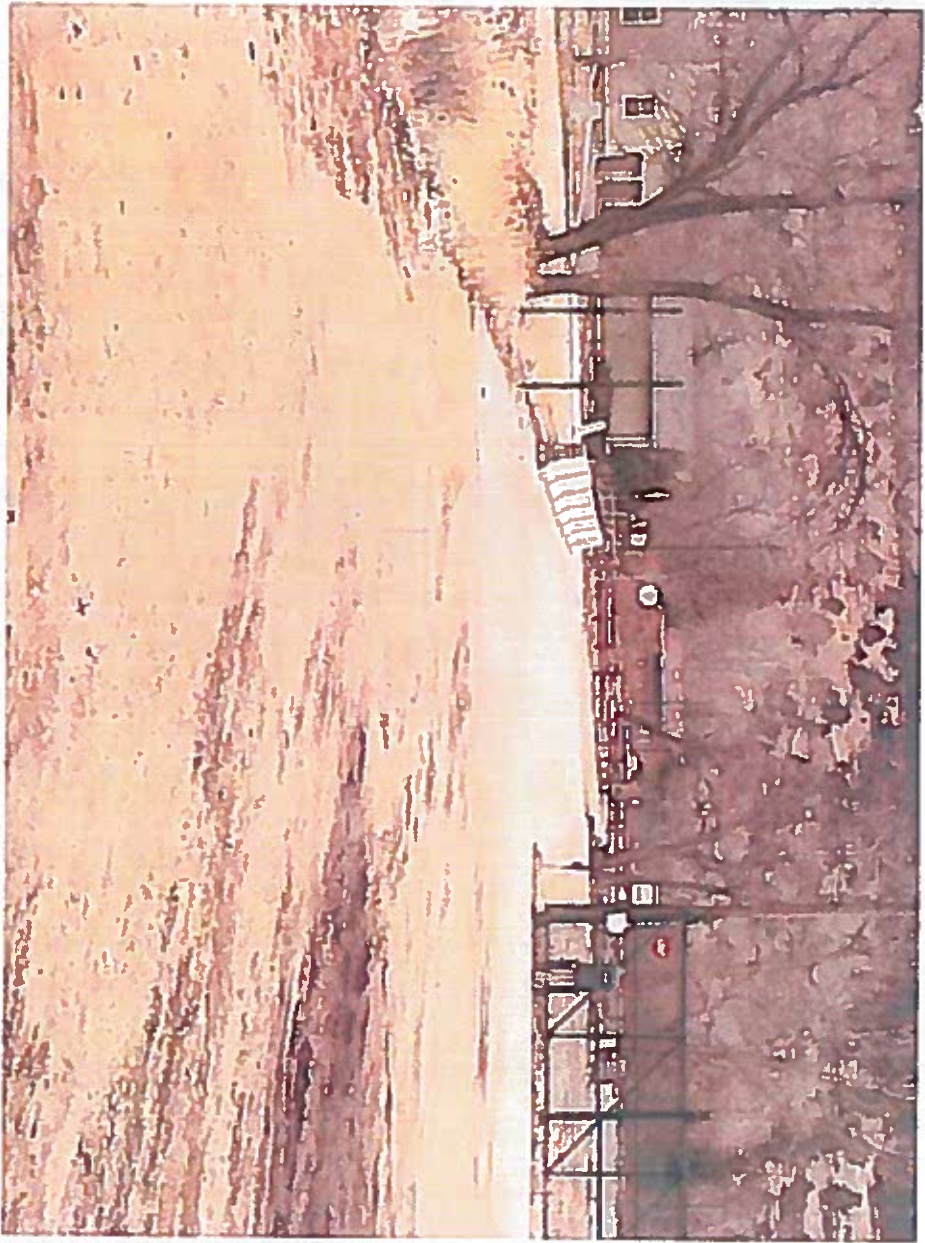




The following information is provided for your reference:  
 1. The site plan shows the proposed location of the building and driveway.  
 2. The building footprint is highlighted in red.  
 3. The parking area is shown to the left of the building.  
 4. The driveway is indicated by a dashed line.  
 5. The site boundaries are shown by a solid line.  
 6. The red line with circular markers indicates a utility line or boundary.  
 7. The blue handwritten letters 'K' and '168' indicate specific locations or measurements.  
 8. The north arrow is located in the upper right corner.  
 9. The scale bar is located in the upper right corner.  
 10. The legend and title block are located in the upper left corner.











## A&R Fence llc

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ESTIMATE  
EST0244

DATE  
04/13/2022

TOTAL  
USD \$19,910.41

TO

**Dave Cosgrove**

Lyons, CO  
davec@townoflyons.com

DESCRIPTION	RATE	QTY	AMOUNT
8' chain link material Black vinyl coated	\$32.75	365	\$11,953.75
8' chain link installation	\$14.00	365	\$5,110.00*
4' gate	\$500.00	1	\$500.00*
8' swing gate	\$1,000.00	2	\$2,000.00*
SUBTOTAL			\$19,563.75
TAX (2.9%)			\$346.66
TOTAL			USD \$19,910.41

\* Indicated non-taxable items  
This price includes material and labor. Price is subject to change two weeks from time of estimate unless locked in with a contract. We are not responsible for private locates.

Thank you for your business!

