



**TOWN OF CASTLE ROCK
EQUIPMENT AND SERVICES ACQUISITION AGREEMENT
(Castle Rock Reservoir 1 & 2 Fencing)**

DATE: July 21, 2026

PARTIES: **TOWN OF CASTLE ROCK**, a Colorado municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 ("Town").

IDEAL FENCING CORP, LLC, a Delaware limited liability company, 10225 Westmoor Drive, Suite 205, Westminster, Colorado 80021-2702 ("Contractor").

RECITALS:

- I. The Town issued a Request for Bids from qualified Contractors with expertise in fence installation services.
- II. Contractor timely submitted its Bid.
- III. The Town hereby engages Contractor to provide the services more fully described in the following Agreement and Exhibits.

TERMS:

1. **Scope of Work.** Contractor shall perform all of the services and provide all materials, goods, products, equipment, and or deliverables as set forth on ***Exhibit 1*** ("Work"). Contractor shall deliver all materials, goods, products, equipment and or deliverables at the location specified by the Town, by the date mutually agreed upon by the Parties, but in no event no later than the expiration of the Term of the Agreement. Contractor shall complete the Work consistent with standards and practices of the profession.

2. **Payment.** The Town's total obligation to Contractor under this Agreement for the Work shall not exceed **\$358,229.00**, including for transportation and or delivery expenses, unless authorized by the Town by written amendment. Contractor shall invoice Town for the Work rendered in accordance with the rate and fee schedule set forth in ***Exhibit 1***. Town may withhold payment in whole, or in part, for the Work found by the Town to be defective, untimely, unsatisfactory, or otherwise not conforming to this Agreement, not in conformance with all applicable federal, state, and local laws, ordinances, rules and regulations, or if Contractor is in default of the Inspection and Warranty Section herein, below ("disputed Work"). The Town shall not be required to pay for disputed Work until the dispute is resolved. Subject to the foregoing, Town shall remit payment to Contractor, whether in whole or in part within thirty (30) days of receipt of such invoice.

3. **Term.** Contractor understands time is of the essence in this Agreement. The term of this Agreement shall commence upon execution of this Agreement and expire on **December 31, 2026** (the "Term"). The Parties may mutually agree to extend the Term of this Agreement under the same terms and conditions by executing a written amendment to this Agreement prior to expiration of the Agreement. Nothing in this Section prohibits the Parties from amending the



Payment Section and/or incorporating an updated rate and fee schedule should the Parties elect to extend the Term of the Agreement. Contractor shall devote adequate resources to assure timely completion of the Work in accordance with the standards specified in this Agreement. Contractor shall perform the Work under this Agreement using a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement.

4. **Termination.** Town shall have the right to terminate this Agreement with or without cause at any time with ten (10) days' written notice to Contractor. The Town's only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination. Upon termination, Contractor shall immediately turn over all work product, materials, and/or deliverables created up to the point of termination.

5. **Subcontractors.** Contractor may utilize subcontractors to assist with specialized services/work as necessary to complete the Work. Contractor will submit any proposed subcontractor and the description of subcontractor services/work to the Town for its prior approval.

6. **Inspection and Warranty.** Town reserves the right to inspect the Work provided under this Agreement at all reasonable times and places during the Term of this Agreement. Alternatively, the Town may refuse the Work and cancel all or any part of this Agreement if Contractor fails to deliver all or any part of the Work in accordance with the terms and conditions of this Agreement. Failure by the Town to inspect and test the Work shall not relieve Contractor of such responsibility. Any acceptance by the Town shall not be deemed a waiver or settlement of any defect or nonconformity in such Work. If Town elects to accept nonconforming or defective Work, Town, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate Town for the nonconformity or defect. Contractor expressly warrants that all materials, goods, products, and/or equipment furnished under this Agreement shall be free from defects in materials or workmanship, are installed properly and in accordance with the manufacturer recommendations or other industry standards, and will function in a failure-free manner for a period of one (1) year from the date of delivery or installation. Contractor shall, at its option, repair or replace any materials, goods, products, and/or equipment provided under this Agreement to the Town that fail to satisfy this warranty during the warranty period. Additionally, Contractor agrees to assign to the Town all written manufacturer warranties relating to the supplies, materials, goods, products, and/or equipment and to deliver such written warranties to the Town.

7. **Risk of Loss.** With respect to any materials, goods, products, and/or equipment provided under this Agreement, risk of loss shall not pass to the Town until such materials, goods, products, and/or equipment has been received and accepted by the Town, pursuant to the Inspection and Warranty Section herein, above, at the destination specified by the Town. Contractor assumes full responsibility for packing, crating, marking, transporting, and liability for loss or damage in transit, notwithstanding any agreement by the Town to pay freight, express or other transportation charges.

8. **Assignment.** This Agreement shall not be assigned by Contractor without the written consent of the Town.



9. **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 certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth on the first page of this Agreement, or at such other address as has been previously furnished in writing to the other Party or Parties. Such notice shall be deemed given when deposited in the United States mail.

10. **Insurance.**

A. **General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the Term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VII" or better. Each policy shall require notification to the Town in the event any of the required policies are cancelled or non-renewed before the expiration date thereof. Such written notice shall be sent to the Parties identified in the Notices Section of this Agreement. Such notice shall reference the Town. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Town by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s). Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement. All commercial and automobile liability policies shall have the following additional provisions:

- Severability of interests or separation of insureds provision;
- Provision that coverage is primary and non-contributory with other coverage maintained by the Town;
- The underlying Agreement is an "insured contract" under the policy;
- Defense costs shall be outside the policy limits for liability coverage.

B. **Proof of Insurance:** Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as ***Exhibit 2***, preferably an ACORD form, complies with all insurance requirements of this Agreement. The Town's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the Town's rights or remedies under this Agreement. Each certificate shall identify the Project and shall provide that coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. If the words "endeavor



to” appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town may require additional proof of insurance, including but not limited to policies and endorsements.

C. **Additional Insureds:** For Commercial General Liability, Automobile Liability, and Excess/Umbrella Liability, Contractor and subcontractor’s insurer(s) shall include the Town, its elected and appointed officials, officers, employees, agents and volunteers acting within the course and scope of their duties for the Town as additional insured.

D. **Waiver of Subrogation:** For all coverages required under this Agreement, Contractor’s insurer shall waive subrogation rights against the Town, its elected and appointed officials, officers, employees, agents and volunteers acting within the course and scope of their duties for the Town.

E. **Subcontractors:** Contractor shall confirm and document that all subcontractors (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of Work provided.

F. **Workers’ Compensation and Employer’s Liability Insurance:** Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer’s Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

G. **Commercial General Liability:** Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each occurrence and \$2,000,000 products and completed operations aggregate, and \$2,000,000 general aggregate (per project). The policy shall provide coverage for all claims for bodily injury, property damage (including loss of use), products and completed operations, and contractual liability.

H. **Excess/Umbrella Liability:** Contractor shall maintain excess liability limits of \$2,000,000. Coverage must be written on a “follow form” or broader basis. Any combination of primary and excess coverage may be used to achieve required limits.

I. **Automobile Liability:** Contractor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing work under this Agreement.

11. **No Waiver of Colorado Governmental Immunity Act.** The Parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to Town, its officers, or its employees.



12. **Indemnification.** Contractor expressly agrees to indemnify, defend and hold harmless Town or any of its officers, agents or employees from any and all claims, damages, liability, or court awards including attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including, but not limited to, any person, firm, partnership, or corporation, to the extent caused by the negligent acts, errors or omissions of Contractor or any of their employees or agents in performing Work pursuant to this Agreement. In the event that any such suit or action is brought against Town, Town will give notice within ten (10) days thereof to Contractor. These defense and indemnification obligations shall survive the expiration or termination of this Agreement.

13. **Delays.** Any delays in or failure of performance by any Party of the obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such Party.

14. **Additional Documents & Entire Agreement.** The Parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement. Further, this Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

15. **Time is of the Essence.** If any payment or any other condition, obligation, or duty is not timely made, tendered or performed by either Party, then this Agreement, at the option of the Party who is not in default, may be terminated by the non-defaulting Party, in which case, the non-defaulting Party may recover such damages as may be proper.

16. **Default and Remedies.** In the event either Party should default in performance of its obligations under this Agreement, and such default shall remain uncured for more than ten (10) days after notice of default is given to the defaulting Party, the non-defaulting Party shall be entitled to pursue any and all legal remedies (subject to the following limitations on damages), and recover its reasonable attorney's fees and costs in such legal action. No Party will be entitled to lost profits or incidental, consequential, punitive or exemplary damages in the event of a default.

17. **Waiver.** A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

18. **Venue, Choice of Law and Disputes.** Venue for all legal actions shall lie in the District Court in and for the County of Douglas, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Municipal Code, rules, regulations, Executive Orders, and fiscal rules of the Town.

19. **Americans with Disabilities Act.** Contractor agrees to ensure that any deliverables, work, services, or equipment developed, designed, constructed or produced pursuant



to this Agreement, to include website design services, will comply with all requirements of the Colorado Anti-Discrimination Act, Title II of the Americans with Disabilities Act and, where applicable, Section 504 of the Rehabilitation Act and the Architectural Barriers Act. To the extent any deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement fail to comply with the requirements of this Section, Contractor shall indemnify the Town in accordance with the terms of this Agreement and, at the Town's option, shall re-visit, re-construct, or similar, the non-compliant deliverable, work, service, or equipment, or reimburse the Town for the cost associated with bringing the non-compliant deliverable, work, service or equipment into compliance. These indemnification obligations shall survive the expiration or termination of this Agreement.

20. **No Discrimination in Employment.** The Town is a governmental agency and, therefore, in connection with the performance of Work or Services under this Agreement, Contractor shall not refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability, or any other protected class under Federal or State law; and Contractor shall insert the foregoing provision in any subcontracts hereunder.

21. **Title VI Compliance.** To the extent applicable, Contractor shall ensure its current and future compliance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq., as amended, which prohibits the exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin.

22. **Advertising and Public Disclosure.** Contractor shall not include any reference to this Agreement or goods or services provided pursuant to this Agreement in any of Contractor's advertising or public relations materials without first obtaining the written approval of the Town. Nothing herein, however, shall preclude the transmittal of any information to officials of the Town, including without limitation, the Town Attorney, Town Manager, and the Town Council.

23. **Authority.** The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the Town and the Contractor and bind their respective entities. This Agreement is executed and made effective as provided above.

24. **Independent Contractor.** Nothing herein contained shall ever be construed as to constitute the Parties hereto as a partnership or joint venture. The Parties hereby represent that Contractor is acting in the capacity of an independent contractor with respect to the Town for all purposes under this Agreement. Contractor represents and warrants that Contractor is free from the Town's direction and control in the performance of Contractor's obligations under this Agreement and that Contractor has an independent business doing the specific type of work or services which are the subject of this Agreement. More specifically, Contractor represents and warrants that the Town does not control what work or services Contractor will perform or the manner in which such work or services will be performed. Contractor is not covered by any worker's compensation insurance or any other insurance maintained by the Town except as would



apply to members of the general public. Contractor shall not create any indebtedness on behalf of the Town.

25. **No Third-Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Town and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Town or Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

26. **Counterparts & Electronic Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to constitute one and the same instrument. Each of the Parties hereto shall be entitled to rely upon a counterpart of the instrument executed by the other Party and sent by electronic mail. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

27. **Licenses/Taxes.** Contractor affirms it is licensed to do business in the State of Colorado and is in good standing. Further, Contractor shall be solely responsible for paying all applicable taxes associated with or arising out of this Agreement.

28. **Priority of Provisions.** In the event that any terms of this Agreement and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control: (1) this Agreement; (2) Exhibit containing Contractor's Certificate of Insurance; and (3) Exhibit containing the Scope of Work and Fee Schedule.

ATTACHED EXHIBITS:

EXHIBIT 1 – SCOPE OF WORK AND FEE SCHEDULE

EXHIBIT 2 – CONTRACTOR'S CERTIFICATE OF INSURANCE



ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Mayor

Approved as to form:

Approved as to content:

Michael J. Hyman, Town Attorney

Mark Marlowe, Director, Castle Rock Water

CONTRACTOR:

IDEAL FENCING CORP, LLC

By: _____
box SIGN 4KP3ZYR7-17QLZQ39
(Signature)

Lalu Prasad
(Print Name)

Its: VP, RoadGuard
(Title)

EXHIBIT 1

SCOPE OF SERVICES AND FEE SCHEDULE

**TOWN OF CASTLE ROCK
CRR1 AND CRR2 FENCING PROJECT
FEE SCHEDULE**

	Item Description	Estimated Quantity	Units	Unit Cost	Total Cost
1	Mobilization/Demobilization	1	LS	27,000	27,000
2	Clearing and Grubbing	1	LS	1,800	1,800
3	Surveying and Construction Layout	1	LS	5,200	5,200
4	Removal and Disposal of Existing Wire Fencing	9,020	LF	.95	8,569
5	6-FT Tall Black Vinyl-Coated Chain Link Fence with 3-Strand Barbed Wire	9,020	LF	31	279,620
6	16-FT Wide Black Vinyl-Coated Rolling/Slide Gate Installation	3	EA	3,300	9,900
7	38-FT Wide Black Vinyl-Coated Rolling/Slide Gate Installation	1	EA	6,900	6,900
8	16-FT Wide Black Vinyl-Coated Swing Gate Installation	4	EA	2,100	8,400
9	24-FT Wide Black Vinyl-Coated Swing Gate Installation	1	EA	2,300	2,300
10	3-FT Wide Black Vinyl-Coated Mangate Installation	2	EA	1,100	2,200
11	Fence Tie-ins to Existing Lift Station Fencing	2	EA	1,600	3,200
12	Barbed Wire Installation on Existing Lift Station Fencing	190	LF	6	1,140
13	Erosion Control (Compost Blanket)	1	LS	2,000	2,000
Total				\$358,229.00	

Notes: LF = linear feet, EA = each, LS = lump sum. All gates to be 6-FT tall with 3-strand barbed wire on top.



New chain link 3-strand b... Approximately Generally existing p...

3-ft Mangate

24-ft Swing Gate

3-ft Mangate

16-ft Rolling Gate

38-ft Rolling Gate

Barbed wire to be added on east side of existing fencing.

Barbed wire

Vinyl-Coated Fence - on barbed wire top
Slide Gate
Gate
Mangate



Plum Creek

Plum Creek

all required utility locates, verifying the location of existing public and private utilities, verifying property lines, and obtaining all necessary permits and approvals prior to the start of work. The Contractor shall be responsible for all costs associated with utility locates and permits.

The Contractor shall be responsible for the completion of the intended improvements shown on these drawings as well as for obtaining all necessary permits and approvals prior to the start of work.

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5. Tension bars shall be fabricated from merchant quality steel bar and shall be no less than 3/16- by 3/4-inch diameter. Minimum length of tension bar shall be 2 inches less than the full height of the chain-link fabric.

6. Truss rods shall be fabricated from 3/8-inch minimum merchant quality steel rod and hot-dip galvanized wire. Truss rods shall be capable of withstanding a tension of 2,000 lbs.

7. Tension wire shall be 7 gauge Marcellled, galvanized steel tension wire, hot-dip galvanized, with black PVC coating.

8. Gate material shall be PVC coated, galvanized steel, or PVC coated aluminum. Contractor shall submit gate material for approval prior to fabrication.

9. Welds shall be cleaned and coated with a suitable rust-preventive cold galvanizing compound applied in accordance with the manufacturer's instructions.

10. Gates shall utilize chain-link fabric and three strands of barbed wire, matching that of the fence.

11. Gate frame shall accommodate three strands of barbed wire uniformly spaced and positioned so that the horizontal member of the gate frame. Barbed wire shall be attached by suitable means to prevent wire from pulling out of the gate frame member at maximum intervals of 8 ft. Barbed wire shall match that used throughout other chain link fences.

12. Gates shall be braced to prevent sag and twist.

13. The gate frame shall be designed for the width built so that the outer member shall not sag in excess of 1/4 inch.

14. Before installing chain-link fence, all indicated site clearing and subgrade preparation should be completed. Contractor must ensure all underground utilities are properly marked prior to drilling post holes.

15. Follow general contour of ground and properly align.

16. Fence Posts:

A. Terminal posts shall be set at least 3 feet into concrete footings, not less than 12 inches in diameter and 4 feet high.

B. Gate posts shall be set at least 3 feet into concrete footings, not less than 16 inches in diameter and 4 feet high.

C. Intermediate posts shall be set at least 3 feet in concrete footings not less than 12 inches in diameter and 4 feet high.

D. Footings shall extend 2 inches above rough grade and be rounded off to divert water from post.

E. Install plumb and in straight alignment.

F. Temporarily brace until concrete in bases has set.

G. Set intermediate posts no more than 8 feet apart or 8 feet from a gate or corner post for chainlink fence.

4. Top Rails:

A. The top rail is to pass through the intermediate post tops and form a continuous brace from end to end.

B. The top rail is to be fastened to the terminal posts with galvanized-steel brace bands and malleable iron fittings.

C. Install expansion couplings at each joint.

5. Post Bracing:

A. Braces shall be fastened to posts with galvanized-steel brace bands and malleable iron fittings.

B. A 3/8-inch galvanized-steel truss rod with tightener is to be fastened similarly to the center of the intermediate post.

C. Corner posts shall have two complete brace assemblies.

D. Install after concrete in post bases has set.

E. Install so posts are plumb when diagonal rod is under tension.

6. Post Tops and Barbed Wire Supporting Arms: Install on each post.

7. Gates:

A. Install plumb, level, and free swinging through full opening without interference.

B. The maximum clear distance between gate leafs shall be 3 inches.

C. Install all hardware.

MEASUREMENT AND PAYMENT OF WORK ITEMS

PART 1 GENERAL

- A. The CONTRACTOR shall furnish all labor, tools, and materials necessary to complete the project as described in the drawings and specifications, in accordance with the Contract Documents. Although such work may not be specifically shown, described or specified, furnish and install all supplementary and miscellaneous items, appurtenances and devices incidental to or necessary for a complete project.
- B. The work shall be coordinated with the work of any other contractors and sub-contractors and activities on any related projects and with any adjacent property owners.

PART 2 MEASUREMENT AND PAYMENT

2.1 ITEM NO. 1 – MOBILIZATION/DEMOBILIZATION

- A. Item No. A1, **Mobilization/Demobilization** shall consist of the mobilization and demobilization of personnel, equipment and supplies at the project site in preparation for work. **This item shall include costs for work, such as CONTRACTOR's quality control, CONTRACTOR's signage, permits** and any costs associated with project start-up, project completion, as-constructed drawings and all other costs incurred or labor and operations which must be performed prior to beginning the other items under the contract and on-going costs for items such as the field office. The costs shall be limited to 5% or less of the total bid.
- B. Partial payments for Mobilization & On-going Project Costs will be made as work progresses and can be billed at the same percentage as the total work complete.

2.2 ITEM NO. 2 – CLEARING AND GRUBBING

- A. Item No. 2, **Clearing and Grubbing**, measured for payment on a Lump Sum (LS) basis, shall consist of clearing and legal disposal of vegetation such as trees and shrubs and dead vegetation on the ground, such as stumps of previously cut trees, that may hinder the progress of work. Materials cleared and grubbed shall not be used as fill or backfill material unless otherwise approved by the OWNER.
- B. Payment for Clearing and Grubbing, including removal and legal disposal of any materials will be made at the Contract Lump Sum (LS) price in accordance with the Contract Documents.

2.3 ITEM NO. 3 – Surveying and Construction Layout

- A. Item No. 3, **Surveying and Construction Layout**, measured for payment on a Lump Sum (LS) basis, shall consist of furnishing all labor, materials, equipment, and incidentals necessary to perform surveying and construction layout required for completion of the Work in accordance with the Contract Documents. Work shall include establishing and maintaining survey control, staking fence alignments, gates, corners, and appurtenances, and providing all layout necessary for construction.
- B. Payment for Surveying and Construction Layout will be made at the Contract Lump Sum (LS) price in accordance with the Contract Documents.

2.4 ITEM NO. 4 – Removal and Disposal of Existing Wire Fencing

- A. Item No. 4, **Removal and Disposal of Existing Wire Fencing**, measured for payment on a Linear Foot (LF) basis, shall consist of removing and legally disposing of existing wire fencing, fence fabric, barbed wire, posts, braces, gates, concrete footings, and all associated appurtenances as necessary to complete the Work as shown in the Contract Documents. Removed materials shall become the property of the Contractor unless otherwise directed by the OWNER.
- B. Payment for Removal and Disposal of Existing Wire Fencing, including all labor, equipment, transportation, and legal disposal of materials, will be made at the Contract unit price per Linear Foot (LF) in accordance with the Contract Documents.

2.5 ITEM NO. 5 – 6-FT TALL BLACK VINYL-COATED CHAIN LINK FENCE WITH 3-STRAND BARBED WIRE

- A. Item No. 5, **6-FT Black Vinyl-Coated Chain Link Fence with 3-Strand Barbed Wire**, measured for payment on a Linear Foot (LF) basis. The fabric shall have twisted at the bottom selvage and knuckle top selvage. The fence shall have a top pipe rail and bottom tension wire. The fence shall include a 3 strand barbed wire extension.

Appurtenant work such as post concrete foundation and gates will not be measured separately and shall be included in the work necessary to complete the fence. All fence fabric, framework, fittings, and appurtenances shall be black vinyl-coated over galvanized steel as specified in the Contract Documents.

- B. Payment for the accepted quantity, 90,020, of 6-Foot Black Vinyl-Coated Chain Link Fence and Gates, will be made at the Contract Linear Foot (LF) price in accordance with the Contract Documents.
- C. The Contract Drawings and Project Notes & Specifications are referenced as being the basis for acceptance of completed work.

2.6 ITEM NO. 6 – 16-FT WIDE BLACK VINYL-COATED ROLLING/SLIDE GATE INSTALLATION

- A. Item No. 6, **16-FT Wide Galvanized Rolling/Slide Gate Installation**, measured for payment on an Each (EA) basis, shall consist of furnishing and installing a complete 16-foot-wide galvanized rolling/sliding gate, including gate frame, chain link fabric, rollers, track, guide assemblies, latch hardware, posts, concrete foundations, and all appurtenances necessary for a complete and operational installation as shown in the Contract Documents. All gate framework, fabric, fittings, and appurtenances shall be black vinyl-coated over galvanized steel.
- B. Payment for the accepted quantity, 3, of 16-FT Wide Black Vinyl-Coated Rolling/Slide Gates will be made at the Contract unit price per Each (EA) in accordance with the Contract Documents.

2.7 ITEM NO. 7 – 38-FT WIDE BLACK VINYL-COATED ROLLING/SLIDE GATE INSTALLATION

- A. Item No. 7, **38-FT Wide Black Vinyl-Coated Rolling/Slide Gate Installation**, measured for payment on an Each (EA) basis, shall consist of furnishing and installing a complete 38-foot-wide galvanized rolling/sliding gate, including gate frame, chain link fabric, rollers, track, guide assemblies, latch hardware, posts, concrete foundations, and all appurtenances necessary for a complete and operational installation as shown in the Contract Documents. All gate

framework, fabric, fittings, and appurtenances shall be black vinyl-coated over galvanized steel. The 38-ft width dimension is specified as a minimum length – a wider gate may be acceptable depending on availability and price.

- B. Payment for the accepted quantity, **1**, of 40-FT Wide Black Vinyl-Coated Rolling/Slide Gate will be made at the Contract unit price per Each (EA) in accordance with the Contract Documents.

2.8 ITEM NO. 8 – 16-FT WIDE BLACK VINYL-COATED SWING GATE INSTALLATION

- A. Item No. 8, **16-FT Wide Black Vinyl-Coated Swing Gate Installation**, measured for payment on an Each (EA) basis, shall consist of furnishing and installing a complete 16-foot-wide galvanized double-swing gate, including gate leaves, chain link fabric, hinges, latch hardware, drop rods, gate posts, concrete foundations, and all appurtenances necessary for a complete and operational installation as shown in the Contract Documents. All gate framework, fabric, fittings, and appurtenances shall be black vinyl-coated over galvanized steel.
- B. Payment for the accepted quantity, **4**, of 16-FT Wide Black Vinyl-Coated Swing Gates will be made at the Contract unit price per Each (EA) in accordance with the Contract Documents.

2.9 ITEM NO. 9 – 24-FT WIDE BLACK VINYL-COATED SWING GATE INSTALLATION

- A. Item No. 9, **24-FT Wide Black Vinyl-Coated Swing Gate Installation**, measured for payment on an Each (EA) basis, shall consist of furnishing and installing a complete 24-foot-wide galvanized double-swing gate, including gate leaves, chain link fabric, hinges, latch hardware, drop rods, gate posts, concrete foundations, and all appurtenances necessary for a complete and operational installation as shown in the Contract Documents. All gate framework, fabric, fittings, and appurtenances shall be black vinyl-coated over galvanized steel.
- B. Payment for the accepted quantity, **1**, of 24-FT Wide Black Vinyl-Coated Swing Gate will be made at the Contract unit price per Each (EA) in accordance with the Contract Documents.

2.10 ITEM NO. 10 – MANGATE INSTALLATION

- A. Item No. 10, **3-FT Wide Black Vinyl-Coated Man Gate Installation**, measured for payment on an Each (EA) basis, shall consist of furnishing and installing a complete 3-foot-wide galvanized pedestrian gate, including gate frame, chain link fabric, hinges, latch hardware, gate posts, concrete foundations, and all appurtenances necessary for a complete and operational installation as shown in the Contract Documents. All gate framework, fabric, fittings, and

appurtenances shall be black vinyl-coated over galvanized steel.

- B. Payment for the accepted quantity, **2**, of 3-FT Wide Black Vinyl-Coated Man Gates will be made at the Contract unit price per Each (EA) in accordance with the Contract Documents.

2.11 ITEM NO. 11 – FENCE TIE-IN TO EXISTING LIFT STATION FENCING

- A. Item No. 11, **Fence Tie-Ins to Existing Lift Station Fencing**, measured for payment on an Each (EA) basis, shall consist of furnishing all labor, materials, equipment, and incidentals necessary to connect the new fence system to existing lift station fencing at the locations shown in the Contract Documents. Work shall include modifications to existing fencing, posts, rails, fabric, and appurtenances as required to provide a complete, secure, and continuous fence installation.
- B. Payment for Fence Tie-Ins to Existing Lift Station Fencing will be made at the Contract unit price per Each (EA) in accordance with the Contract Documents.

2.12 ITEM NO. 12 – BARBED WIRE INSTALLATION ON EXISTING LIFT STATION FENCING

- A. Item No. 12, **Barbed Wire Installation on Existing Lift Station Fencing**, measured for payment on a Linear Foot (LF) basis, shall consist of furnishing and installing barbed wire, extension arms, brackets, fasteners, and all associated appurtenances on the east side of the existing lift station fencing as shown in the Contract Documents. Work shall include any modifications required to the existing fence system to provide a complete and functional installation
- B. Payment for Barbed Wire Installation on Existing Lift Station Fencing, including all labor, materials, equipment, and incidentals, will be made at the Contract unit price per Linear Foot (LF) in accordance with the Contract Documents.



EXHIBIT 2

CONTRACTOR'S CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/29/2026

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).

PRODUCER Alliant Insurance Services, Inc. 6400 S. Fiddlers Green Circle, Ste 2000 Greenwood Village CO 80111	CONTACT NAME: Natalie Rodriguez PHONE (A/C, No. Ext): 720-617-4825 FAX (A/C, No): E-MAIL ADDRESS: Natalie.Rodriguez@alliant.com
INSURED Ideal Fencing Corp., LLC 5795 Ideal Drive Erie, CO 80516	INSURER(S) AFFORDING COVERAGE INSURER A: Executive Risk Indemnity Inc INSURER B: Federal Insurance Company INSURER C: Indian Harbor Insurance Compan INSURER D: Chubb National Insurance Compa INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1641373715**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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	54310162 54310163	5/1/2026 5/1/2026	5/1/2027 5/1/2027	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Deductible \$ 100,000
B B	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	5431-01-61 5431-04-01	5/1/2026 5/1/2026	5/1/2027 5/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp & Coll Ded \$ 10,000
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	5671-73-32	5/1/2026	5/1/2027	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Total Occ & Agg \$ 12,000,000
B B	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	Y N / A	5431-01-64 5431-03-79	5/1/2026 5/1/2026	5/1/2027 5/1/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Pollution			CEO744667109	5/1/2026	5/1/2027	Each Claim/Aggregate \$10M/\$10M Each Claim/Aggregate Retention \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)Workers Compensation Deductible: \$100,000.
Automobile Liability Deductible: \$250,000.

INSURER G: Property: Policy #ITC100065595326, Carrier Name: Starr Indemnity & Liability Co; Term: 5/1/2026-5/1/2027; Limit: Leased/Rented Equipment \$1M, Installation Floater \$1M. DEDUCTIBLE - Flat Deductible Amount: \$25,000 per occurrence except; Equipment valued at or over \$100,000: \$35,000 per occurrence; Claims involving Theft or Overturn: \$75,000 per occurrence.

See Attached...

CERTIFICATE HOLDER**CANCELLATION**Town of Castle Rock
100 N Wilcox St
Castle Rock CO 80104

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

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Alliant Insurance Services, Inc.		NAMED INSURED Ideal Fencing Corp., LLC 5795 Ideal Drive Erie, CO 80516	
POLICY NUMBER			
CARRIER	NAIC CODE		
		EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

INSURER C: WORKERS COMPENSATION: Policy #54310164, Carrier Name: Federal Insurance Company; Term: 5/1/2026-5/1/2027; Limit: Stop-Gap Coverage (for ND, OH, WA, WY): Bodily Injury By Accident - \$1,000,000 each accident; Bodily Injury By Disease - \$1,000,000 policy limit; Bodily Injury By Disease - \$1,000,000 each employee.

Insurer: Arch Specialty Insurance Company (NAIC #21199); Excess Liability (\$3,500,000); Policy Number: UXP1082243-00; Effective Date:05/01/2026; Expiration Date: 05/01/2027; EACH OCCURRENCE: \$3,500,000; AGGREGATE: \$3,500,000

Insurer: Starr Indemnity & Liability Co (NAIC #38318); Excess Liability (\$3,500,000); Policy Number: 1001261233261; Effective Date:05/01/2026; Expiration Date: 05/01/2027; EACH OCCURRENCE: \$3,500,000; AGGREGATE: \$3,500,000

Total Excess Liability Limit = \$12,000,000 Per Occurrence and Aggregate

Town of Castle Rock is included as Additional Insured where required by written contract. Coverage is primary and non-contributory and a Waiver of Subrogation applies as required by written contract.