



**TOWN OF CASTLE ROCK  
CONSTRUCTION CONTRACT  
( Parker Midsection Pipeline Project )**

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THIS CONSTRUCTION CONTRACT ("Contract") is made between the **TOWN OF CASTLE ROCK**, a Colorado municipal corporation ("Town"), 100 N. Wilcox Street, Castle Rock, Colorado 80104 and **GARNEY COMPANIES, INC.**, a Missouri corporation, 1700 Swift Street, Kansas City, Missouri 64116 ("Contractor").

In consideration of these mutual covenants and conditions, the Town and Contractor agree as follows:

**SCOPE OF WORK** The Contractor shall execute the entire Work described in the Contract.

**CONTRACT** The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, written or oral representations and agreements. The Contract incorporates the following Contract Documents. In resolving inconsistencies among two or more of the Contract Documents, precedence will be given in the same order as enumerated.

**LIST OF CONTRACT DOCUMENTS**

The Contract Documents, except for Modifications issued after execution of this Contract, are:

1. Change Orders
2. Notice to Proceed
3. Construction Contract
4. General Conditions
5. The following Addenda, if any:

Number	Date	Pages
Addendum #1	April 5, 2022	11
Addendum #2	April 18, 2022	22

6. Special Conditions of the Contract: N/A
7. The following Specifications:
  - Parker Midsection Pipeline – Specifications
8. The following Drawings/Reports:
  - Parker Midsection Pipeline – Drawings
  - Parker Midsection Pipeline – GESC Plans
9. Notice of Award;
10. Invitation to Bid;

11. Information and Instructions to Bidders;
12. Notice of Substantial Completion;
13. Notice of Construction Completion;
14. Proposal Forms, including Bid Schedules;
15. Performance, and Labor and Material Payment Bonds;
16. Performance Guarantee; and
17. Insurance Certificates.

**CONTRACT PRICE.** The Town shall pay the Contractor for performing the Work and the completion of the Project according to the Contract, subject to Change Orders as approved in writing by the Town, under the guidelines in the General Conditions. The Town will pay \$10,312,868.00 ("Contract Price"), to the Contractor, subject to full and satisfactory performance of the terms and conditions of the Contract. The Contract Price is provisional based on the quantities contained in the Bid attached as ***Exhibit 1***. The final Contract Price shall be adjusted to reflect actual quantities incorporated into the Work at the specified unit prices. The Town has appropriated money equal or in excess of the Contract Price for this work.

**COMPLETION OF WORK.** The Contractor must begin work covered by the Contract within fourteen (14) calendar days from the date of the Notice to Proceed, and must complete work within four hundred and fifty (450) calendar days from and including the date of Notice to Proceed, according to the General Conditions.

**LIQUIDATED DAMAGES.** If the Contractor fails to complete the Work by the date set for completion in the Contract, or if the completion date is extended by a Change Order, by the date set in the Change Order, the Town may permit the Contractor to proceed, and in such case, may deduct the sum of \$500.00 for each day that the Work shall remain uncompleted from monies due or that may become due the Contractor. This sum is not a penalty but is a reasonable estimate of liquidated damages.

The parties agree that, under all of the circumstances, the daily basis and the amount set for liquidated damages is a reasonable and equitable estimate of all the Town's actual damages for delay. The Town expends additional personnel effort in administering the Contract or portions of the Work that are not completed on time, and has the cost of field and office engineering, inspecting, and interest on financing and such efforts and the costs thereof are impossible to accurately compute. In addition, some, if not all, citizens of Castle Rock incur personal inconvenience and lose confidence in their government as a result of public projects or parts of them not being completed on time, and the impact and damages, certainly serious in monetary as well as other terms are impossible to measure.

**SERVICE OF NOTICES.** Notices to the Town are given if sent by registered or certified mail, postage prepaid, to the following address:

TOWN OF CASTLE ROCK  
Town Attorney  
100 N. Wilcox Street  
Castle Rock, CO 80104

With a copy to: [Legal@crgov.com](mailto:Legal@crgov.com)

**INSURANCE PROVISIONS.** The Contractor must not begin any work until the Contractor obtains, at the Contractor's own expense, all required insurance as specified in the General Conditions. Such insurance must have the approval of the Town of Castle Rock as to limits, form and amount. *Certificate of Insurance ("COI") must be submitted along with the executed contract as Exhibit 2.*

**RESPONSIBILITY FOR DAMAGE CLAIMS.** The Contractor shall indemnify, save harmless, and defend the Town, its officers and employees, from and in all suits, actions or claims of any character brought because of: any injuries or damage received or sustained by any person, persons or property because of operations for the Town under the Contract; including but not limited to claims or amounts recovered from any infringements of patent, trademark, or copyright; or pollution or environmental liability. The Town may retain so much of the money due the Contractor under the Contract, as the Town considers necessary for such purpose. If no money is due, the Contractor's Surety may be held until such suits, actions, claims for injuries or damages have been settled. Money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that the Contractor and the Town are adequately protected by public liability and property damage insurance.

The Contractor also agrees to pay the Town all expenses, including attorney's fees, incurred to enforce this Responsibility for Damage Claim clause.

Nothing in the **INSURANCE PROVISIONS of the General Conditions** shall limit the Contractor's responsibility for payment of claims, liabilities, damages, fines, penalties, and costs resulting from its performance or nonperformance under the Contract.

**STATUS OF CONTRACTOR.** The Contractor is performing all work under the Contract as an independent Contractor and not as an agent or employee of the Town. No employee or official of the Town will supervise the Contractor. The Contractor will not supervise any employee or official of the Town. The Contractor shall not represent that it is an employee or agent of the Town in any capacity. **The Contractor and its employees are not entitled to Town Workers' Compensation benefits and are solely responsible for federal and state income tax on money earned.** This is not an exclusive contract.

**THIRD PARTY BENEFICIARIES.** None of the terms or conditions in the Contract shall give or allow any claim, benefit, or right of action by any third person not a party to the Contract. Any person, except the Town or the Contractor, receiving services or benefits under the Contract is an incidental beneficiary only.

**INTEGRATION.** This contract integrates the entire understanding of the parties with respect to the matters set forth. No representations, agreements, covenants, warranties, or certifications, express or implied, shall exist as between the parties, except as specifically set forth in this Contract.



**DEFINITIONS.** The Definitions in the General Conditions apply to the entire Contract unless modified within a Contract Document.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**ATTEST:**

**TOWN OF CASTLE ROCK**

\_\_\_\_\_  
Lisa Anderson, Town Clerk

\_\_\_\_\_  
Jason Gray, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael J. Hyman, Town Attorney

**CONTRACTOR:**

**GARNEY COMPANIES, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_



## **EXHIBIT 1**

### **CONTRACTOR'S BID**

**For BID PROPOSAL**

**PROJECT: PARKER MIDSECTION PIPELINE**

1. In compliance with your Invitation to Bid, and subject to all conditions thereof, the undersigned:

Garney Companies, Inc.

a Corporation incorporated in the State of Missouri

-OR- n/a, a partnership, / limited partnership, (*select one*), registered in the State of n/a, whose general partner(s) is/are n/a

-OR-

a sole proprietor, whose trade name is n/a

in the Town of n/a, State of n/a, offers this Bid Proposal for the construction of all items listed at the prices shown on the following Bid Schedule. *(The attached Bid Schedule lists the various divisions of construction contemplated in the Plans and Specifications, together with an estimate of the units of each. With these units as the basis, extend each item, using the cost inserted in the unit column. Any total cost found inconsistent with the unit cost when the Bids are examined will be deemed in error and corrected to agree with the unit cost. Alternate Bids are optional.)*

2. The undersigned Bidder declares and stipulates that this Bid is made in good faith, without collusion or connection with any other person or persons bidding for the same Work, and that it is made subject to all the terms and conditions of the Invitation to Bids, Information and Instruction for Bidders, and Construction Contract General Conditions, the Agreement for a Construction Contract, the Technical Specifications, and the Plans pertaining to the Work to be done, all of which have examined by the undersigned.

3. Accompanying this Bid is a Bid Guarantee for 5% of the total Bid amount according to the Invitation to Bids and Information and Instructions to Bidders.

4. The undersigned Bidder agrees to execute the Agreement for a Construction Contract, a Performance Bond and a Labor and Material Payment Bond within ten days from the date when the written Notice of Award is delivered at the address given on this Bid Proposal. The Performance Bond and Labor and Material Payment Bond shall each be for the amount of the total of this Bid and shall be from the same surety. The name and address of the corporate surety through which the Bidder proposes to furnish the specified Bonds is as follows:

5. The submission of the Bid constitutes an agreement, and it shall not be withdrawn after the Bid Opening for a period of forty-five (45) days.

6. All the various phases of work enumerated in the Contract with individual jobs and overhead, whether specifically mentioned or not, are included by implication or appurtenance in the Contract. The Contractor shall perform all the various phases of work under one of the items listed in the Bid Schedule, irrespective of whether it is named in the Schedule.

7. Payment for the Work performed will be according to the Bid Schedule, subject to changes as provided in the Contract.

8. The undersigned Bidder hereby acknowledges receipt of addenda numbers 1 through 2.

Addenda No. 1 Date 4/5/2022  
Addenda No. 2 Date 4/18/2022  
Addenda No. \_\_\_\_\_ Date \_\_\_\_\_  
Addenda No. \_\_\_\_\_ Date \_\_\_\_\_  
Addenda No. \_\_\_\_\_ Date \_\_\_\_\_  
Addenda No. \_\_\_\_\_ Date \_\_\_\_\_

RETURN BID TO: TOWN OF CASTLE ROCK  
CASTLE ROCK WATER  
171 Kellogg Court  
Castle Rock, CO 80109  
Attn: Walt Schwarz

The undersigned, being familiar with the existing conditions on the project area affecting the cost of the Work and the Contract Documents, and having verified the quantities and the availability of materials and labor, hereby proposes to furnish all supervision, labor, materials, machinery, tools, appurtenances, equipment, supplies, and services, including utility and transportation service required to construct and complete the Project listed above, according to the Contract, within the time specified, and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under the Contract of which this Bid is a part.

*(The approximate quantities of Work to be completed in-place under the Contract are identified in the Bid Schedule and are for the purpose of comparing Bids. These quantities have been estimated and the quantities used are for the general information of the Bidder, representing the major items of the Work to be done. Minor details are not listed but shall be part of the complete Contract.)*

9. The undersigned agrees to hold firm the Bid for forty-five (45) days for the purpose of the Town reviewing the Bids and investigating the qualifications of the Bidders prior to award of Contract. Mutually agreed upon extensions of time may be made if necessary.

This proposal is submitted by:

CONTRACTOR: Garney Companies, Inc.

BY:   
Joel Heimbuck

ADDRESS: 7911 Shaffer Parkway, Littleton, CO 80127

TITLE: Director

Attest:

Assistant SECRETARY:   
(if corporation)

DATE: April 21, 2022





**BID SCHEDULE**

## BASE BID – Parker Midsection Pipeline

Pay Item #	Description	Units	Est Qty	Unit Price	Total Price
1	Mobilization, Demobilization, Bonds, and Insurance	LS	1	\$1,000,000.00	\$1,000,000.00
2	Traffic Control	LS	1	\$50,000.00	\$50,000.00
3	Erosion Control and Stormwater Management	LS	1	\$175,000.00	\$175,000.00
4	Trench Stabilization Material	TON	800	\$97.00	\$77,600.00
5	CLSM Cutoff Wall	EA	1	\$6,500.00	\$6,500.00
6	Gravel Surface Removal and Replacement	CY	603	\$120.60	\$72,360.60
7	Hot Mix Asphalt Pavement Removal and Replacement	CF	767	\$60.00	\$46,020.00
8	Concrete Curb and Gutter Removal and Replacement	LF	60	\$60.00	\$3,600.00
9	Douglas County Concrete Panel Removal and Replacement	EA	12	\$2,300.00	\$27,600.00
10	Chainlink Fence Removal and Replacement	LF	90	\$105.00	\$9,450.00
11	Barbed Wire Post Fence Removal and Replacement	LF	890	\$45.00	\$40,050.00
12	Seeding and Surface Restoration	AC	24	\$1,650.00	\$39,600.00
13	42-inch Waterline (Restrained) *Circle Pipeline System: (Option 1) (Option 2)	LF	5436	\$490.00	\$2,663,640.00
14	42-inch Waterline (Unrestrained) *Circle Pipeline System: (Option 1) (Option 2)	LF	6442	\$389.00	\$2,505,938.00
15	Rock Excavation and Removal	LF	2500	\$10.00	\$25,000.00
16	Newlin Gulch Valley - Launch Shaft	EA	1	\$130,000.00	\$130,000.00
17	Newlin Gulch Valley - Receiving Shaft	EA	1	\$65,000.00	\$65,000.00
18	Newlin Gulch Valley - Excavation, Casing Pipe & Instrumentation	LF	148.3	\$19,000.00	\$2,817,700.00
19	Newlin Gulch Valley - Carrier Pipe Installation and Backfill	LF	148.3	\$800.00	\$118,640.00
20	Combination Air/Vacuum Valve and Manway in Vault	EA	6	\$85,000.00	\$510,000.00
21	Access Manway in Vault	EA	2	\$52,000.00	\$104,000.00
22	42-inch Butterfly Valve and Manhole	EA	9	\$60,000.00	\$540,000.00



23	Waterline Blowoff	EA	2	\$32,550.00	\$65,100.00
24	Marker Post Test Station	EA	40	\$3,650.00	\$146,000.00
25	Water Quality Sample Station	EA	1	\$25,000.00	\$25,000.00
26	42-inch Plug, and 2-inch Blowoff (For Future PS Connection)	EA	2	\$45,000.00	\$90,000.00
27	42-inch Connection to Existing 30-inch RHWPF Discharge	EA	1	\$100,000.00	\$100,000.00
28	42-inch Connection to Existing 24-inch Canyons Pump Station Intake	EA	1	\$75,000.00	\$75,000.00
29	Cathodic Protection System	LS	1	\$50,000.00	\$50,000.00
30	Waterline Filling, Disinfection, Hydrostatic Testing, and Bacteriological Testing	LS	1	\$10,000.00	\$10,000.00
31	Pump and Motor Installation	EA	2	\$236,000.00	\$472,000.00
32	Process Piping, Fittings, and Appurtenances	LS	1	\$234,000.00	\$234,000.00
33	Variable Frequency Drive Installation	EA	2	\$124,000.00	\$248,000.00
34	Electrical Improvements	LS	1	\$292,000.00	\$292,000.00
35	Startup and Testing	LS	1	\$9,000.00	\$9,000.00
36	System Integration	LS	1	\$5,000.00	\$5,000.00

Piping System Option 1\*

- Open cut and trenchless installation made with 42" Steel

Piping System Option 2\*

- Open cut and trenchless installation made with 42" Ductile Iron Pipe

\*The same option must be used for restrained and unrestrained pipe.

Ten million, three hundred twelve thousand,  
Total Base Bid in Words (Items 1-36)

eight hundred sixty eight dollars and <sup>00</sup>/<sub>100</sub>. \$10,312,868.00  
Total Base Bid in Figures

## BIDDER'S OFFICIALS DATA

Bidder's name Garney Companies, Inc.

**For each officer of a corporation, partner of a firm, or owner of a sole proprietorship, provide the following information: (Use additional sheets as necessary.)**

**Name** Bill Williams

Title Director - Western Pipe Operations EIN 44-0658613

Home address Colorado office: 7911 Shaffer Parkway

Town, State, Zip Littleton, CO 80127

Other companies with whom this person has been affiliated in last 10 years None

Has that company ever been disbarred or suspended from participation in the award of contracts with a government? N/A

**Name** Matt Foster

Title Chief Operating Officer - Western Pipe Operations EIN 44-0658613

Home address Colorado office: 7911 Shaffer Parkway

Town, State, Zip Littleton, CO 80127

Other companies with whom this person has been affiliated in last 10 years None

Has that company ever been disbarred or suspended from participation in the award of contracts with a government? N/A

**Name** Joel Heimbuck

Title Director - Western Plant Operations EIN 44-0658613

Home address Colorado office: 7911 Shaffer Parkway

Town, State, Zip Littleton, CO 80127

Other companies with whom this person has been affiliated in last 10 years None

Has that company ever been disbarred or suspended from participation in the award of contracts with a government? N/A

**Name** Wayne O'Brien

Title Chief Operating Officer - Western Plant Operations EIN 44-0658613

Home address Colorado office: 7911 Shaffer Parkway

Town, State, Zip Littleton, CO 80127

Other companies with whom this person has been affiliated in last 10 years None

Has that company ever been disbarred or suspended from participation in the award of contracts with a government? N/A

# BID BOND

Garney Companies, Inc., 7911 Shaffer Parkway, Littleton, CO 80127  
(insert the full name and address or legal title of the Contractor) as Principal,  
and, The Continental Insurance Company  
(insert the legal title of the Surety)  
as Surety, a corporation organized under the laws of the State of Pennsylvania, and  
authorized to transact business in the State of Colorado, with a general office at  
151 N. Franklin Street, Chicago, IL 60606  
are hereby bound to the Town of Castle Rock, Colorado, (Town) as Obligee, in the amount of  
Five Percent (5%) of the Total Amount Bid \_\_\_\_\_ DOLLARS,  
in United States currency, for the payment of which amount the Contractor and Surety bind themselves,  
their heirs, executors, administrators, successors, and assigns, jointly and severally. The Principal has  
submitted the accompanying Bid dated April 21, 2022, for construction of the  
Parker Midsection Pipeline project.

The Town requires, as a condition for receiving the Bid, that the Principal deposit with the Town a Bid  
Guaranty, of at least five percent of the amount of the Bid, conditioned so that if the Principal fails to  
execute the Agreement for Construction Contract, and furnish the required Bonds if the Principal is  
awarded the Contract, that the sum be paid immediately to the Town, as liquidated damages and not as a  
penalty, for the Principal's failure to perform.

If the Principal, within the specified period, executes the Agreement for Construction Contract with the  
Town according to the Bid, as accepted, and furnishes a Performance Bond and a Labor and Material  
Payment Bond with good and sufficient Surety or Sureties, upon the forms prescribed by the Town for the  
faithful performance and proper fulfillment of the Contract, or pays to the Town the proper amount of  
liquidated damages, then this obligation shall be null and void; otherwise it shall remain in full force and  
effect.

Executed this 6th day of April, 2022.

WITNESS

*Mica Steppin*



Garney Companies, Inc.

PRINCIPAL

By its President *Director*

*[Signature]*

WITNESS

*a*

SURETY

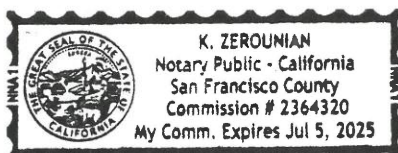
The Continental Insurance Company

TITLE

BY: *Thuyduong Le*  
Its Attorney-in-fact Thuyduong Le, Attorney-in-Fact

I, Thuyduong Le, certify that I am the  
Attorney-in-Fact (title) of the Corporation named as Surety; that  
*Joel Heimburg*, who signed the bond on behalf of the Principal, was  
then *Director* (title) of the Corporation; that I know his or her signature,  
and the signature thereto is genuine; and that the bond was duly signed, sealed, and attested to for and  
on behalf of the Corporation by authority of this governing body.

(CORPORATE SEAL)



Signed: *[Signature]*

Title: K. Zerounian, Notary Public





## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Alameda

On April 6, 2022 before me, Brittany Kavan, Notary Public  
(insert name and title of the officer)

personally appeared Thuyduong Le,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Brittany Kavan (Seal)



## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents,** That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**M Moody, K Zerounian, Susan Hecker, Janet C Rojo, Betty L Tolentino, Kevin Re, Brian F Cooper, Robert P Wrixon, Virginia L Black, Maureen O'Connell, Susan M Exline, Julia Ortega, Gillian Bhaskaran, Brittany Kavan, Thuyduong Le, Misty R Hemje, Individually**

of Walnut Creek, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

**In Witness Whereof,** The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of July, 2021.



The Continental Insurance Company

  
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 15th day of July, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026


  
M. Bent Notary Public

### CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 6th day of April, 2022.



The Continental Insurance Company

  
D. Johnson Assistant Secretary

Form F6850-4/2012

## **Authorizing By-Laws and Resolutions**

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

“RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012.

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”



# NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Colorado ) ss  
County of Jefferson )

Joel Heimbuck, Being duly sworn deposes and says that:  
(Insert name)

1. He/She is the Director (Title) of Garney Companies, Inc., the Bidder that has submitted the attached Bid;
2. He/She is fully informed respecting the preparation and content of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, subcontractor, mechanic, materialman, suppliers, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted, or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought agreement, collusion, communication or conference in the attached Bid or any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Castle Rock or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, subcontractor, mechanic, materialman, suppliers, including this affiant.


CONTRACTOR: Garney Companies, Inc.

BY:   
Joel Heimbuck

ADDRESS: 7911 Shaffer Parkway, Littleton, CO 80127

TITLE: Director

Attest:

Assistant SECRETARY:   
(if corporation)

DATE: April 21, 2022



## SUBCONTRACTORS AND RELATED DATA

For each Subcontractor to be utilized please provide the following information (use additional sheets as necessary):

**Firm Name:** Pipe Jacking Trenchless, Inc

**Address:** 26000 Commercentre Drive, Lake Forest CA 82630

**Proposed work and percentage of total work to be assigned:** \_\_\_\_\_

56" Trenchless Crossing Percentage 5.0 %

**Firm Name:** Down to Earth Compliance

**Address:** 15690 E 33rd Avenue, Aurora, CO 80011

**Proposed work and percentage of total work to be assigned:** \_\_\_\_\_

Erosion Control & Revegetation Percentage 2.0 %

**Firm Name:** Coblaco Services, Inc

**Address:** 11905 E 124th Ave, Henderson, CO 80640

**Proposed work and percentage of total work to be assigned:** \_\_\_\_\_

Joint grouting & polyurethane coating Percentage >1.0%

**Firm Name:** QualCorr Engineering

**Address:** 3159 Commerce Ct, Castle Rock, CO 80109

**Proposed work and percentage of total work to be assigned:** \_\_\_\_\_

Cathodic Testing & Oversight Percentage >1.0%

**Firm Name:** Ground Engineering

**Address:** 41 Inverness Drive, Englewood, CO 80112

**Proposed work and percentage of total work to be assigned:** \_\_\_\_\_

Material testing Percentage >1.0 %

**Firm Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Proposed work and percentage of total work to be assigned:** \_\_\_\_\_

\_\_\_\_\_ Percentage \_\_\_\_\_ %

**Total Percentage** 10 %



**LETTER OF INDEMNIFICATION  
FOR WITHHOLDING CONFIDENTIAL INFORMATION**

Re: Request under the Colorado Open Records Act

Invitation to Bid Number: Parker Midsection Pipeline

Proposals submitted by consultants in response to the Town of Castle Rock's Request for Proposal are subject to the Colorado Open Records Act. Should the Town receive a request for the release of any information in the Submitter's proposal in accordance with the Open Records Law, the Town will review the Submitter's proposal, giving consideration to the portions that the Submitter indicated contained trade secrets, privileged information, or confidential commercial, financial, geological, or geophysical data, and may release only that information which has not been identified as confidential and/or proprietary in your proposal pursuant to C.R.S. 24-72-201. If in the opinion of the Town's legal counsel, the Town is nonetheless compelled to disclose any portion of such information to anyone or else stand liable for contempt or suffer censure or penalty, the Town may disclose such information without liability.

By having an authorized officer of the company sign below, Submitter agrees to the aforementioned waiver of liability and to indemnify the Town of Castle Rock for any and all attorney fees that the Town may incur in defending the withholding of such information.

Garney Companies, Inc.

Submitter (Vendor or Business Name)

By:   
Signature

Joel Heimbuck

Name (*please print*)

Director

Title

April 21, 2022

Date



**CERTIFIED COPY OF RESOLUTION  
OF SOLE DIRECTOR OF GARNEY COMPANIES, INC.**

The undersigned, Thomas J. Roberts, hereby certifies that he is the duly elected and qualified Secretary of Garney Companies, Inc. a Missouri Corporation (the "Company"), and that as Secretary, he maintains the records and the corporate seal of the Company. The undersigned further certifies that the following is a true and correct copy of the resolution adopted by the Sole Director of the Company on the 3rd day of December, 2021 and that such resolution is now in full force and effect:

**RESOLVED:** That the following individuals listed below

Michael H. Heitmann	CEO
Scott A. Parrish	President
Timothy M. Behler	Vice President/COO - Eastern Plant
Wayne A. O'Brien	Vice President/COO - Western Plant
Matthew T. Foster	Vice President/COO - Western Pipe
Jason A. Seubert	Vice President/COO - Eastern Pipe
David R. Burkhart	Vice President
Stephen P. Ford	Vice President
Gregory K. Harris	Vice President
Jay L. McQuillen, Jr.	Director - Garney Federal
Thomas J. Roberts	Director of Financial Reporting/Secretary
Mark A. Kelly	Director - Business Development
Michael D. Strong	Director - General Counsel
Michael E. Gardner	Director
Scott J. Reuter	Director
Jeffrey P. Seal	Director
Daniel R. Smolik	Director
William D. Williams	Director
Michael Joel Heimbuck	Director
Eric C. Wagner	Director
Brian B. Brandstetter	Director
Jordan S. Carrier	Director
Matthew W. Reaves	Director

are hereby authorized and instructed to execute and deliver on behalf of the Corporation and its name, contracts, offers and bids pertaining to contracting and construction work to be performed by the Company.

**IN WITNESS WHEREOF**, the undersigned has hereby affixed his name as Secretary and caused the corporate seal of the Company to be affixed hereto this 3rd day of December, 2021.



  
Thomas J. Roberts, Corporate Secretary



OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that,  
according to the records of this office,  
GARNEY COMPANIES, INC.

is an entity formed or registered under the law of Missouri, has complied with all  
applicable requirements of this office, and is in good standing with this office. This entity has  
been assigned entity identification number 19981169014.

This certificate reflects facts established or disclosed by documents delivered to this office on  
paper through 03/08/2022 that have been posted, and by documents delivered to this office  
electronically through 03/09/2022 @ 11:05:03.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this  
official certificate at Denver, Colorado on 03/09/2022 @ 11:05:03 in accordance with applicable law.  
This certificate is assigned Confirmation Number 13853382.



*Jena Griswold*

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*



## **EXHIBIT 2**

### **CERTIFICATE OF INSURANCE**