



May 25, 2022

Robert Yunger, President
Pyramid Excavation & Construction, Inc.
11102 Hickman Mills Dr.
Kansas City, MO 64134

RE: Cancellation of award of Salisbury Road Water Main Replacement (Peck Rd. to Sports Complex) to Pyramid Excavation & Construction, Inc.

Dear Mr. Yunger,

This letter is to serve as cancellation of the award of Salisbury Road Water Main Replacement (Peck Rd. to Sports Complex) to Pyramid Excavation & Construction, Inc.

We received the attached letter from you regarding Pyramid's inability to execute the contract for the Salisbury Road Water Main Replacement (Peck Rd. to Sports Complex). In addition to the letter that you provided, Pyramid has exceeded the requirement in the attached proposal to enter into contract agreement with the City within 10 days after acceptance.

For reference, the following is the timeline of bid and award of this project to date:

- 03/02/2022 - Bid opening
- 04/04/2022 – City Council approved awarding the project to Pyramid
- 04/06/2022 – The Water Department provided the Contract Agreement to Pyramid for execution
- 04/08/2022 – Pyramid submitted a Change Order Request for piping material cost increases
- 04/12/2022 – The Water Department rejected the Change Order Request as prices quoted in the bid are to be firm for acceptance for a period of not less than 120 days from the bid opening date, per the Proposal
- 04/20/2022 – The Water Department emailed Pyramid regarding execution of the Contract Agreement as Pyramid had not responded to the rejected Change Order Request
- 04/22/2022 – Ashton England and I (Water Department) called and spoke with you, as we had still not received any response regarding execution of the Contract Agreement. We informed you that we were aware of material lead times and were agreeable to extending the project schedule as needed. You informed us that we could expect to receive an executed contract from Pyramid the week of April 25th.

- 05/11/2022 – The Water Department called and emailed Pyramid, as we had not received a signed Contract Agreement or any correspondence following the 04/22/2022 phone call with you. You provided the attached email stating that Pyramid will not be able to execute the contract.
- 05/13/2022 – You provided the attached letter dated May 12, 2022, stating that Pyramid will not be able to execute the contract.

Pyramid has been aware of any material price increases and lead-time extensions since receiving the Contract Agreement on 04/06/2022. The lack of responsiveness and delay in withdrawal of the bid by Pyramid will likely result in additional costs to the Water Department.

Therefore, this letter is to serve as cancellation of the award of Salisbury Road Water Main Replacement (Peck Rd. to Sports Complex) to Pyramid Excavation & Construction, Inc. This is due to Pyramid not meeting the requirements stated in the proposal regarding entering into contract agreement with the City within 10 days of acceptance, and the letter from you stating that Pyramid will not be able to execute the contract.

The Water Department intends to make a claim against your (Pyramid's) bid bond for this project to cover costs incurred due to Pyramid's delay and eventual notice of inability to enter into contract for the water main replacement project.

Sincerely,



Matthew Say
Distribution and Engineering Manager
City of Independence Water Department

Attachments: Notice – Not Able to Execute Contract – Letter from Pyramid
Notice – Not Able to Execute Contract – Email from Pyramid
Proposal - Pyramid
Bid Bond - Pyramid
Change Order Request – Material Price Increase - Pyramid

May 12, 2022

Mr. Matthew Say
Independence Water Department
17221 East 23rd Street South
Independence, Missouri 64057

Re: Salisbury Rd Water Main
Execution of Contract

Dear Mr. Say:

As we discussed on the phone and per our email of May 11th, 2022, Pyramid will not be able to execute the contract for the Salisbury Road Project due to the following Acts of God.

Concerning our conversation a few weeks ago, Pyramid is unable to obtain delivery of the ductile iron pipe, ductile iron fittings and valves in the allotted contract time to complete the project. The delivery and availability of the projects required materials is due to supply chain issues currently being experienced and attributed to the following circumstances and world issues.

The current world climate of war, sanctions and the shutdowns / lockdowns in other countries and resulting supply chain issues in regard to the fall-out of the covid pandemic has greatly affected the world's supply of the raw materials need to produce all ductile iron pipe and iron requiring products. The global supply shortage has affected all ductile iron and water line valves across the board in regard to both availability and increased pricing. Pyramid has been experiencing price increases on all our current water main projects on a weekly basis as well as wait times in excess of 18 months for valves and ductile iron pipe. We have been informed by our suppliers that all new projects they have are currently at least 16 to 18 weeks out, as they are struggling to meet the demands of there current projects.

Therefore, due to not being able to obtain ductile iron pipe and valves in the time even allotted to construct the project and the numerous price increases due to the world issues being completely out of our control we are unable to proceed with this project.

Please accept this letter as our formal response in regard to the Salisbury Road Project.

I would also like to apologize if there was a miscommunication during our April 22nd, 2022 conversation, as I never intended to lead you to believe we would be proceeding with the project. It was my intention to communicate that if the Water Department was ever considering a change to PVC this would be the time due to the availability of materials, although the availability of the valves would still be a major problem.

Pyramid has greatly enjoyed working with the Independence Water Department on past projects and looks forward to future projects once these uncertain times are behind us.

If you should have any questions or additional information is needed, please feel free to contact me at your earliest convenience.

Sincerely,

Pyramid Excavation & Construction, Inc.

A handwritten signature in blue ink, appearing to read 'Robert Yunger', is written over a light blue rectangular background.

Robert Yunger

President

cc: jf 22114

Matthew Say

From: Bob Yunger <ryunger@pyramidexcavation.com>
Sent: Wednesday, May 11, 2022 10:06 AM
To: Matthew Say
Cc: David Scaggs
Subject: Salisbury Road Water Main

[EXTERNAL EMAIL] CAUTION: This email originates from an EXTERNAL source. Do not reply, click links, or open attachments unless you trust the source and know the content is safe. Report suspicious messages using the PAB or forward to phish-report@indepmo.org

Good Morning Matt,

Pyramid will not be able to execute the contract for the Salisbury Road Project due to the following Acts of God.

As we discussed a few weeks ago, Pyramid is unable to obtain delivery of the pipe in the allotted contract time to complete the project due to the supply chain issues currently being experienced. The current world climate of war, sanctions and the shutdowns / lockdowns in other countries due to the fall-out of the covid pandemic has greatly affected the world's supply of the raw materials need to produce all ductile iron pipe and iron requiring products. This global supply shortage has affected all ductile iron across the board in regard to both availability and pricing. Pyramid has been experiencing price increases on all our current water main projects on a weekly basis.

Since we cannot obtain the pipe in the time allotted to construct the project and the numerous price increases due to the world issues completely out of our control we are unable to proceed with the project.

I will be sending a more formal response by letter correspondence early next week but wanted to at least let you know what was happening in regard to the project.

Pyramid has greatly enjoyed working with you on past projects and looks forward to future projects once these uncertain times are behind us.

Please feel free to contact me if you should have any questions or would like to discuss further.

Thank You, Bob Yunger

Invitation to Bid #22011

Salisbury Road Water Main Replacement (Peck Rd. to East of Sports Complex)

Intent

The City of Independence Water Department is soliciting bids from qualified bidders for the Salisbury Road water main replacement project from Peck Road to just east of the Sports Complex.

Insurance

Please see Insurance Requirements, Section 37 of General Terms and Conditions.

References

The bidder shall provide a minimum of three references (name, address, phone, email) for whom you have provided this commodity or service for in the past. Failure to provide this information may be grounds for rejection of your bid. Do not assume past service with the City will exempt you from this requirement.

Pricing

Bidder shall complete and submit the pricing schedule included with this ITB.

Minimum Bid Submission Requirements

Completed and notarized affidavit of non-collusion (form attached)

Complete pricing as required

References

All lists, certifications, licenses, documentation, affidavits as required in Special Conditions

Bid Bond (if required)

**PROPOSAL
TO THE CITY OF INDEPENDENCE, MISSOURI
SALISBURY ROAD WATER MAIN REPLACEMENT
(PECK RD. TO EAST OF SPORTS COMPLEX)**

Project No. C22-148 - 402011

THE UNDERSIGNED BIDDER, having examined the plans, specifications, and other Proposed contract documents hereto attached, and all addenda thereto; the location of the proposed work; the nature of the excavations to be done; the location, arrangement, construction and condition of existing structures affecting the work; and being cognizant of the conditions of streets giving access to the sites of the work; the existing and local conditions relative to construction hazards, labor, transportation, hauling, trucking and all other factors and conditions affecting, or which may be affected by, the work;

HEREBY PROPOSES to furnish all required tools, equipment, plant and materials; to perform all necessary labor and to construct, install and complete all work stipulated in, required by, and in accordance with the proposed contract documents hereto attached and the plans referred to therein for the unit, lump sum and extended prices listed below.

THE UNDERSIGNED BIDDER UNDERSTANDS that the quantities shown in this Proposal are approximate and offers to do the work at the prices stated in the following schedule; the total bid shall be a summation of the price extensions shown and in no event shall the total compensation paid for the work specified herein exceed said total bid unless the Contractor shall obtain a change order duly approved by the City Council prior to the performance of additional or altered work, as set forth in these specifications.

Item No.	Description	Lump Sum
1	Salisbury Rd. – Peck Rd. to West side of box culvert - Line "A" 968 feet of 8-inch DIP and associated fittings, valves and hydrants (tie-in to exist. 6-inch main over box culvert)	\$ 266,200.00
2	Salisbury Rd. – East side of box culvert to East of Sports Complex – Line "A" 1,896 feet of 8-inch DIP and associated fittings, valves, and hydrants (tie-in to exist. 6-inch main over box culvert)	521,400.00
3	Salisbury Rd. – Peck Rd. to East of Sports Complex - Line "A" Twenty-eight (28) service lines and associated valves and meter pits	\$ 78,400.00
4	S Kendall Dr. - north side of Salisbury Rd. to the south - Line "B" 78 feet of 6-inch DIP and associated fittings, valves and blow-off assembly	\$ 34,700.00
5	N Kendall Dr. - north side of Salisbury Rd. to the north - Line "C" 33 feet of 6-inch DIP and associated fittings, valves and blow-off assembly	\$ 18,200.00
6	S Downey Ave. - north side of Salisbury Rd. to the south - Line "D" 80 feet of 6-inch DIP and associated fittings, valves and blow-off assembly	\$ 36,800.00
7	N Jennings Rd. - north side of Salisbury Rd. to the north - Line "E" 60 feet of 6-inch DIP and associated fittings, valves and blow-off assembly	\$ 27,400.00
8	Sports Complex - north side of Salisbury Rd. to the north - Line "F" 22 feet of 6-inch DIP and associated fittings, valves and blow-off assembly	\$ 12,200.00
Total Construction Costs Not to Exceed (in words and figures) Nine Hundred Ninety Five Thousand Three Hundred Dollars and zero cents		\$ 995,300.00

Contractor shall only be paid for items completed.

THE UNDERSIGNED HEREBY AGREES to furnish the required bond and to enter into contract agreement within ten (10) days from and after acceptance of this Proposal; and, FURTHER AGREES TO COMPLETE all work covered by this Proposal in accordance with the stipulated conditions and requirements within **One Hundred and Eighty (180) consecutive calendar days** for the amount of the total construction cost shown and accepted.

ENCLOSED is bidder's bond or certified check in the amount of five percent (5%) of the total cost of the construction shown in the Proposal.

Amount of Bond: 5% OF TOTAL BID (\$ 14,929.50)

The following schedule of pricing shall be utilized in the determination of any future change order requests to this contract on an as needed basis and approved by the owner.

The price provided shall include labor, delivery, installation cost and freight.

The contractor shall provide a price for each of the following items in the proper space provided on the bid sheet:

No.	ITEMS	QTY	UNIT	COST	
1	8" d.i. PO Cl 52 Pipe	1	LF.	\$ 225.00	LF.
2	8" 11-1/4 degree PO Fitting w/ Field Loc Gaskets	1	ea.	\$ 585.00	ea.
3	8" 22-1/2 degree PO Fitting w/ Field Loc Gaskets	1	ea.	\$ 590.00	ea.
4	8" 45 degree PO Fitting w/ Field Loc Gaskets	1	ea.	\$ 590.00	ea.
5	8" 90 degree PO Fitting w/ Field Loc Gaskets	1	ea.	\$ 590.00	ea.
6	8" MJ Sleeve LP	1	ea.	\$ 510.00	ea.
7	8" PO Plug w/ set screws	1	ea.	\$ 500.00	ea.
8	8" Tee PO 8" x 8" w/ Field Loc Gaskets	1	ea.	\$ 1214.00	ea.
9	8" PO RS Gate Valve w/ Valve box & Field Loc Gaskets	1	ea.	\$ 1200.00	ea.
10	6" d.i. PO Cl 52 Pipe	1	LF.	\$ 200.00	LF.
11	6" 11-1/4 degree PO Fitting w/ Field Loc Gaskets	1	ea.	\$ 490.00	ea.
12	6" 22-1/2 degree PO Fitting w/ Field Loc Gaskets	1	ea.	\$ 495.00	ea.
13	6" 45 degree PO Fitting w/ Field Loc Gaskets	1	ea.	\$ 510.00	ea.
14	6" Tee PO 6" x 6" w/ Field Loc Gaskets	1	ea.	\$ 1000.00	ea.
15	6" MJ Sleeve LP	1	ea.	\$ 415.00	ea.
16	6" PO Plug w/ set screws	1	ea.	\$ 450.00	ea.
17	6" PO RS Gate Valve w/ Valve box & Field Loc Gaskets	1	ea.	\$ 1460.00	ea.
18	6" Blow-off Assembly	1	ea.	\$ 460.00	ea.
19	1" Air Release pit Complete	1	ea.	\$ 1890.00	ea.
20	Fire Hydrant Assembly Complete	1	ea.	\$ 4500.00	ea.
21	3/4" Type "K" Service Line - North Side Salisbury Rd.	1	LF.	\$ 35.00	LF.
22	3/4" Type "K" Service Line - South Side Salisbury Rd.	1	LF.	\$ 35.00	LF.
23	Abandon Existing Meter Pits	1	ea.	\$ 500.00	ea.
24	Move Existing Meter from inside house to outside	1	ea.	\$ 650.00	ea.
25	3/4" Install Curb Valve, Curb Box, Meter Well Complete	1	ea.	\$ 2500.00	ea.
26	Abandon Existing Service Lines	1	SY.	\$ 25.00	SY.
27	Asphaltic Concrete Surface (2" Type 3-01)	1	SY.	\$ 112.00	SY.
28	Street Patch PCC Base (8")	1	SY.	\$ 145.00	SY.
29	Asphalt Driveway (4") Complete	1	SY.	\$ 98.00	SY.
30	Driveway Replacement PCC (6") Complete	1	SY.	\$ 125.00	SY.
31	Driveway Replacement PCC (4") Complete	1	SY.	\$ 108.00	SY.

32	Untreated Compacted Aggregate (6")	1	SY.	\$ 25.00	SY.
33	Sod	1	SY.	\$ 8.50	SY.
34	Seed and Straw	1	SY.	\$ 1.00	SY.
35	Curb and Gutter (Type 1)	1	LF.	\$ 41.00	LF.

THE UNDERSIGNED AGREES that this amount is to be forfeited and to become the property of the Owner as liquidated damages should this Proposal be accepted and the contract awarded to him, but he fail to enter into contract agreement in the form prescribed and to furnish the required bond within ten (10) days.

THE BIDDER HEREBY CERTIFIES THAT NO CHANGES HAVE BEEN MADE to the specifications or other documents contained herein.

THE PROPOSAL SIGNED AT KANSAS CITY, MISSOURI
this 2ND day of MARCH, 2022.

(Please sign as applicable)

Individual doing business as:

Firm Name

/s/

Individual

A Partnership:


Firm Name

/s/

Partner

/s/

Partner

/s/ 
Secretary of Corporation
WILLIAM A. CLARK
seal

PYRAMID EXCAVATION & CONSTRUCTION, INC.

Firm Name

/s/

President ROBERT C. YUNGER, PRESIDENT

Bidder's business address:

11102 HICKMAN MILLS DR

KANSAS CITY, MISSOURI 64134

Corporation President's business address, if different from above:

Acknowledgment

State of MISSOURI)
)ss
County of JACKSON)

On this 2ND day of MARCH, 2022, before me, a Notary Public, personally appeared signatories ROBERT C. YUNGER and WILLIAM A. CLARK to me known to be the persons described in and who executed the foregoing instrument, and acknowledges that he/she/they did execute the same as his/her/their free act and deed. In testimony whereof, I have hereunto set my hand and affixed my official seal as witness at KANSAS CITY, MISSOURI on the day and year last written.

Notary Public in and for said County and State

My commission expires:

OCTOBER 26, 2024

KRISTIN YUNGER
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES 10/26/2024
COMMISSION # 16949604

General Terms & Conditions and Response Instructions
Construction

Response Instructions to Bidder

1. ACCEPTANCE

Each bid is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all commodities or services described therein shall constitute a contract between the bidder and the City, which shall bind the bidder on his or her part to furnish and deliver the commodities and services quoted at the prices stated in accordance with the conditions of said accepted bid. The City, on its part, may order from the contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all commodities and services specified and delivered.

Upon receipt of an Invitation to Bid (ITB) package containing a City of Independence "sample contract" as part of the requirements, it is understood that the bidder has reviewed the documents with the understanding that the City requires all contracts between the parties be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in the "sample contract" in its entirety. No exceptions to the General Terms & Conditions of the ITB shall be accepted.

2. DEFINITIONS

- A. The term "City" means the City of Independence, Missouri.
- B. The term "contractor" means the person or organization that receives the award after the bid process.
- C. The term "Invitation to Bid" and acronym "ITB" means a solicitation for bids.
- D. The term "bidder" means the person or organization responding to an ITB with a bid.
- E. The term "bid" means the response submitted by the bidder in response to an ITB.

3. ITB SOURCE

Bidders may view and download bid documents from www.publicpurchase.com, via the City's website at www.indepmo.org. Bidders using ITB documents not obtained from www.publicpurchase.com risk not receiving any necessary addenda, possibly eliminating their bids from consideration.

4. QUESTIONS

Questions regarding the bid process shall be submitted via www.publicpurchase.com. The City will respond to questions via www.publicpurchase.com, thus providing all questions and answers to all prospective bidders equally.

5. PREPARATION OF BIDS

- A. Bidders are responsible for conducting site visits (if applicable), attending pre-bid conferences (if applicable) and examining all drawings, specifications, schedules, etc., included in the ITB. Failure to do so will be at the bidder's risk.
- B. Each bidder shall furnish the information required in the ITB. The bidder shall complete all sections requiring information or a signature. An agent duly authorized to enter the firm into a legally binding, contractual agreement must sign the document. Electronic signature is acceptable.
- C. Unit price for each unit bid shall be shown and shall include packaging for shipment unless otherwise specified. A total shall be entered in the total column for each item bid. In case of discrepancy between a unit price and extended price, the unit price shall prevail.
- D. Freight, if applicable, shall be shown as a separate line item cost and not included in the cost of the goods.
- E. Prices quoted are to be firm and final.
- F. Bidders shall prepare their bids for City projects without including sales tax.
- G. Alternate bids for supplies or services other than those specified will not be considered unless authorized by the ITB.
- H. Bidder must state a definite date and time for delivery of supplies or services unless otherwise specified in the ITB.
- I. Number of days shall be calendar days, which includes Saturdays, Sundays, and holidays.
- J. If the item has a trade name, brand, or catalog number, such must be stated in the bid.
- K. Bidders shall submit online via www.publicpurchase.com unless otherwise specified in the ITB.
- L. Bond requirements and liquidated damages, if applicable, will be set forth in the specifications.

6. ADDENDUM

The City reserves the right to officially modify or cancel an ITB after issuance. Modifications will be made only by written addendum. Bidders must acknowledge any addendum by opening and accepting on www.publicpurchase.com.

BUY AMERICAN AND DOMESTIC PRODUCTS POLICY STATEMENT

It is the policy of the City of Independence, Missouri, to buy materials, products, supplies, provisions, and other articles produced, manufactured, compounded, made or grown within the State of Missouri, when they are found in marketable quantities in the state, and are of a quality suited to the purpose intended and can be secured without additional cost over products of other states; provided however, that quality and fitness of articles shall be considered in purchasing or letting contracts for articles herein mentioned.

It is the policy of the City of Independence to buy goods or commodities that have been manufactured, assembled, or produced in the United States of America, unless:

- A. The purchase, lease, or contract involves an expenditure of less than \$5,000.
- B. Only one line of a particular good or product is manufactured, assembled, or produced in the United States.
- C. The specified products are not manufactured, assembled, or produced in the United States in sufficient quantities to meet the City's requirements or cannot be manufactured, assembled, or produced in the United States within the necessary time in sufficient quantities to

meet the City's requirements; or

- D. Obtaining the specified products manufactured, assembled, or produced in the United States would increase the purchase price by more than 10%
- E. To qualify for the preference, bidder shall clearly state in its bid whether the materials quoted were manufactured, assembled, or produced in the United States of America. If multiple items are listed in the ITB, the bidder shall clearly state which items were manufactured, assembled, or produced in the United States of America.

8. LOCAL PREFERENCE POLICY

Licensed businesses operating from a physical address in the City of Independence for a minimum of six (6) months when quality, service and other terms of the purchases are equal to or better than the low bid. The local business shall be given a preference of ten percent (10%) over the low bid, provided that the difference between the low bid and the local bid does not exceed thirty thousand dollars (\$30,000.00) maximum.

9. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract or purchase order, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, age, color, religion, sex, or national origin. Such action shall include, but not be limited to: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The contractor will state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin in all solicitations or advertisements for employees placed by or on behalf of the contractor.
- C. The contractor will send a notice advising the said labor union or workers' representatives of the organization's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding.
- D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or purchase order with any of the said rules, regulations, or orders, this contract or purchase order may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for any further government contracts, purchase orders, or federally assisted contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The contractor will include the entire text of this Equal Employment Opportunity section and its subsections in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the department may direct as a means of enforcing such provisions, including sanctions of noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

10. ANTI-DISCRIMINATION AGAINST ISRAEL ACT

Contractors working on behalf of the City of Independence are to abide by Missouri Revised Statute 34.600, otherwise known as the Anti-Discrimination against Israel Act.

11. CONFLICT OF INTEREST AND DEBARMENT

By submission of its response, the contractor certifies that:

- A. No Councilmember, nor the City Manager, the Director of Finance or the City Procurement Manager is financially interested in what the bidder is offering to sell to the City pursuant to this invitation, nor is the bidder a City employee or board member whose bid creates a conflict of interest. A conflict of interest would arise if a City employee or board member were in a position to affect either the decision to solicit bids or the selection of the successful bidder.
- B. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to this Invitation.
- C. The authorized signer of the bid document certifies that the contractor and each of its principals are not suspended or debarred by the City of Independence, State of Missouri or Federal government.
- D. All bidders shall complete, have notarized, and submit the attached non-conflict of interest and non-collusion form. Failure to submit the completed form shall be grounds for rejection of bid.

12. SUBMISSION OF BIDS

- A. Bids and any modifications (addendum) shall be submitted electronically through www.publicpurchase.com.
- B. Telephonic, emailed, paper, or faxed bids will not be considered, unless authorized in the ITB.
- C. Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the City, at no expense to the

City. If not consumed by testing, samples will be returned at bidders request and expense, unless otherwise specified in the ITB.

- D. Bids will be opened at the date and time indicated on the ITB cover page. An unofficial bid tabulation, with no indication of award or final numbers, will be made available upon request. Bidders must allow ample time for the City to create the tabulation (a minimum of five business days).
- E. A final bid tabulation and Notice of Intent to Award for bids over \$100,000 will be posted on the City's website and www.publicpurchase.com at least five days prior to City Council approval.

13. MODIFICATION OR WITHDRAWAL OF BIDS

Modification or withdrawal of bids will be via www.publicpurchase.com. Click on "Edit" response and delete the desired item(s) previously entered. Delete any uploaded documents, and click "Save". This will remove the initial response. Follow the same procedure to withdraw a bid before the bid deadline and simply cancel the submittal.

14. LATE BIDS

It is the responsibility of the bidder to submit the bid on or before the date and time of the ITB submission deadline. Bids will NOT be accepted after the date and time of closing under any circumstances.

15. QUALIFICATIONS OF BIDDERS

The City shall exercise due diligence in determining the responsibility of bidders. The bidder shall furnish all information, within the time frame specified, if requested by the City. The City reserves the right to reject any bid if the information is not submitted in a timely manner or the information, or subsequent investigation, fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work as specified in the ITB.

The City may consider the following factors in determining a bidder's responsibility:

- A. The ability, capacity, and skill of the bidder to perform the contract or provide the required materials, equipment, or supplies;
- B. Whether the bidder can perform the contract or provide the materials, equipment, or supplies promptly or within the time specified without delay or interference;
- C. The quality of performance in previous contracts;
- D. The previous and current compliance by the bidder with laws and ordinances related to the contract or service;
- E. The sufficiency of the bidder's financial resources to perform the contract or provide the commodities;
- F. The ability of the bidder to provide future maintenance and service.

16. AWARD

Award shall be made to the lowest priced most responsive and responsible bidder who submits the bid most advantageous to the City. Additional considerations will be given to prior contract history with the City, references, warranty information, delivery schedule, and other requirements as specified in the ITB. The City reserves the right to accept or reject any or all bids or portions of bids, make multiple awards, to waive irregularities and technicalities, and to request re-bids on the materials or services described in the bid documents. The City reserves the right to award the contract on such materials or services as the City deems will best serve its interests. The City reserves the right to award the contract on a partial-order basis, lump-sum or individual-item basis, or such combination as shall best serve the interest of the City unless otherwise specified. Conditional bids, including bids in are subject to rejection in whole or in part at the sole discretion of the City. Bids that take exception to the City's General Terms and Conditions will be rejected.

17. RIGHT OF PROTEST

The Procurement Manager, or appointed designee, will accept written protests regarding the solicitation of any goods, services or commodities with a dollar value of \$100,000 or less within five (5) business days of a bid opening. For purchases over \$100,000, a Notice of Intent to Award will be posted on the Internet at www.publicpurchase.com. Any bid protest must be filed within five (5) business days of the date of posting of the Notice. Neither the City nor Public Purchase shall be responsible for directly notifying bidders of the Notice of Intent to Award.

Protests must be received in the office of the Procurement Manager and must contain the following information:

- A. Company name, address, phone number and signature of the authorized representative;
- B. Solicitation number;
- C. Detailed statement describing the grounds for the protest; and
- D. Supporting evidence or documents to substantiate the claim.

The Director of Finance and Administration will review the information provided and issue a written decision within five (5) business days of receipt of the protest. This decision shall be final.

GENERAL TERMS & CONDITIONS FOR CONSTRUCTION

18. CONTRACTOR'S RESPONSIBILITY

- A. The contractor explicitly understands and agrees that the City is in no way responsible for the cost to the contractor of the work, nor for the cost of the risks involved in executing the work, and that the payments herein provided include compensation for all risks as well as for all completed construction. It is expressly understood that the contractor is in all respects an independent contractor for this work and is in no respect an agent, servant or employee of the City. The contractor specifically represents that in performing work covered by this agreement he or she is the sole employer of all labor to be furnished in the performance of this work and that, within the meaning of all

federal and state unemployment compensation, insurance or other laws and all State Worker's Compensation Acts, the contractor's employees and the employees of all subcontractors are not employees of the City for any purpose whatsoever; also that the contractor accepts exclusive liability for all contributions, taxes, interest and penalties necessarily paid by the City under unemployment compensation, insurance or other laws on account of all persons employed by the contractor or any subcontractors hereunder, and the contractor hereby agrees to reimburse the City for all contributions, taxes, interest, penalties, if any, necessarily paid by the City under unemployment compensation, insurance or other laws covering employees of the contractor or any subcontractors.

- B. The contractor agrees to pay in full for all furnished materials and for all employed labor for the work or any part thereof, and to save the City free and harmless from any lien for work or labor performed, or materials or supplies furnished in the performance of the work under this contract, and from every claim, demand, or lien arising from or growing out of any act or thing done or suffered by the contractor or any agent, servants or subcontractors, and any employees in, about or connected with the construction of the work aforesaid. The contractor agrees to pay and discharge all bills and claims against the contractor in any way incurred in connection with the work herein provided for; it being intended hereby to cover the payment of all items, whatsoever their nature, in addition to items which entitle the claimant to a lien upon any property of said City by virtue of the laws of the State of Missouri.
- C. The contractor shall require any subcontractors deemed a transient employer as defined by State law to show proof of having filed a financial assurance instrument with the State Director of Revenue and to show proof that the subcontractor holds a current valid certificate of insurance for workers' compensation coverage in Missouri prior to the subcontractor performing any work under the contract. If required by the State Director of Revenue or the State Director of the Division of Worker's Compensation, the contractor will withhold all or any part of payment to the subcontractor to satisfy State law.
- D. The contractor agrees to comply in all respects with the requirements of law relating to furnishing reports and statements, or as may be reasonably required by the City.
- E. It shall be the responsibility of the contractor to examine the site of the work to determine the amount of work to be done in connection with the construction herein specified, the quantities of material required, and the construction equipment and labor necessary for the performance of the contract. By submission of a bid for this work, the contractor represents that he or she has investigated the character of the work and conditions which may be encountered, and the quantities and types of related work not covered by unit prices, and agrees that the data furnished herein is merely informative and represents the best information available at the time of advertising for bids. The contractor understands that such information or data is furnished to the bidder without guarantee of its accuracy and variations from the indicated amounts or types of work, other than that covered by contract unit prices, required to complete the contract will not entitle the City to any credits or the contractor to any extra payment.

19. APPLICABLE CODES AND STANDARDS

- A. Reference to standard specifications of any technical society, organization or association, or to codes of local or state authorities, shall mean the latest such standard, code, specification or tentative specification adopted and published at the date of taking of bids, unless specifically otherwise stated. Applicable codes and standards referred to in these specifications shall establish minimum requirements for equipment, materials and construction and shall be superseded by more stringent requirements of drawings and specifications when and where they occur.
- B. All construction methods and tools shall meet all State of Missouri safety requirements and comply with commonly accepted standards for safety and health of personnel engaged in construction work.

20. COMPLIANCE WITH LAWS, PERMITS, LICENSES AND TAXES

- A. The contractor shall conform to and comply with all applicable laws, bylaws, regulations and ordinances with regard to all and every action and operation, and shall require conformity and compliance of all subcontractors and employees in such a manner as to save the City harmless. The contractor shall secure and be financially responsible for all permits, licenses, approvals, acceptances, etc., relative to the conduct of all work and shall give all notices necessary to the due and lawful prosecution of the work. Fees for required City permits for work within the construction limits will not be waived.
- B. The City is exempt from sales tax. This includes purchases by contractors for City projects. The City will provide a certificate to contractors for their use in obtaining the sales tax exemption. Contractors are to prepare their bids for City projects without including sales tax. It is the responsibility of the contractor to request a tax exempt certificate and a project tax exemption certificate before the project begins. Missouri state law prohibits issuance of project exemption certificates after the project is completed.

21. FORCE MAJEURE

Neither party shall be liable for delays, or defaults in the performance of a contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence. Neither party shall penalize or add any additional fees, surcharges, or any other financial requirements due to force majeure.

22. PATENTS

The bidder warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent or copyright and bidder covenants they will at their own expense, defend every suit that may be brought against the City, or those selling or using City's product (provided winning bidder is promptly notified of such suit and all documentation delivered) for any alleged infringement of any patent or copyright by reason of the sale or use of such articles; and contractor agrees they will pay all costs, damages, and profits recoverable in any such suit. All fees or royalties for any patented article or operation of work or any part thereof, or any materials, tools, implements, machinery, fixtures, or anything used shall be included in the price stipulated in the bid, and the contractor shall protect and hold harmless the City against all demands for such fees, royalties, and claims.

23. SUPERVISION AND INSPECTION

- A. The work herein considered is to be constructed in accordance with the contract documents. Wherever the words "directed, permitted,

approved, acceptable, satisfactory," or words or phrases of similar import occur in the contract documents, they shall be understood to be functions of the City and to be exercised at the City's discretion.

- B. Methods of construction and procedure shall be of the contractor's own selection, provided no requirement of the contract documents is violated and the work is completed within the time allowed. Approval of the City of any construction device or method, or absence of disapproval, shall not relieve the Contractor of full responsibility for any failure thereof and shall not connote and is not intended to connote that the City will direct the manner in which the work is to be performed under the contract.
- C. All materials and every process of manufacture and construction shall be subject to inspection at all times and the City or any representative shall have free access to all operations. The Contractor shall provide necessary facilities for inspecting workmanship and testing of materials, and the City shall have the right to select suitable samples of materials for testing and examination, which the contractor shall supply without charge. In case such samples must be shipped to some other point for inspection or testing, the contractor shall box or crate samples as necessary and shall deliver them at points designated for shipment, without charge. Omission of inspection shall not relieve the contractor of any obligation to produce the work required by plans and specifications.
- D. Rejected materials shall be removed promptly from the vicinity of the work and the contractor shall promptly remove, reconstruct, replace and make good as may be directed, without charge, any defective work. If in the judgment of the City, the defective work would perform within an allowable tolerance, the contractor may be given the choice of receiving reduced payment for the work or removing and replacing the defective work. Oversight or error of judgment of inspectors, or previous acceptance, shall not relieve the Contractor from the obligation to make good defects whenever discovered. If the contractor does not make corrections of such condemned work and remove rejected materials within a reasonable time, as fixed by written notice, the City may make removals and corrections and charge the expense to the contractor.
- E. The contractor shall furnish to the City any information concerning the nature or source of any material or equipment or part thereof which the contractor proposes to use. Tests may be conducted where, in the opinion of the City, such are necessary. Where the contractor desires to propose for use in the work any material or product as an alternative or equivalent to a material or product specified herein, the contractor will be required to submit samples to a testing bureau designated by the City, and shall pay the cost of such testing and analysis as may be required to determine the suitability of such materials and products.

24. PERSONAL LIABILITIES

In carrying out any of the provisions of a contract or in exercising any power or authority granted to them thereby, there shall be no personal liability upon any member, agent or representative of the City. No act or failure to act on the part of the City or any agent of the City, payment for the work in whole or in part, extension of time or possession taken of the work, shall operate as a waiver of any right to damages therein provided for; nor shall waiver or breach of contract be held to be a waiver of any other or subsequent breach.

25. SUBLETTING OR ASSIGNING CONTRACT

- A. The contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or contracts or any portion thereof, or of the contractor's right, title or interest therein, without written consent of the City. Request for permission to sublet, assign or otherwise dispose of any portion of the contract shall be in writing and shall be accompanied by evidence that the organization which will perform the work is particularly experienced and equipped for such work.
 - (1) In case such consent is given, the contractor will be permitted to sublet a portion thereof, but the contractor shall perform work amounting to not less than 50% of the total contract cost, except that any items designated by the City as specialty items so performed by subcontract may be deducted from the total contract cost before computing the amount of work required to be performed by the contractor.

The value of the work sublet will be determined by multiplying the number of units of any contract item sublet by the unit price as set forth in the original contract, or by a price agreed to by the City where no unit price is included in the contract for the work sublet. Approval of the subcontract is in no way approval of the unit prices in the subcontract. The subcontractor shall perform the work described in the subcontract agreement. The contractor shall furnish the City a signed copy of the subcontract on request.

- B. No subcontracts or transfer of contract shall in any case release the contractor of his or her liability under the contract and bonds.

26. COOPERATION WITH OTHERS

The contractor and subcontractors will be expected to cooperate with forces of the City, utility companies or other contractors who may be working in the area. No delay of this contract work due to avoidable conflicts will be allowed. The contractor shall, as far as possible, arrange work schedules and dispose of materials so as not to interfere with the operations of other contractors or others engaged upon the project or nearby. The contractor shall also join his or her work to that of others in a proper manner, in accordance with the spirit and intent of the contract documents and perform his or her work in proper sequence in relation to that of other contracts.

27. PLANS (CONTRACT DRAWINGS)

- A. Certain plans prepared on behalf of the City, and elsewhere described and named to accompany and supplement these provisions, constitute a part of the contract documents. Such plans are agreed to be constructively attached to the contract documents, although convenience may preclude physical attachment.
- B. The City shall have the right to modify details of these plans to provide final, or checked, plans in lieu of any preliminary or unchecked plans, as the work proceeds, all of which shall be considered as plans accompanying the contract documents. The contractor shall not take advantage of any errors or discrepancies discovered in the plans, but shall report same, and the City will make or approve the necessary corrections.
- C. The contractor will be provided, at no cost, a maximum of ten sets of contract documents. Additional sets of these documents will be supplied at the cost of printing, materials and delivery.

28. NOTICE TO PROCEED

- A. Upon receipt of contract documents fully executed by the City, the contractor shall immediately proceed with activities pertaining to the work, such as specified coordination submittals and required conferences. The contractor shall not move onto the site until the City has issued a written Notice to Proceed.
- B. The Notice to Proceed will be issued upon completion of (a) receipt of acceptable copies of insurance policies and certificates, (b) acceptance of specified coordination submittals, i.e., Program of Construction, Schedule of Values, etc., and (c) the conclusion of initial coordination conferences. The date of Notice to Proceed shall be that on which the contractor may move onto the site, unless otherwise set forth in the said notice, which date will not be more than thirty days after the date of contract, unless City and contractor agree upon a longer time. The completion time of contract shall be the number of calendar days stated in the contract beginning with the date of Notice to Proceed or date stated therein.

29. GENERAL PROVISIONS CONCERNING TIME

- A. The construction herein provided for is to be completed within certain times as set forth in the contract documents. No payment shall be made to the contractor on account of any delays whatsoever, no matter by what or by whom caused, even by other contractors on the same work, or by reason of the City's acts in giving directions, in rejecting materials, methods or workmanship, or by seasons, weather or stream fluctuations. The amount provided in the contract for payment for the work items is understood and agreed to include and cover all expenses due to delays. Extensions of time for completion will be granted under the following conditions:
 - (1) If the City should, in writing, direct deferment of the beginning of work beyond the official date to begin work, or if the City should order the work closed down or temporarily discontinued, corresponding extensions of time would be granted with due consideration for changed working conditions incident to seasons and weather.
 - (2) If the final contract price, as increased by duly executed change order(s), exceeds the total contract price based on the estimated quantities as given in the bid, the time of completion will be set forward a number of working days in the proportion that such excess cost bears to the cost based on estimated quantities.
 - (3) The contractor is requested to bring to the attention of the City, in writing and during the progress of the work, the occurrence of events that the contractor may warrant extension of time under the conditions of the contract. If the contract is not completed within the time stipulated, the contractor shall, at the conclusion of the work, present a written statement to the City concerning all matters of time extensions.
 - (4) The amount of all extensions of time, for whatever reason drafted, shall be determined by the City with due consideration of working seasons and working conditions. In general, only actual and not constructive or hypothetical days of delay will be considered. The City shall have authority to draft additional extensions of time as the City may deem advisable and justifiable.
 - (5) If the contractor fails to complete the work within the time fixed by the contract or extensions thereof, and if the City shall nevertheless permit the contractor to continue and complete the same, such permission shall neither modify nor waive any liability of the contractor for damages arising from non-compliance of the work within the said time, but all liabilities shall continue in full force against the contractor.
- B. With only the exceptions outlined herein, all work under any contract shall be completed and ready for operation within the time listed in the bid after the Issuance of Notice to Proceed.

30. LIQUIDATED DAMAGES

- A. If the contractor shall neglect, refuse, or fail to complete the work within the time set forth above, or any proper extension thereof granted by the City, the contractor shall pay to the City the amount specified in the bid documents for each day the entire work is incomplete. Said obligation of the contractor is not a penalty but is liquidated damages for loss to the City and the public, after the expiration of the time stipulated in the contract, as adjusted by duly executed change orders, and will be deducted from any money due the contractor under the contract. The contractor and the surety of record shall be liable for any and all liquidated damages.

31. PREVAILING WAGE

If a contract is issued from this ITB that is valued at \$75,000 or above, the contract shall be based upon payment by the contractor or contractor's subcontractors of wage rates not less than prevailing hourly wage rate for each craft or classification of workers engaged to perform the work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and Industrial Relations. The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work, which may be performed by any worker in any particular period of time. The contractor shall submit certified payrolls to the City's project manager. Prevailing wage requirements include:

- A. State of Missouri prevailing wage rates per current wage order for Jackson County, Missouri that is named in the specifications section of this solicitation. Prevailing wages must be paid by the successful contractor in accordance with labor involved for this project (Section 290.250, RSMo).
- B. The contractor will forfeit a penalty to the City of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing wage rate for any work done under the contract the by contractor or by any subcontractor (Section 290.250, RSMo).
- C. The contractor and all subcontractors to the contract must require all onsite employees to complete the ten-hour construction safety training program required under Section 292.675, RSMo, unless they have previously completed the program and have documentation of having done so.
- D. The contract will forfeit a penalty to the contracting public body of \$2,500 plus an additional \$100 for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training (Section 292.675, RSMo).
- E. The City's Procurement Division will file a Prevailing Wage Project Notification form (PW-2) to the Division of Labor Standards upon issuance of the contract and retain copy in City files.

- F. While the contract work is being performed, a legible list of all prevailing wage rates must remain posted in a prominent and easily accessible place at the worksite by each contractor and subcontractor on the project (Section 290.265, RSMo).
- G. Before final payment can be made, the general contractor and all subcontractors must file an Affidavit of Compliance form PW-4 with the City of Independence. The affidavit must state the contractor has fully complied with Missouri Prevailing Wage Law, and the City must verify that the correct wages were paid. No payment can be legally made by the City to the contractor(s) until the affidavit is filed in proper form and order with the City.
- H. The City's Project Manager shall retain a copy of certified payroll in City files.

32. BOND AND MAINTENANCE GUARANTEE

The contractor shall provide, as stipulated in this ITB, a payment, performance, and maintenance bond for faithful performance of the contract and for persons performing labor or furnishing materials in connection therewith, with sureties satisfactory to the City and in the form provided. This bond shall be in the full amount of the contract and shall have as surety thereon a company authorized to do business in the State of Missouri, qualified as acceptable surety for United States government deposits, and acceptable to the City.

The contractor will guarantee that the equipment, materials and workmanship furnished under the contract will be as specified and will be free from defect for a period of two years from the date of final City acceptance. In addition, the equipment or materials furnished by the contractor shall, upon receipt of notice from the City, be repaired or replaced without expense to the City, and the contractor shall save the City harmless from any damage from faulty workmanship or materials installed under the contract.

33. TAKING OVER WORK AND WITHHOLDING PAYMENTS

- A. If the contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or if it should become evident to the City that the contractor is not making proper progress to ensure completion within the specified time, or is prosecuting the work with insufficient, inadequate, or unsuitable plant and equipment, or has failed to make good rejected work or materials, the City shall have the right, without violation of contract, after giving the contractor seven days' notice in writing, to undertake itself either by administration or by letting contract(s) to other parties, the completion of the said work which is being thus neglected, or to supplement the contractor's work and operations by supplying additional plant, equipment, materials or labor.
- B. Should the City's work cost less than the contractor would have been paid, the difference shall be paid to the contractor. However, should it cost more, the difference shall be payable by the contractor and the contractor shall, on demand, pay the amount of excess to the City. Under these circumstances and for these purposes, the City shall have the right to enter upon and take temporary possession of the plant, tools, and supplies of said contractor, or any part thereof.

In addition to the percentage of payments to be temporarily retained by the City, pending completion of the work, the City shall have the right to withhold sufficient amounts of any payment otherwise due the contractor to cover failure of the contractor to make proper payment on amounts past due and payable for just claims for labor, materials and services applied to the work of the contract, and for defective work not remedied. The City shall have the right to act as agent for the contractor in disbursing such withheld funds to the party or parties entitled thereto, and in case of such disbursements shall render the Contractor a full accounting for all such funds.

- C. The City shall not be obligated to take any such action and the failure of the City to act under this and similar clauses of the specifications shall not relieve the contractor from any responsibilities, obligations, or liabilities resulting from failure to complete the contract within the times prescribed.

34. USE OF COMPLETED WORK

The City may, prior to the completion of all the work performed by the contractor or acceptance thereof by the City, enter upon and use any portion of said work without any compensation or payment whatever to the contractor for any delay in the work caused by such use. Such taking possession and use shall not be deemed as acceptance of the work so taken and used, or any part thereof.

35. SAFETY PRACTICES AND ACCIDENT PREVENTION

- A. In the performance of the contract, the contractor and subcontractors shall comply with and observe all of the requirements of the Federal Occupational Safety and Health Act (OSHA), and all rules and regulations published in connection therewith. The contractor shall provide equipment and medical facilities as are necessary to supply first aid to anyone who may be injured in connection with the project. Provisions must also be made for the immediate removal and hospitalization in case of emergency. Anyone acting in a supervisory capacity should have authority to order such emergency action.
- B. Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes and the like shall be observed. Machinery and equipment and other hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are consistent with applicable law or regulation.
- C. The contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient red or yellow lights, danger signals, warning and closure signs, and shall provide watchers and take all necessary precautions for the protection of the work and the safety of the public.

36. LIABILITIES, DAMAGES, AND ACCIDENTS

- A. The contractor shall assume and be responsible for and shall indemnify, protect and save harmless the City against any and all claims, demands or causes of action by any party or parties whatsoever for loss, injury or damage of any kind or character, either to persons or to property, directly or indirectly arising out of his/her operations or the acts or omissions of the contractor, any agents or workers. The contractor shall pay all judgments obtained by reason of accidents, injuries or damages in any suit or suits against the City, including all legal

costs, court expenses and other like expenses; the contractor shall have the option of assuming the sole defense of such suits.

- B. The contractor shall assume all risks of loss and damage to the contractor's property and to property in his/her custody and to the property of any employees, agents, and servants, howsoever caused; all risks of damage resulting from the death of or injury to himself/herself, any agents and servants, while engaged in said work and while traveling to and from the same; and he/she agrees to hold the City free and harmless from all loss, cost and expense on account thereof, and agrees to indemnify and save harmless the City from all loss, cost and expense arising or growing out of any injury to any employee of the City caused by the negligence of the contractor or any employees; also from all loss, cost and expense arising or growing out of any injury to any person while upon the premises of the City caused by the negligence of the contractor, or any employee; also from all loss, cost and expense arising or growing out of any damage to any property, whether belonging to the City or not.
- C. All delivered materials and portions of completed work shall be deemed to have become the property of the City, but the contractor shall store materials and shall be responsible for and shall maintain partly or wholly finished work during the continuance of the contract, and until final acceptance of the work covered by the contract. If any materials or parts of the work be lost, damaged or destroyed by any means whatsoever, the contractor shall satisfactorily repair and replace the same at his or her own cost.

37. INSURANCE REQUIREMENTS

Construction

- A. Contractor shall procure, and maintain as required, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Scope of Services/Project. The cost of such insurance shall be included in the Contractor's bid.
- B. Contractor shall maintain the following coverages and minimum limits:
 - 1. Commercial General Liability: [ISO "occurrence" form or its equivalent]
 - a. \$2,000,000 General Aggregate
 - b. \$1,000,000 per occurrence limit Bodily injury/Property damage
 - c. \$1,000,000 Personal/Advertising injury
 - d. \$1,000,000 Products & Completed operations aggregate limit.
 - 2. Business Auto Coverage: (Applicable to any *Owned, hired, and non-owned autos*) \$1,000,000 property damage / bodily injury, combined single per Accident limit – Any Auto. If no autos are owned by the proposing Contractor, a non-owned auto liability endorsement on the Commercial General Liability program is acceptable.
 - 3. Workers Compensation and Employers Liability: Workers compensation limits as required by the statutes of the state of Missouri and employers' liability limits of \$100,000/\$500,000/\$100,000. When workers compensation insurance policy is applicable "other states" coverage is required. Regardless of any minimum number of employees to trigger statutory responsibility, the City requires evidence of Workers' Compensation insurance should the Contractor have any employees.
 - 4. Umbrella Liability: minimum limit of \$1,000,000 excess of Commercial General Liability.

Exposure Limits: The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of the Contractor nor has the City assessed the risk that may be applicable to Contractor. Contractor shall assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverages. The Contractor's insurance shall be primary and any insurance or self-insurance maintained by the City shall be excess for the City and not contribute with the coverage maintained by Contractor.

Coverage Limits: Coverage limits for General and Auto Liability exposures may be met by a combination of primary and umbrella policy limits.

- C. Additional Insured. The City shall be listed by ISO endorsement or its equivalent as additional insureds for the service/project as the City's interest may appear on the General Liability and any applicable Umbrella Liability. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. Verification of Coverage.
 - 1. A certificate of insurance accompanied by an additional insured ISO form endorsement (CG 20 10; and CG 20 37) or equivalent effecting the coverage required by the City which includes products and completed operations.
 - 2. The insurance coverages are to be provided by Missouri admitted insurance companies with a Best's rating of at least A-:VII. Those not admitted must be approved by City.
 - 3. Any self-insurance or self-insured retentions must be specified on the certificate of insurance if \$50,000 or higher per claim/loss. In addition, when self-insured the name, address, and telephone number of the claims office must be indicated on the certificate or separate attached document. Any and all deductibles or self-insurance in the above describes coverages shall be the responsibility and at the sole risk of the Contractor.
 - 4. When any of the foregoing insurance coverages are required to remain in force after final payment, additional certificates with appropriate endorsements evidencing continuation of such coverage shall be submitted along with the application for final payment.
 - 5. Any coverage provided by a Claims-Made form policy must contain a three-year tail option, extended reporting period, or must be maintained for three years post contract.
 - 6. Any deviation from the requirements set forth in this Insurance section may be allowed by the City Risk Manager subject to the City Legal Department's review and approval.
- E. Cancellation. Each insurance policy required shall not be suspended, voided, or canceled; except after thirty (30) days' advance written notice has been given to the City.

F. Subcontractors. The Contractor may include all subcontractors as additional insured under its insurance policies or shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

G. Indemnity

1. Loss: For purposes of indemnification requirements, the term "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with the performance of this Agreement.
2. Indemnification and Hold Harmless: For purposes of this Agreement, Consultant agrees to indemnify, defend and hold harmless City and its agents from any and all Loss where Loss is caused or incurred as a result of the intentional misconduct, recklessness, negligence, or other actionable fault of Consultant or its subcontractors.
3. Comparative Fault & Contributory Negligence: It is a specific element of consideration of this Agreement that the indemnity in Section V.E.2 will apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of City or any Third Party and, further notwithstanding any theory of law including, but not limited to, a characterization of City's or any Third Party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that Consultant's obligation hereunder will not include amounts attributable to the fault or negligence of City or any Third Party for whom Consultant is not responsible.
4. Damage Limitations: The indemnification obligation contained in this Agreement will not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for Consultant or its subcontractors, by the minimum insurance required by this Agreement, nor under workers' compensation acts, disability benefit acts, or other employee benefit acts.
5. Negligence by the City: Consultant is not required hereunder to defend City or its agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on City's negligence.

Comply: RY Exception: _____

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

By signing its proposal, respondent acknowledges that it has read and understand the insurance requirements for the proposal.

Respondent also understand that the certificate of required insurance must be submitted within fifteen (15) days following the notification of award. No final contract will be signed by the City until all Certificate of Insurance are received and meet the minimums noted herein.

The contractor shall not commence work under this contract until he or she has obtained all insurance required under this section and elsewhere in the contract documents, such as exceptional insurance requirements outlined in the contract special provisions, and such insurance has been approved by the City.

38. CHANGES IN AMOUNTS OF WORK

The City shall have the right to increase or diminish the quantity, to change the order, or to dispense with portions of the work at any time without impairing the contract and without changing the unit prices to be paid.

In case of increase in amount of work, payment for such increase at the unit price bid for the work or the classes so increased shall be full compensation for the work done. When changes to work occur that are not covered in the contract documents and involving added cost, they will be performed only on a written change order signed by the contractor and duly processed by the City. All costs and indirect costs, including overhead, bond, and profit shall be submitted as a maximum cost figure on this change order. The Contractor shall not proceed with any work under a change order requiring additional materials or costs until written approval is given by the City.

The City may at or prior to contract award appropriate up to ten percent more than the contract value to be reserved for change orders to the project. Administrative change orders may be processed for the contract up to appropriation amounts. Administrative change orders may be for unit price extensions, cost plus additions, or negotiated prices and are to be in written form approved by the City. Change orders that exceed 10% of the total contract price require approval by the City Council, unless otherwise specified in the ITB.

39. NEW ITEMS

- A. The City shall have the right to require the contractor to perform work or supply materials essential to the completion of the work, of a class or type not provided for in the contract documents, or not included and covered under classifications for which price payments are provided in the contract. This work shall be added as a new line item.
- B. When a new item is ordered, it shall be paid for as the City may elect, either by a lump sum or by unit prices mutually agreed upon by the City and the contractor in writing, or, if such agreement cannot be made or the City so elects, on the basis of estimated cost to the contractor of constituent unfabricated materials, including fuel, or applied labor, and of liability insurance for labor, plus 20% thereof to cover and include contractor's profit, superintendence, overhead, and indirect expense, including interest on borrowed money and premiums on bonds, and for the use of plant, equipment, tools, and appliances. Where manufactured or fabricated materials or articles are to be purchased for installation or some of the work is done by subcontract the contractor shall estimate 5% over and above the contractor's costs of such items instead of 20%. For such work, plant and tools shall be provided of the same general character as employed for similar kinds of operations on the project.
- C. The contractor shall not begin any work for which new items are provided in the contract without written approval from the City.

40. NOTICE OF CLAIMS FOR EXTRA COMPENSATION

Should any conditions arise which in the contractor's opinion will require any claims or demands for extra or additional compensation above that fixed by the contract, or on which he or she contemplates bringing claims for such extra compensation, the contractor shall promptly and before incurring any expenses, notify the City in writing of the conditions and circumstances and that such claims are anticipated. The contractor agrees that any claims made without such advance notice, and not presented in such a way as to enable the City to observe conditions as they occur and to verify expenses as they occur and to determine with certainty the correctness of such claims and of the expenses involved, are waived and shall be null and void. The contractor shall not proceed with any work requiring added compensation until written approval is given by the City.

41. ACCEPTANCE OF WORK

No part of the construction will be finally accepted until the all construction is completed in its entirety. Upon final completion of the work, the City will make final inspection and when it is found that the contractor has completed the entire contract in accordance with the contract documents, the City will thereupon issue a written order of acceptance and the final pay estimate will be rendered.

42. METHODS OF PAYMENT

- A. Lump Sum Payment: When so indicated in the ITB, payment will be made for the entire contract upon completion, final inspection, approval of as-built record plans and acceptance of the work.
- B. Partial (Progress) Payments: Payments will be made at unit prices shown in the bid with work in place as described in the contract documents as a basis for making monthly pay estimates. Before the first application for payment, the contractor shall submit to the City a schedule of values of the various portions of the work, including quantities, if required by the City, aggregating the total contract sum, divided according to subcontractors and prepared in such form as the City and the contractor may agree upon, and supported by such data to substantiate its correctness as the City may require. Each item in the schedule of values shall include its proper share of overhead and profit and this schedule, when approved, shall be used only as a basis for the contractor's application for payment.

At least 15 calendar days before each payment will fall due, the contractor shall submit to the City an itemized application for payment, supported to the extent required by the City by receipts or vouchers showing payments for materials and labor, payments to subcontractors, and such other evidence of the right to payment as the City may direct. On or about the first day of the month, the City will make an estimate of the value of the total work done and shall pay to the contractor, within 15 days, 90% of the amount of such estimated sum, less the sum of all previous payments. No payments will be made on account of materials not to be incorporated in the work. Progress payments will be made to the contractor based on 90% of the value of the work satisfactorily completed and for the unused material on hand at the time of the progress estimate. After the contract is 50% completed, payments may be increased by the full value of the additional work satisfactorily completed. The retained percentage will be withheld by the City until final payment is authorized, except that when the work is stated as substantially complete in writing, the City may reduce the retained percentage to an amount equal to two hundred percent of the remaining minor items to be completed.

As directed in writing by the City, adjustments may be made in the estimates for quantities shown under each bid item at the unit prices named in the bid, so long as these adjustments do not result in an excess of the total contract amount.

It is agreed by the Contractor that any payments or advancements of funds to be made to the contractor under provisions of this agreement shall not be assigned or pledged by contractor unless consent in writing is first obtained from the City.

- C. Force Account may be applied under the following conditions:
 - (1) Force Account work will be measured and paid for on a contractor's cost plus a percentage basis.
 - (2) The contractor's cost is hereby defined and shall include the amounts required to pay subcontractors plus the costs of contractor's as follows:
 - a. Labor Costs
 - (i) The payroll cost for all workers such as foremen, mechanics, craftsmen, and laborers.
 - (ii) All incidental labor expenses incurred as a direct result of the performance of the work, including payroll taxes, worker's compensation, pension, and retirement allowances and social security insurance or other regular payroll charges on same.
 - b. Material and Equipment Costs
 - (i) The cost of all materials and equipment required, delivered to the construction site that are not furnished by City or others.
 - (ii) Sales and use taxes applicable to such materials and equipment.
 - c. Supplemental Costs
 - (i) Rental for all power-driven equipment at agreed-upon rates shall be charged against Force Account work only for the actual time which the equipment is used specifically therefore.
 - (ii) Transportation charges necessarily incurred in connection with such equipment, which is not already on the site.
 - (iii) Cost of power, fuel, lubricants, and water required for such equipment (may be included in agreed-upon rate).
 - (iv) Additional cost for surety bonds, liability and property damage, and other insurance required, where cost is necessarily increased by coverage of the Force Account Work.
 - d. The above definitions and requirements apply equally to work done by subcontractors, suppliers and manufacturers.
 - e. The percentages, which shall be added to the several items of contractor's cost, are as follows:
 - (i) Amounts paid to subcontractors - 5%
 - (ii) Labor costs - 10%
 - (iii) Material and equipment costs - 10%
 - (iv) Supplemental costs - 0%

- (3) The above percentages shall be understood to include all other costs and full compensation for profit, overhead, superintendence, field office expense and all other elements of cost not included in the "contractor's cost," as herein defined.
- (4) The contractor shall keep and present in an acceptable form an accurate account with vouchers of the several items of cost, including those of subcontractors performing Force Account work.
- D. Late Payment Clause: If the City fails to make a monthly pay estimate thirty (30) days after approval, in addition to other remedies available to the contractor, then interest shall be added to each payment at the maximum legal rate, commencing on the first day after said payment is due and continuing until the payment is received by the contractor. The legal rate of interest shall be as specified in R.S.Mo 34.057.

43. ACCEPTANCE AND FINAL PAYMENT

Upon determination by the City that all work has been completed in accordance with the contract, and approval of as-built plans submitted for record, the City will accept the project as such by an approved Letter of Acceptance. When the work has been so completed and certified by the City, a final estimate will be executed and submitted which will provide payment to the contractor for the entire sum due as set forth in the contract documents, including all amounts previously retained by the City. All prior partial estimates and payments shall be subject to correction by the City in this final estimate and payment. Payments for the work will be made by the City's credit card, which is the preferred method of payment with no added fees; or check by the City of Independence, Missouri, as herein specified.

44. MISSOURI SUNSHINE LAW

The bidder acknowledges and agrees that the City is bound by the Missouri Open Records Law (Sunshine Law) and cannot protect information for the sole reason that it is marked "confidential" or "proprietary". All information submitted in response to this ITB shall be available for public review in accordance with all federal, state and local laws after: 1) posting of the Notice of Intent to Award; 2) a contract has been executed; or 3) all bids have been rejected. Requests must be submitted in writing to the Procurement Manager, City of Independence.

45. FIRM PRICES

The bidder warrants that prices quoted in their bid will be firm for acceptance for a period of not less than 120 days from the bid opening date unless otherwise specified in the bid document. Such prices will remain firm for the period of time specified in the purchase order or contract. The City shall not be responsible to pay surcharges or any other fees not disclosed in the bid and agreed upon between the parties.

46. GENERAL GUARANTY AND WARRANTY

The contractor warrants that all materials, fixtures, and equipment furnished by the contractor and his subcontractors shall be new, of good quality, and of good title, and that the work will be done in a neat and workmanlike manner. The contractor also guarantees the workmanship and materials for a minimum period of one year from the date of final acceptance of all the work required by the contract. Furthermore, the contractor shall furnish the City with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the contract.

47. TERMINATION

City may terminate or suspend performance of a contract for City's convenience upon written notice to contractor. City shall pay contractor for all the services performed till the date of the termination by the City or suspension expenses.

A contract may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of the contract. The nonperforming party shall have ten (10) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. Risk to persons or property shall result in immediate termination of the contract.

48. AVAILABILITY OF FUNDING

Any resulting contract or purchase order is contingent upon the availability of funding and allocation of City funds. The City may cancel any contract or purchase order immediately by giving written notice to the contractor, in the case of a reduction or elimination of funds or funding for any project, commodity, or service.

49. CHOICE OF LAW

Any dispute related to a contract resulting from this ITB shall be governed by the laws of the State of Missouri. The City and the contractor agree that the performance of a contract will be deemed to have occurred in the State of Missouri and that contractor's performance under a contract will be deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under a contract shall be exclusively in the Sixteenth Judicial Circuit of Missouri and the contractor submits to personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to that court.

50. PRECEDENCE OF DOCUMENTS

The ITB including the terms and conditions, the successful bidder's (contractor) response and written quote, and purchase order shall constitute the entire contract for each project. If these General Terms & Conditions be in conflict with any attached Special Conditions, the Special Conditions will supersede the General Terms & Conditions. In case of a discrepancy, the purchase order shall take precedence over the ITB and the ITB shall take precedence over the contractor's response and written quote for each project.

AFFIDAVIT
TO
CITY OF INDEPENDENCE, MISSOURI
ON
SALISBURY ROAD WATER MAIN REPLACEMENT
(PECK RD. TO EAST OF SPORTS COMPLEX)
Project No. C22-148 - 402011

Acknowledgment

STATE OF MISSOURI)
)ss
COUNTY OF JACKSON)

THE UNDERSIGNED, ROBERT C. YUNGER, of lawful age and being first duly sworn, states upon oath that he/~~she~~ is the PRESIDENT of PYRAMID EXC. & CONST. INC., the Contractor submitting the attached Proposal; that he/~~she~~ knows of his/~~her~~ own knowledge and states it to be a fact that neither said Proposal nor the computation upon which it is based include any amount of money, estimates or allowance representing wages, monies or expenses, however designated, proposed to be paid to persons who are not to be required to furnish materials or actually perform services upon or as part of the proposed project.

/s/ 
Affiant ROBERT C. YUNGER, PRESIDENT

Subscribed and sworn to before me, a Notary Public in and for the County and State aforesaid, this 2ND day of MARCH, 2022.

/s/ 
Notary Public

My commission expires:

OCTOBER 26, 2024

KRISTIN YUNGER
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES 10/26/2024
COMMISSION # 16949604

REFERENCE SHEET

In the interests of the Owner's convenience and possible saving of time, the Bidder invites attention to the following projects containing work similar or comparable to that which is covered in the foregoing bid and which have been completed successfully under his direction. Please supply a minimum of three (3) references within the past three (3) years.

PROJECT	OWNER AND PHONE NUMBER
SEE ATTACHED	

In the same spirit as above, the Bidder submits the following financial references who regularly serve him as suppliers of materials or services, with the understanding that this information is not, at this time, a requirement for consideration of the attached proposal.

SUPPLIER OR BANK	ADDRESS AND PHONE NUMBER
SEE ATTACHED	

**LIST OF SUBCONTRACTORS AND
IDENTIFICATIONS OF PARTICIPATING M.B.E.'S**

The undersigned submits the following list of subcontractors, suppliers and minority business enterprises proposed in accomplishing the work of this contract. The use of these subcontractors, suppliers and minority business enterprises, as submitted and approved by the Owner shall be considered a condition of the contract and changes thereto will be permitted only by written consent of the Owner. The work each subcontractor and supplier is to perform and the dollar value of each proposed subcontract is as follows:

Contractor or Supplier	Minority or Non-Minority Owned	Description of Work	\$ Value of Work	% of Total Contract
OLATHE WINWATER		SUPPLIER OF PIPE		

By: 
Owner
ROBERT C. YUNGER, PRESIDENT

Dated: MARCH 2, 2022

AFFIDAVIT OF COMPLIANCE

WITH IMMIGRATION LAW

STATE OF MISSOURI)

COUNTY OF JACKSON)

THE UNDERSIGNED ROBERT C. YUNGER, of lawful age and being first duly sworn, states upon oath that ~~(X)~~he is the PRESIDENT of PYRAMID EXC. & CONST. INC, the Contractor submitting the attached proposal and that the Contractor is enrolled and participates in a federal work authorization program with respect to the employees that will perform work under the contract and that the Contractor does not knowingly employ to perform work under this contract any person who is an unauthorized alien.


ROBERT C. YUNGER, PRESIDENT

Subscribed and sworn to before me, a Notary Public, in and for the County and State aforesaid, this 2ND day of MARCH, 2022.



My Commission Expires: OCTOBER 26, 2024

**KRISTIN YUNGER
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES 10/26/2024
COMMISSION # 16949604**

CONTRACTOR PREFERENCES AND QUALIFICATIONS

When entering into any contract which exceeds \$300,000.00 involving labor or hiring any labor for public contract work, preference may be given to contractors, mechanics, artisans or other laborers of any class, who shall have actually resided in Jackson County, Missouri, for a period of six months preceding the start of their engagement.

- a. A contract or purchase may be awarded to a bidder utilizing local labor where the bid by such bidder is, in all material respects, comparable to the lowest responsible bid not utilizing local labor if the amount bid (labor, materials, and other services) by such bidder does not exceed the lowest bid not utilizing local labor by more than the following percentages, unless such an award is contrary to State or Federal law or regulation or unless the Council, at its discretion, determines prior to giving notice soliciting bids that the provisions of this section shall not apply to the contract or purchases:


\$0 to \$300,000.00 – No preference

\$300,000.00 to \$1,000,000 – Five percent (5%) on the first \$300,000 and no adjustment for the amount between \$300,000 and \$1,000,000

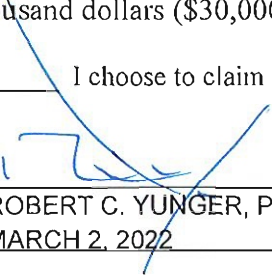
\$1,000,000.00 and Greater - Five percent (5%) higher on the first \$300,000.00 and two and one-half percent (2.5%) on the amount between \$300,000.00 and \$1,000,000.00

No additional adjustment for amounts in excess of \$1,000,000.00

The amount of any preference awarded will be based on the maximum preference awarded for size of the contract multiplied by the percentage of local labor, compared to the total labor for the work.

 I choose to claim the above local labor preference by providing 10% percent of local labor for the work.

Licensed businesses operating from a physical address in the City of Independence for a minimum of (6) months when quality, service and other terms of the purchase are equal to or better than the low bid. The local business shall be given a preference of ten percent (10%) over the low bid, provided that the difference between the low bid and the local bid does not exceed thirty thousand dollars (\$30,000.00) maximum.

 I choose to claim the above local labor preference.

By: 
ROBERT C. YUNGER, PRESIDENT

Dated: MARCH 2, 2022

CONTRACTOR PREFERENCES AND QUALIFICATIONS (CONTINUED)

All contractors bidding on construction contracts which exceed \$500,000 with the City of Independence shall meet qualification standards prior to acceptance of any bid.

To be determined qualified the contractor must provide or participate in each of the following for the benefit of its employees and in addition, the contractor will certify that all subcontractors under their control will comply with the following:

1. An ERISA-qualified medical welfare benefit plan or health insurance in some form.
2. A training program approved by and registered with the U.S. Department of Labor's Bureau of Apprenticeship and Training or equivalent.
3. An ERISA-qualified pension plan or a retirement benefit program.

I certify that the above qualifications are met and that all subcontractors to be used to perform the work will comply with the qualification standards.

By: 
ROBERT C. YUNGER, PRESIDENT

Date: MARCH 2, 2022



EXCAVATION & CONSTRUCTION, INC.

11102 Hickman Mills Drive • Kansas City, Missouri 64134

Ph. (816)765-4464 • Fax (816)765-4467

TRADE & SUBCONTRACTOR REFERENCE LIST

<u>COMPANY</u>	<u>CONTACT</u>	<u>PHONE/FAX</u>
OLATHE WINWATER WORKS 15347 S 169 HWY OLATHE, KANSAS 66062	JAY COOK	(913) 829-3300 (913) 829-3993
GREG BAIR TRACK HOE SERVICE, INC. 15300 BROADMOOR ST OVERLAND PARK, KANSAS 66223	GREG BAIR	(913) 897-1243 (913) 897-7022
BRUNER CONTRACTING COMPANY, LLC. 218 DELAWARE, SUITE 211 KANSAS CITY, MISSOURI 64105	CYNTHIA BRUNER	(816) 474-4300 (816) 474-4301

BOND REFERENCE

ALSCOTT, INC. 3940 MAIN STREET GRANDVIEW, MISSOURI, 64030	ROBERT L. COX II	(816) 537-0312
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BANK REFERENCE

COMMERCE BANK 1301 LOCUST STREET HARRISONVILLE, MISSOURI 64701	AARON RAINS	(816) 887-1201
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EXPERIENCE AND REFERENCE SUMMARY – COMPLETED PROJECTS

Project / Contract Number: #C22-148-402011

Project Title: SALISBURY ROAD WATER MAIN REPLACEMENT (PECK RD. EAST OF SPORTS COMPLEX)

Firm's Legal Name	PYRAMID EXCAVATION & CONSTRUCTION, INC.
Mailing Address	11102 HICKMAN MILLS DR, KANSAS CITY, MISSOURI 64134
Contact – Name & Email	ROBERT C. YUNGER RYUNGER@PYRAMIDEXCAVATION.COM
Contact – Phone & Fax	PH: (816) 765-4464 FX: (816) 765-4467

NO.	PROJECT & LOCATION	OWNER NAME & ADDRESS CONTACT & PHONE NUMBER	COMPLETION	\$ VALUE
1.	NORTHEAST INDUSTRIAL DISTRICT SEWER SEPARATION—DIVERSION STRUCTURE 006 PROJECT BID PACKAGE #3 – PUMP STATION AND FORCE MAIN—BID #2 Pyramid Excavation & Construction, Inc. General Contractor <i>*Sanitary sewer installation, 12-inch force main and pump station.</i>	CITY OF KANSAS CITY, MISSOURI WATER SERVICES DEPARTMENT MR. DAVID HAUSER, P.E. BURNS & MCDONALD (816) 513-0346	3/2018	\$2,166,590.42 81% self- performed 19% subcontracted
2.	SMSD OPERATIONS FACILITY Pyramid Excavation & Construction, Inc. General Contractor <i>*Site utilities (water distribution, storm drainage, sanitary sewer, water line) including rock and trench excavation.</i>	SHAWNEE MISSION USD 512 MANNING CONSTRUCTION COMPANY, INC. MR. ROB TINKER (816) 390-1007	5/2018	\$ 269,115.00 99% self- performed 1% subcontracted
3.	M-78 AND TRUMAN ROAD, PROJECT #70111307 Pyramid Excavation & Construction, Inc. General Contractor <i>*Street reconstruction, curb and gutter, storm inlets, water lines, upgrading intersection and traffic signals.</i>	CITY OF INDEPENDENCE, MISSOURI MR. TIM GRAMLING, P.E. (816) 325-7700	7/2018	\$1,811,608.17 90% self- performed 10% subcontracted
4.	BURGESS ROAD CULVERT REPLACEMENT PW 01-2017, COUNTY PROJECT NO. 3207 Pyramid Excavation & Construction, Inc. General Contractor <i>*Culvert replacement including 144" Diameter CMP, 8 Ga Galvanized, Class B concrete toewalls, rock blanket, erosion control, guardrail.</i>	JACKSON COUNTY PUBLIC WORKS DEPARTMENT MR. CHRISTOPHER JENKINS, P.E. (816) 881-4530	4/2018	\$ 166,651.05 95% self- performed 5% subcontracted



EXPERIENCE AND REFERENCE SUMMARY – COMPLETED PROJECTS

Project / Contract Number: #C22-148-402011

Project Title: SALISBURY ROAD WATER MAIN REPLACEMENT (PECK RD. EAST OF SPORTS COMPLEX)

5.	WATER MAIN REPLACEMENT, ELMWOOD TO BLUE RIDGE CUT-OFF, 47TH ST TO 57TH ST Pyramid Excavation & Construction, Inc. General Contractor <i>*Water main replacements of 4-inch, 6-inch, 8-inch and 12-inch pipe.</i>	CITY OF KANSAS CITY, MISSOURI WATER SERVICES DEPARTMENT MR. ALEX IVANESCU (816) 513-0445	6/2017	\$2,850,000.00 84% self- performed 16% subcontracted
6.	ROUTE 152 TRAIL SEGMENTS 8 AND 9 Pyramid Excavation & Construction, Inc. General Contractor <i>*Construction of 10' wide concrete bicycle and pedestrian trail and improvements including curb and gutter, drainage flumes, bank stabilization, retaining walls, storm drainage, reinforced box culvert.</i>	CITY OF KANSAS CITY, MISSOURI MR. MASOOD ALEMIFAR (816) 513-6924 MR. WES MINDER, P.E. PUBLIC WORKS DEPARTMENT (816) 513-2806	6/2017	\$1,536,870.00 80% self- performed 20% subcontractor
7.	16" D.I. WATER MAIN NORTHERN BOULEVARD FROM 28TH STREET TO HARRIS STREET Pyramid Excavation & Construction, Inc. General Contractor <i>*Installation of 2,910 ft of 16-inch D.I. class 51 water main, and 182 ft of 6-inch D.I. class 52.</i>	CITY OF INDEPENDENCE, MISSOURI MR. SCOTT D. HOWELL, JR. (816) 325-7700	9/2017	\$ 737,000.00 90% self- performed 10% subcontracted
8.	EAST PACIFIC PROJECT, CONTRACT #451-5607-495-7117 Pyramid Excavation & Construction, Inc. General Contractor <i>*Storm drainage improvements and watermain replacements, 15" CMP removal, area inlet removal, curb inlets, 18" RCP, 18" HDPE, 24" HDPE, 30" HDPE, 36" HDPE, 42" HDPE, 42" RCP, 48" HDPE, 8" PVC watermain.</i>	CITY OF BELTON, MISSOURI MR. RON RAINES (816) 331-4331	9/2017	\$ 703,719.10 90% self- performed 10% subcontracted
9.	2017 STORM SEWER POINT REPAIRS, CONTRACT 1 Pyramid Excavation & Construction, Inc. General Contractor <i>*Storm sewer repairs including 15", 18" and 24" RCP, precast storm manhole, curb inlet, backfill and restoration.</i>	CITY OF MISSION, KANSAS MR. JOHN BELGER, P.E. (913) 676-8381	12/2017	\$ 124,927.00 95% self- performed 5% subcontracted



EXPERIENCE AND REFERENCE SUMMARY – COMPLETED PROJECTS

Project / Contract Number: #C22-148-402011

Project Title: SALISBURY ROAD WATER MAIN REPLACEMENT (PECK RD. EAST OF SPORTS COMPLEX)

10.	SUMMIT STREET REPAIR Pyramid Excavation & Construction, Inc. General Contractor <i>*Construction of 3,820 SF sheet pile retaining wall, rock anchor unbonded length tie back, guardrail, compacted granular pavement, and granular fill material.</i>	CITY OF SMITHVILLE, MISSOURI MS. AARON BRESETTE, P.E., HDR ENGINEERING, INC. (816) 347-1120	4/2017	\$ 451,082.00 90% self- performed 10% subcontracted
11.	CEDAR TREE LIFT STATION ABANDONMENT Pyramid Excavation & Construction, Inc. General Contractor <i>*Installation of 15" PVC pipe, 15" horizontal bore, manhole, concrete encasements & pipe plugs, staking of sewer lines, angular rip-rap installation.</i>	CITY OF BELTON, MISSOURI MS. KATE GLOWACKI, EIT (816) 331-4331	11/2016	\$1,392,269.50 90% self- performed 10% subcontracted
12.	CAENEN STREET AND 59TH STREET STORM DRAINAGE IMPROVEMENTS Pyramid Excavation & Construction, Inc. General Contractor <i>*Storm drainage improvements.</i>	CITY OF SHAWNEE, KANSAS MS. CYNTHIA MOELLER-KRASS (913) 742-6012	10/2016	\$ 787,711.00 95% self- performed 5% subcontracted
13.	ROUTE 131, LAFAYETTE COUNTY, JOB NO. J3S3040 Pyramid Excavation & Construction, Inc. General Contractor <i>*Resurface and ADA improvements from Old US 40 to Kelly Street in Odessa, total length being 0.36 miles.</i>	MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION STATE OF MISSOURI MR. BRIAN K. ILES (660) 886-2115	10/2016	\$1,863,843.50 90% self- performed 10% subcontracted
14.	CONTRACT 1 – PUMP STATIONS AND HOLDING BASINS IMPROVEMENTS PROJECT NO. 70301108 Pyramid Excavation & Construction, Inc. General Contractor <i>*Two sites: 2-5.0MG pre-stressed concrete storage tanks with auger cast pile deep foundation system. Over 6000 LF 6"-42" site piping. Diversion structure, excess flow pump stations, electrical improvements, HVAC, SCADA.</i>	CITY OF INDEPENDENCE, MISSOURI PUBLIC WORKS DEPARTMENT MR. ROBERT PATTEN (816) 325-7711	6/2016	\$35,138,317.22 60% self- performed 40% subcontracted



EXPERIENCE AND REFERENCE SUMMARY – COMPLETED PROJECTS

Project / Contract Number: #C22-148-402011

Project Title: SALISBURY ROAD WATER MAIN REPLACEMENT (PECK RD. EAST OF SPORTS COMPLEX)

15.	WATER MAIN REPLACEMENT, MCGEE TO CHESTNUT, 65TH STREET TO 89TH STREET Pyramid Excavation & Construction, Inc. General Contractor <i>*Water main replacements of 4", 6", 8" and 12" pipe.</i>	CITY OF KANSAS CITY, MISSOURI WATER SERVICES DEPARTMENT MR. REZA ZONNOOZ (816) 513-0309	10/2015	\$5,271,808.00 85% self- performed 15% subcontracted
16.	STORM WATER IMPROVEMENTS 8105 OLDHAM ROAD & E. 82ND TERRACE Pyramid Excavation & Construction, Inc. General Contractor <i>* Installation of two single barrel, side by side, 8' x 4' concrete box culverts; construction of detention basin, 900 LF of 8" ductile iron pipe.</i>	CITY OF KANSAS CITY, MISSOURI WATER SERVICES DEPARTMENT MS. DIANA JOHNSON (816) 513-0376	10/2015	\$ 732,103.45 85% self- performed 15% subcontracted
17.	RAW WATER PIPING AND VALVE IMPROVEMENTS Pyramid Excavation & Construction, Inc. General Contractor <i>*Large valve replacements including new 78" and 48" supply lines. Concrete slab roof replacement of existing vaults. The scheduling and successful completion of vitally important timed plant shutdowns.</i>	CITY OF KANSAS CITY, MISSOURI WATER SERVICES DEPARTMENT MR. RICHARD PARMETER (816) 513-0382	2014	\$1,565,000.00 75% self- performed 25% subcontracted
18.	CONTRACT 749, 4.0 MG RESERVOIR & YARD PIPING, NEARMAN WATER TREATMENT PLANT Pyramid Excavation & Construction, Inc. General Contractor <i>* Installation of 2,500 LF of 42"-60" pre-stressed concrete cylinder pipes, deep installation; 60" butterfly valves; 48" flap valves, 96" hand tunnels to feed new 4.0MG reservoir.</i>	KANSAS CITY BOARD OF PUBLIC UTILITIES MR. CHRIS STEWART, P.E. (913) 573-9894 ENGINEER: BLACK & VEATCH MR. ANDREW HANSEN, P.E. (913) 458-3417	12/2014	\$9,653,173.49 90% self- performed 10% subcontracted
19.	24-INCH ROUND GROVE FORCE MAIN RE-ESTABLISHMENT Pyramid Excavation & Construction, Inc. General Contractor <i>*Replacement of 20" force main with a new PVC force main, Manhole modifications and connections. 400' long bore under the Blue River.</i>	CITY OF KANSAS CITY, MISSOURI WATER SERVICES DEPARTMENT MS. JULIE JENSEN, P.E. (816) 513-0446	3/2013	\$ 767,302.00 75% self- performed 25% subcontracted



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Project Title: SALISBURY ROAD WATER MAIN REPLACEMENT (PECK RD. EAST OF SPORTS COMPLEX)

20.	DICKINSON, KENTUCKY #1, KENTUCKY #2 PUMP STATION IMPROVEMENTS Pyramid Excavation & Construction, Inc. General Contractor <i>* Installation and construction of three wastewater holding basins and associated piping and pumping stations.</i>	CITY OF INDEPENDENCE, MISSOURI PUBLIC WORKS DEPARTMENT MR. ROBERT PATTEN (816) 325-7711 ENGINEER: HDR, MR. DAN MCGHEE (816) 554-3019	2012	\$1,130,836.00 90% self- performed 10% subcontracted
21.	3rd COUNCIL DISTRICT SPRAYGROUND IMPROVEMENTS Pyramid Excavation & Construction, Inc. General Contractor <i>* Installation of two spraygrounds, specialty equipment, built new shelter and bench installation, water features, vinyl-coated fencing, electrical, seeding, sodding.</i>	CITY OF KANSAS CITY, MISSOURI PARKS & REC DEPARTMENT MR. RICHARD ALLEN (816) 513-7713	1/2012	\$ 762,194.90 90% self- performed 10% subcontracted
22.	STORMWATER IMPROVEMENTS – 85TH TERRACE & SUMMIT Pyramid Excavation & Construction, Inc. General Contractor <i>* Installation of junction boxes, field and curb inlets, 1,222 LF 42" Class III RCP, 96 LF 36", 122 LF 24", 40 LF 21" & 24 LF 15", 56 LF 8" PVC, manholes.</i>	CITY OF KANSAS CITY, MISSOURI WATER SERVICES DEPARTMENT MR. ROBERT DAVIS (816) 513-0573	2012	\$ 579,343.50 75% self- performed 25% subcontracted
23.	CID STORM SEWER-PHASE I-WEST BRANCH Pyramid Excavation & Construction, Inc. General Contractor <i>*12'x8' Concrete box culvert; extensive shoring; sheet pile and auger cast piles; Featured in MIDWEST CONTRACTOR</i>	CITY OF KANSAS CITY, MISSOURI WATER SERVICES DEPARTMENT MR. TERRY GODARD (816) 513-0654 ENGINEER: TALIAFERRO & BROWNE, INC. MR. KURT NITSCHER, P.E. (816) 283-3456	1/2011	\$6,735,892.33 77% self-performed 23% subcontracted
24.	DESIGN BUILD—WATER MAIN RELOCATIONS ALONG HOLMES ROAD, 105TH STREET TO RED BRIDGE ROAD Pyramid Excavation & Construction, Inc. General Contractor <i>*Installation of 12" DIP, 4,400LF 12" DIP, 300 LF 8", 60 LF 6"water main, hydrants, copper service lines and meter assemblies.</i>	CITY OF KANSAS CITY, MISSOURI WATER SERVICES DEPARTMENT MR. REZA ZONNOOZ (816) 513-0309	2014	\$1,204,000.00 79% self-performed 21% subcontracted



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25.	STORM WATER IMPROVEMENTS—56TH TERRACE & BOOTH AVENUE Pyramid Excavation & Construction, Inc. General Contractor <i>*Installation of 290 LF 30" RCP, 65 LF 24" RCP, 2 precast field inlets and 3 manholes, rain garden with native plants and plugs, grading, storm sewer.</i>	CITY OF KANSAS CITY, MISSOURI WATER SERVICES DEPARTMENT MS. DIANA JOHNSON (816) 513-0376	2014	\$ 354,399.10 79% self-performed 21% subcontracted
26.	2912 BLUE RIDGE BOULEVARD STORM SEWER Pyramid Excavation & Construction, Inc. General Contractor <i>*Installation of 75 LF 24" HDPE storm pipe, 2 precast structures and 3 rain gardens and native grasses.</i>	CITY OF KANSAS CITY, MISSOURI WATER SERVICES DEPARTMENT MR. ROBERT DAVIS (816) 513-0573	2013	\$ 185,516.12 79% self-performed 21% subcontracted
27.	6000 NW WESTWOOD LANE STORM WATER IMPROVEMENTS Pyramid Excavation & Construction, Inc. General Contractor <i>*Installation of concrete curb, grading, sod and street patch.</i>	CITY OF KANSAS CITY, MISSOURI WATER SERVICES DEPARTMENT MR. ROBERT DAVIS (816) 513-0573	2013	\$ 24,600.00 95% self-performed 5% subcontracted
28.	FACILITY 1 BACK FLOW IMPROVEMENTS, FILTER WEIR EXTENSIONS, CHEMICAL ROOM IMPROVEMENTS Pyramid Excavation & Construction, Inc. General Contractor <i>*Replace 4", 6" and 8" backflow assemblies, epoxy floor installation, new filter weirs.</i>	WATER DISTRICT NO. 1 OF JOHNSON COUNTY, KANSAS MR. RAMSEY HAGAN (913) 207-6830	2013	\$ 299,881.79 90% self-performed 10% subcontracted
29.	RICHARDS DRIVE & BRADSHAW STORM DRAINAGE IMPROVEMENTS Pyramid Excavation & Construction, Inc. General Contractor <i>*Storm sewer improvements including installation of inlets, junction boxes, 24", 30", 36", 42", & 48" RCP.</i>	CITY OF SHAWNEE, KANSAS MS. CYNTHIA MOELLER-KRASS (913) 742-6236	2013	\$ 625,065.00 95% self-performed 5% subcontracted
30.	SANTA FE PUMP STATION Pyramid Excavation & Construction, Inc. General Contractor <i>*12'x14' Concrete grit interceptor; 50' deep in West Bottom; Shaft Excavation.</i>	CITY OF KANSAS CITY, MISSOURI WATER SERVICES DEPARTMENT MS. BON MARIE GARDNER (816) 513-0354 ENGINEER: CAROLLO ENGINEERS MS. MAYA TURNER (913) 663-1788	11/2010	\$4,679,146.98 76% self-performed 24% subcontracted



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31.	UV DISINFECTION IMPROVEMENTS Pyramid Excavation & Construction, Inc. General Contractor <i>*Installation of a new UV Disinfection system, prefab building, sampler, yard piping & valves, site grading and cleanup.</i>	CITY OF PLATTE CITY, MISSOURI MR. SCOTT JOHNS, PLATTE CITY (816) 858-4815 ENGINEER: BARTLETT & WEST ENGINEERS MR. MARK BALTZER, P.E. (816) 364-3551	8/2012	\$ 367,886.50 90% self-performed 10% subcontracted
32.	HORIZON LIFT/RIVERSIDE PUMP STATION Pyramid Excavation & Construction, Inc. General Contractor <i>*5,000 LF 20" HDPE and DIP force main; extensive dewatering—self performed; deep excavations; 45' deep concrete pump station vault.</i>	CITY OF RIVERSIDE, MISSOURI PUBLIC WORKS DEPARTMENT MR. SABIN YANEZ, P.E. (816) 333-4477 MR. JUSTIN MILBURN (913) 642-6642	6/2010 Completion Add-on work through 1/2012	\$6,110,000.00 90% self-performed 10% subcontracted
33.	DESIGN BUILD ROADWAY RECONSTRUCTION: 39TH ST—CLEVELAND AVE TO ELMWOOD AVE Pyramid Excavation & Construction, Inc. General Contractor <i>*Street reconstruction, curb and gutter, storm inlets, water lines, upgrading intersections and traffic signals.</i>	CITY OF KANSAS CITY, MISSOURI GENERAL SERVICES DEPARTMENT MR. JEFF MARTIN, P.E. (816) 513-8722 ENGINEER: COOK FLATT & STROBEL MR. RICK WALKER (816) 333-4477	2/2012	\$1,816,399.74 75% self-performed 25% subcontracted
34.	DESIGN BUILD ROADWAY RECONSTRUCTION: N. OAK TRAFFICWAY FROM NE 42ND STREET TO N. INDIANOLA DRIVE Pyramid Excavation & Construction, Inc. General Contractor <i>*Street reconstruction, curb and gutter, storm inlets, water lines, upgrading intersections and traffic signals.</i>	CITY OF KANSAS CITY, MISSOURI GENERAL SERVICES DEPARTMENT MR. JEFF MARTIN, P.E. (816) 513-8722 ENGINEER: COOK FLATT & STROBEL MR. RICK WALKER (816) 333-4477	10/2012	\$2,370,134.80 75% self-performed 25% subcontracted



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35.	MULLEN ROAD WIDENING IMPROVEMENTS Pyramid Excavation & Construction, Inc. General Contractor <i>*Street reconstruction, curb and gutter, storm inlets, water lines, upgrading intersections and traffic signals, railroad crossing and railroad signals.</i>	CITY OF BELTON, MISSOURI PUBLIC WORKS DEPARTMENT MR. BEN MCCABE, P.E. (816) 331-4331 ENGINEER: WILSON & COMPANY MR. RIC JOHNSON (816) 701-3100	12/2012	\$2,005,865.00 85% self-performed 15% subcontracted
36.	AUSTERMAN ROAD BRIDGE Pyramid Excavation & Construction, Inc. General Contractor <i>*Removal of existing Double Tee single span bridge, construction of a 30' by 11' RCB, rip rap, guardrail, seeding and a large block retaining wall.</i>	JACKSON COUNTY, MISSOURI MR. RODGER G. SEIDELMAN (816) 847-7055	2/2012	\$ 339,243.10 90% self-performed 10% subcontracted
37.	BELLEVISTA STORM DRAINAGE Pyramid Excavation & Construction, Inc. General Contractor <i>*Installation of 15" through 48" storm piping and box culvert, street reconstruction.</i>	CITY OF INDEPENDENCE, MISSOURI PUBLIC WORKS DEPARTMENT MR. SHAR DILMAGHANI, P.E. (816) 325-7611	4/2011	\$ 636,363.00
38.	RIVER INTAKE STRUCTURE WATER SUPPLY SYSTEM Pyramid Excavation & Construction, Inc. General Contractor <i>*50' shored excavation for cast-in-place wet well and sheet pile cofferdam for river intake structure.</i>	MDCPUA-MARAIS DES CYGNES PUBLIC UTILITY, PAOLA, KS HNTB ENGINEERS MR. JOHN BRUMMER, P.E. (816) 472-1201	12/2009	\$2,249,672.72 90% self-performed 10% subcontracted
39.	NEW BALL FIELDS Pyramid Excavation & Construction, Inc. General Contractor <i>*New ball fields, mass grading, underdrains, built restrooms, concessions, and press boxes, installed water well, sanitary sewer, pump station, built roads & parking lots, installed field lighting and fencing.</i>	CITY OF OSAGE BEACH, MO MR. ADAM RAMSEYER (573) 302-2010	12/2008	\$3,283,589.50



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40.	TRUMAN ROAD IMPROVEMENTS Pyramid Excavation & Construction, Inc. General Contractor <i>*Converted 2-lane road to 4-lane asphalt road including curb and gutter, new storm sewer system, sanitary sewer extension and signalized railroad crossing.</i>	CITY OF INDEPENDENCE, MISSOURI PUBLIC WORKS DEPARTMENT MR. SHAR DILMAGHANI, P.E. (816) 325-7611 ENGINEER: ARCHER TOTAL PROJECT MANAGEMENT (816) 554-3019	12/2008-2009	\$3,068,703.00 75% self-performed 25% subcontracted
41.	WALNUT STREET IMPROVEMENTS Pyramid Excavation & Construction, Inc. General Contractor <i>*APWA KC METRO CHAPTER 2010 PUBLIC WORKS PROJECT OF THE YEAR LESS THAN \$5 MILLION AWARDED TO PYRAMID EXCAVATION & CONSTRUCTION, INC.</i>	CITY OF INDEPENDENCE, MISSOURI PUBLIC WORKS DEPARTMENT MR. SHAR DILMAGHANI, P.E. (816) 325-7611 ENGINEER: AFFINIS CORP (913) 239-1100	12/2009	\$ 696,701.00 80% self-performed 20% subcontracted
42.	49TH & WORNALL RETAINING WALL Pyramid Excavation & Construction, Inc. General Contractor <i>*Removal and replacement of concrete retaining wall.</i>	CITY OF KANSAS CITY, MISSOURI MR. TOM DEGENHARDT (816) 513-2506 ENGINEER: HTNB, MR. BERNIE HOPFINGER, P.E. (816) 527-2363	7/2009	\$ 885,002.00 90% self-performed 10% subcontracted
43.	JACKSON DRIVE AT HOLKE ROAD Pyramid Excavation & Construction, Inc. General Contractor <i>*Widen 2-lane road to 4-lane asphalt roadway with new curb and gutter, water service relocation, installation of new signals and new storm sewers.</i>	CITY OF INDEPENDENCE, MISSOURI PUBLIC WORKS DEPARTMENT MR. SHELDON HANNAH, P.E. (816) 325-7611 ENGINEER: OLSSON ASSOCIATES (913) 381-1170	4/2011	\$1,053,495.28 80% self-performed 20% subcontracted



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44.	SMALL MAIN REPLACEMENT ON PLATE C-31, NE 88TH ST TO NE 96TH, N BROADWAY AVE TO N BROOKLYN AVE Pyramid Excavation & Construction, Inc. General Contractor <i>*Replacement of 11,000 feet of water main, road crossing, sewer encasements, storm sewer, reconnection of 160 residential house services.</i>	CITY OF KANSAS CITY, MISSOURI WATER SERVICES DEPARTMENT MR. MATT THOMAS, P.E. (816) 513-0306 ENGINEER: LARKIN GROUP MR. CHAD HARRINGTON (816) 361-0440	7/2012	\$1,117,803.10 90% self-performed 10% subcontracted
45.	BROOKSIDE WATER SHED Pyramid Excavation & Construction, Inc. General Contractor <i>*Extensive shoring for installation of large precast concrete box culvert storm water piping, large poured-in-place concrete junction structures and sanitary sewer piping.</i>	CITY OF KANSAS CITY, MISSOURI WATER SERVICES DEPARTMENT MS. KARINE PAPIKIAN (816) 513-0300	11/2008	\$5,993,000.00 75% self-performed 25% subcontracted
46.	24" WATER MAIN NORTH OAK TRAFFICWAY Pyramid Excavation & Construction, Inc. General Contractor <i>*9,800 LF 24" DIP WATERMAIN</i>	CITY OF KANSAS CITY, MISSOURI WATER SERVICES DEPARTMENT ENGINEER: MR. REZA ZONNOOZ (816) 513-0309	9/2007	\$1,792,705.00 90% self-performed 10% subcontracted
47.	NOLAND ROAD BRIDGE OVER KANSAS CITY SOUTHERN RAILROAD G C Construction, General Contractor <i>*Roadway and bridge over active Kansas City Southern Railroad.</i>	CITY OF INDEPENDENCE, MISSOURI MR. JOHN POWELL (816) 325-7600	6/2007	\$2,903,101.85 90% G C performed 10% subcontracted
48.	KC SOUTHERN RR BRIDGE OVER ADAMS DAIRY PARKWAY, PHASE 3, PROJECT NO. 00-08-09 G C Construction, General Contractor <i>*Construction adjacent to active railroad, vertical cut 25' track, extension shoring required.</i>	CITY OF BLUE SPRINGS, MISSOURI MR. JEFF SELLS (816) 228-0121	9/2003	\$4,153,111.55 90% G C performed 10% subcontracted



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49.	INDIAN CREEK STORM WATER CONTROL Pyramid Excavation & Construction, Inc. General Contractor <i>*Marty Street bridge over Indian Creek.</i>	CITY OF OVERLAND PARK, KANSAS	1999	\$2,597,458.12 90% self-performed 10% subcontracted
50.	ROCKHILL ROAD OVER BRUSH CREEK G C Construction, General Contractor <i>*Upgrades to roadways and intersections, new six-lane bridge, native stone cladding, custom metal walk-way pedestrian rail system with ornamental lighting and irrigated planters.</i>	CITY OF KANSAS CITY, MISSOURI	1990	\$2,896,201.40
51.	BENTON/WASHINGTON COUNTIES #7 G C Construction, General Contractor <i>*163,680 LF OF 36" WATERLINE, DIP</i>	TWO-TON PUBLIC WATER AUTHORITY, ARKANSAS	1996-1998	\$11,000,000.00
52.	JACKSON/CASS COUNTY WATER TRANSMISSION G C Construction, General Contractor & Darnaby Construction, Subcontractor as a joint venture <i>*42,000 LF OF 42" & 54" WATERLINE, CONCRETE (PCCP)</i> <i>John Morgan Smith, General Superintendent for Darnaby Construction for this project.</i>	CITY OF KANSAS CITY MISSOURI WATER SERVICES DEPARTMENT	1999-2001	\$13,009,409.00 95% G C performed 5% subcontracted
53.	HACKBERRY STREET AND 4TH STREET SEWER REPAIR Pyramid Excavation & Construction, Inc. General Contractor <i>*Repair/replacement of 350 LF of sanitary sewer main.</i>	CITY OF BELTON, MISSOURI MS. KATE GLOWACKI, EIT (816) 331-4331	3/2016	\$ 25,000.00 100% self- performed



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54.	EMERGENCY SANITARY SEWER REPAIR – 400 TIMBERCREEK Pyramid Excavation & Construction, Inc. General Contractor <i>*Demolition, excavation and sanitary sewer repairs.</i>	CITY OF BELTON, MISSOURI MR. MICHAEL CHRISTOPHER, P.E. (816) 892-1269	7/2018	\$ 167,552.58 100% self- performed
55.	TIDAL WAVER CAR WASH – RAYTOWN, MISSOURI Pyramid Excavation & Construction, Inc. General Contractor <i>*Demolition, removal of paving, saw cutting and removal of asphalt and curbs, storm water piping, site grading for parking, erosion control and sanitary sewer.</i>	COMMERCIAL CONSTRUCTION & MAINTENANCE, INC. MR. JODY JORDAN (601) 540-1684	12/2018	\$ 199,548.00 98% self- performed 2% subcontracted
56.	BELL ROAD INDUSTRIAL PARK Pyramid Excavation & Construction, Inc. General Contractor <i>*Repairs to block wall and storm system, raise curb inlet, installation of Green Armour, placement of 60 tons rock in parking lot.</i>	BELL ROAD INDUSTRIAL PARK MR. PATRICK KELLY NORTON & SCHMIDT CONSULTING ENGINEERS, LLC. MR. ANDY S. RATKEWICZ	10/2018	\$ 241,041.60 98% self- performed 2% subcontracted
57.	IPL 2 BUNDSCHU, PROJECT NO. 16714 Pyramid Excavation & Construction, Inc. General Contractor <i>*Tree and site clearing, extension of 36" CMP to 15' width, rip rap, new 12' wide gravel road, new 15' wide access road, demolition, erosion control.</i>	MC POWER COMPANIES, INC. MR. JACOB BROWN VP OF CONSTRUCTION (816) 251-4700	8/2018	\$200,760.00 95% self- performed 5% subcontracted
58.	WATER TREATMENT PLANT 2 – WATER METER VAULT Pyramid Excavation & Construction, Inc. General Contractor <i>*Repairs to block wall and storm system, raise curb inlet, installation of Green Armour, placement of 60 tons rock in parking lot.</i>	CITY OF OLATHE MR. PATRICK KELLY NORTON & SCHMIDT CONSULTING ENGINEERS, LLC. MR. ANDY S. RATKEWICZ	5/2018	\$ 58,750.15 100% self- performed



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59.	INSITUFORM – CITY WIDE SEWER MAIN REHABILITATION FISCAL YEAR 2017 FOR KCMO Pyramid Excavation & Construction, Inc. Subcontractor <i>*Sewer rehabilitation and lining.</i>	INSITUFORM TECHNOLOGIES USA, LLC MR. BRIAN SMITH (913) 669-4749	4/2019	\$ 159,334.00 98% self- performed 2% subcontracted
60.	IPL HARDY ROAD SOLAR FARM, PROJECT NO. 16714 Pyramid Excavation & Construction, Inc. General Contractor <i>*Tree and site clearing, extension of 36" CMP to 15' width, rip rap, new 12' wide gravel road, new 15' wide access road, demolition, erosion control.</i>	MC POWER COMPANIES, INC. MR. JACOB BROWN VP OF CONSTRUCTION (816) 251-4700	2/2019	\$253,920.13 95% self- performed 5% subcontracted
61.	ROUTE 152 TRAIL SEGMENTS 3 AND 4 Pyramid Excavation & Construction, Inc. General Contractor <i>*Construction of 10' wide concrete bicycle and pedestrian trail and improvements including curb and gutter, drainage flumes, bank stabilization, retaining walls, storm drainage, reinforced box culvert.</i>	CITY OF KANSAS CITY, MISSOURI MR. MASOOD ALEMIFAR (816) 513-6924 MR. WES MINDER, P.E. PUBLIC WORKS DEPARTMENT (816) 513-2806	2/2019	\$1,440,476.50 86% self- performed 14% subcontractor
62.	ATHERTON PLANT GATE REPLACEMENT ITB#06-2379-0217 Pyramid Excavation & Construction, Inc. General Contractor <i>*Replacement of two (2) 108"x144" cast iron sluice gates with new stainless steel gate and replace gate actuator motors and controls.</i>	LITTLE BLUE VALLEY SEWER DISTRICT MR. DAVID LILLY (816) 796-9191 EXT. 2216	7/2019	\$ 344,290.71 90% self- performed 10% subcontracted
63.	DIVERSION STRUCTURES 065 & 073 CONSOLIDATION PROJECT—BID #2 Pyramid Excavation & Construction, Inc. General Contractor <i>*Deep excavation of 50' with shoring; two large cast-in-place concrete structures; 1260' 16", 24", 30", 42" DIP; jack-in-bore 295' 36" carrier pipe.</i>	CITY OF KANSAS CITY, MISSOURI WATER SERVICES DEPARTMENT MRS. BRIE ZICKEFOOSE, P.E. BURNS & MCDONALD (816) 627-3373	2/2019	\$3,075,255.65 84% self- performed 16% subcontracted



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64.	STORMWATER REPAIRS – APPLE BLOSSOM TO PARK Pyramid Excavation & Construction, Inc. General Contractor <i>*Demolition, rip-rap, erosion control, 50' of 36" RCP, fence removal and replacement, junction box, 48" HDPE.</i>	CITY OF BELTON, MISSOURI MR. MICHAEL CHRISTOPHER, P.E. (816) 892-1269	6/2019	\$ 175,459.63 100% self- performed
65.	RENNER BOULEVARD MIXED-USE TRAIL (91ST STREET – 93RD STREET) 46 TE-0428-01-017186001 Pyramid Excavation & Construction, Inc. General Contractor <i>*Earthwork, storm inlets, storm sewer, 17,800 square feet of 6-inch concrete trail construction 10-inches wide, pavement markings, sod, and site restoration.</i>	CITY OF LENEXA, KANSAS MR. BRANDON REEVES (913) 477-7500	10/2019	\$332,593.55 95% self- performed 5% subcontracted
66.	LONDON WAY SANITARY SEWER REPAIR Pyramid Excavation & Construction, Inc. General Contractor <i>*Emergency streambank repair at Hillcrest School and London Way. Repair 10" clay sanitary sewer with 10" PVC and Furncos, bypass pumping, realign creek, rebuild slope with rip rap.</i>	CITY OF BELTON, MISSOURI ENGINEERING DEPARTMENT MICHAEL CHRISTOPHER, P.E. (816) 892-1269 MCHRISTOPHER@BELTON.ORG	10/2019	\$ 94,750.00 95% self- performed 5% subcontracted
67.	AMORY ROAD PAVEMENT REPAIR, AUTHORIZATION 87, RFP #19-16 Pyramid Excavation & Construction, Inc. General Contractor <i>*2,500 SY concrete modular wall, 1,500 CY of embankment, compacted in place, asphaltic pavement, MGS guardrail, RCP storm pipe, site restoration.</i>	CITY OF SMITHVILLE, MISSOURI HDR ENGINEERING, INC. MITCH WIEBELHAUS, P.E. (816) 347-1161 MITCHELL.WIEBELHAUS@HDRINC.COM	6/2020	\$ 421,238.50 90% self- performed 10% subcontracted
68.	CHERRY HILL STORM SEWER Pyramid Excavation & Construction, Inc. General Contractor <i>*Insituform 54-inch pipe, mud jack driveway, rip rap, hand form concrete headwall, seeding & restoration.</i>	CITY OF BELTON, MISSOURI ENGINEERING DEPARTMENT GREG ROKOS, P.E. (816) 331-4331 GROKOS@BELTON.ORG	11/2020	\$ 136,755.00 90% self- performed 10% subcontracted



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69.	LITTLE CAESARS WATER LINE Pyramid Excavation & Construction, Inc. General Contractor <i>*Excavation for new water service line, water kill of existing service, saw cutting of street, AB-3 backfill, pavement repairs, haul-off, erosion control, seeding and sodding.</i>	LITTLE CAESARS KC, MISSOURI TAYLOR WATKINS (801) 941-4048	10/2020	\$ 11,725.00 95% self- performed 5% subcontracted
70.	SANITARY SEWER REHABILITATION AND REPLACEMENT AT SANTA FE AND WOODSWETHER ROAD Pyramid Excavation & Construction, Inc. General Contractor <i>*Repair and replacement of 120" sanitary sewer gravity main.</i>	CITY OF KANSAS CITY, MISSOURI WATER SERVICES DEPARTMENT MR. JOHN HITSON (816) 513-0341	8/2020	\$ 733,848.28 94% self- performed 6% subcontracted
71.	WESTBOUND 87TH STREET PARKWAY-RIGHT TURN LANE AT NORTHBOUND I-435 Pyramid Excavation & Construction, Inc. General Contractor <i>*Refurbishment of right turn lane including earthwork, asphaltic concrete surface and base, curb and gutter, installation of handicap ramp, concrete trail construction, 24-inch storm sewer, underdrains, pavement marking, street lighting and traffic signal installation.</i>	CITY OF LENEXA, KANSAS ENGINEERING DEPARTMENT MATT JUST, P.E. (913) 477-7732 MJUST@LENEXA.COM	6/2020	\$ 386,253.36 90% self- performed 10% subcontracted
72.	NW PRAIRIE VIEW ROAD NORTH OF 64TH STREET Pyramid Excavation & Construction, Inc. General Contractor <i>*Road construction including 1,700 linear feet of asphalt pavement, concrete curb and sidewalks, storm sewer and drainage, street lighting, 850 linear feet 12-inch DIP water line and 60 linear feet of 8-inch DIP water line.</i>	CITY OF KANSAS CITY, MISSOURI PUBLIC WORKS DEPARTMENT MS. KIM PERBERTON, P.E. (816) 513-2741	5/2020	\$1,411,338.76 77% self- performed 23% subcontracted
73.	16TH & SCOTT STORM DRAINAGE IMPROVEMENTS Pyramid Excavation & Construction, Inc. General Contractor <i>*Installation of 8-inch, 10-inch, 12-inch sanitary sewer pipe; installation of 60-inch HDPE storm pipe, three storm inlets, seven 4-foot diameter sewer manholes, asphaltic concrete surface and sod.</i>	CITY OF INDEPENDENCE, MISSOURI PUBLIC WORKS DEPARTMENT SHAR DILMAGHANI, P.E. (816) 325-7611 SDILMAGHANI@INDEPMO.ORG	11/2020	\$ 560,773.30 90% self- performed 10% subcontracted



EXPERIENCE AND REFERENCE SUMMARY – COMPLETED PROJECTS

Project / Contract Number: #C22-148-402011

Project Title: SALISBURY ROAD WATER MAIN REPLACEMENT (PECK RD. EAST OF SPORTS COMPLEX)

74.	WATER MAIN REPLACEMENT—FY19 PRYOR ROAD FROM QUARRY PARK ROAD TO CITY LIMITS Pyramid Excavation & Construction, Inc. General Contractor <i>*Installation of 1,650 linear feet of water main, hydrants, valves, fittings, service lines and connections, connections to existing mains, surface restoration.</i>	CITY OF LEE'S SUMMIT, MISSOURI PUBLIC WORKS DEPARTMENT RODNEY HUDSON (816) 969-1833	12/2020	\$ 233,982.44 95% self- performed 5% subcontracted
75.	DEAN AVENUE WATERLINE EXTENSION, PWSD NO. 10, CASS COUNTY Pyramid Excavation & Construction, Inc. General Contractor <i>*1,700 LF of 12-inch waterline and 2,100 LF of 12-inch waterline.</i>	PWSD NO. 10 CASS COUNTY LAMP RYNEARSON CHAD HARRINGTON, P.E. (816) 823-7203	1/2021	\$319,802.08 95% self- performed 5% subcontracted
76.	2020 STORMWATER MAINTENANCE PROJECTS Pyramid Excavation & Construction, Inc. General Contractor <i>*Storm sewer improvements including 24-inch, 30-inch and 36-inch RCP, junction boxes, curb inlets, street repair, fencing, sidewalk replacement, 24-inch Rip Rap, grading and sodding.</i>	CITY OF RAYTOWN, MISSOURI LAMP RYNEARSON CHAD HARRINGTON, P.E. (816) 823-7203	3/2021	\$132,038.99 90% self- performed 10% subcontracted
77.	KC SOUTHERN STAR SANITARY SEWER Pyramid Excavation & Construction, Inc. General Contractor <i>*Connection to existing sanitary line, installation of 660 linear feet 6-inch pipe, precast manhole, tree removal, curb and asphalt paving.</i>	SOUTHERN STAR CENTRAL GAS PIPELINE, INC. MR. JAMES CROWLEY (913) 422-4496	11/2020	\$169,700.50 100% self- performed
78.	EASTSIDE SANITARY SEWER Pyramid Excavation & Construction, Inc. General Contractor <i>*186LF of 24" HDPE San Tite sanitary sewer piping, 830LF of 36" HDPE, three sanitary manholes, bedding, inverts, bypass pumping, seeding and testing.</i>	CITY OF MARYVILLE, MISSOURI GE GOODALL (660) 562-8003	6/2021	\$ 258,100.00 100% self- performed

NOTE: Pyramid Excavation & Construction, Inc. performed approximately 75% - 95% of the work for each project listed above, whereby Pyramid was the General Contractor.

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Pyramid Excavation & Construction, Inc.
11102 Hickman Mills Dr.
Kansas City, MO 64134

SURETY:

(Name, legal status and principal place of business)

Merchants National Bonding, Inc.
6700 Westown Parkway
West Des Moines, IA 50266-7754

OWNER:

(Name, legal status and address)

City of Independence – Water Department
17221 East 23rd St. South, Independence, Mo 64057

BOND AMOUNT: \$ Five (5%) of Bid Amount

PROJECT:

(Name, location or address, and Project number, if any)

Salisbury Rd water main replacement

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Signed and sealed this March 2, 2022

(Witness)

(Witness)

Secretary

(Principal)

(Seal)

(Title)

(Surety)

David S. Salavitch, Attorney in Fact

(Title)



Init.

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User Notes:

(877099080)

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,
David S Salavitch; Luke P Sealer; Robert L Cox II

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of February 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

(Expiration of notary's commission
does not invalidate this instrument)

Polly Mason
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this March 2, 2022



William Warner Jr.
Secretary

Change Order Request

Ashton England
17221 E 23rd Street South
Independence, Mo
816-325-7654

JOB: Salisbury Rd WMR
Date: 4-8-2022

DESCRIPTION OF WORK

This pricing reflects the price we are facing from the manufactures

Please see attached original quote and new price quote

Formula for the total cost is the Delta between the original Unit and Increased Unit, Multiplied by the total Units

DESCRIPTION OF COSTS

LABOR		\$	-
EQUIPMENT		\$	-
MATERIAL		\$	31,968.84
OTHER COSTS		\$	-
	SUBTOTAL COSTS	\$	31,968.84
OVERHEAD	10.0%	\$	3,196.88
SUBCONTRACTORS		\$	-
PROFIT	5.0%	\$	1,758.29
	GRAND TOTAL	\$	36,924.01
BOND	1.5%	\$	553.86
TAX		\$	-
	GRAND TOTAL WITH BOND AND TAX	\$	37,477.87

CHANGE ORDER REQUEST
COST BREAKDOWN

JOB: Salisbury Rd WMR
DATE: 4-8-2022

LABOR			
DESCRIPTION	UNITS	RATE	TOTAL COST
FOREMAN		\$73.18	\$ -
FOREMAN OT		\$110.27	\$ -
JOURNEYMAN OPERATOR		\$72.93	\$ -
JOURNEYMAN OPERATOR OT		\$108.40	\$ -
JOURNEYMAN LABORER		\$62.79	\$ -
JOURNEYMAN LABORER OT		\$94.69	\$ -
FOREMAN CARPENTER		\$110.27	\$ -
APPRENTICE LABORER		\$39.07	\$ -
APPRENTICE LABORER OT		\$57.61	\$ -
TRUCK DRIVER		\$79.45	\$ -
ENGINEERING & MGMT		\$90.00	\$ -
			-
			-
			-
			-
TOTAL LABOR			\$ -
EQUIPMENT			
DESCRIPTION	UNITS	RATE	TOTAL COST
RUBBER TIRE BACKHOE	\$	115.00	\$ -
TRACKHOE	\$	220.00	\$ -
TRACK LOADER	\$	165.00	\$ -
MINI EXCAVATOR	\$	200.00	\$ -
RUBBER TIRE LOADER	\$	135.00	\$ -
BOBCAT	\$	119.00	\$ -
BREAKER FOR BACKHOE	\$	78.00	\$ -
BREAKER FOR TRACKHOE	\$	120.00	\$ -
3/4 TON TRUCK	\$	28.17	\$ -
1 TON TRUCK	\$	31.89	\$ -
SEWER MACHINE	\$	17.50	\$ -
CAMERA/SEWER LINE	\$	95.00	\$ -
DUMP TRUCK	\$	104.00	\$ -
BORE MACHINE	\$	250.00	\$ -
STREET SWEEPER / Min 3 Hours	\$	109.18	\$ -
HYDROSTATIC TEST PUMP / DAY	\$	80.00	\$ -
			-
TOTAL EQUIPMENT			\$ -

MATERIAL				
DESCRIPTION	UNITS	ORIGINAL UNIT	INCREASED UNIT	TOTAL COST
CONSUMABLES				\$ -
Item 1 - Line A	1	\$ 67,658.48	\$ 76,726.14	\$ 9,067.66
Item 2	1	\$ 127,756.56	\$ 145,220.65	\$ 17,464.09
Item 3- Line A Services	1	\$ 16,382.00	\$ 17,128.00	\$ 746.00
Item 4- Line B	1	\$ 6,556.75	\$ 7,375.62	\$ 818.87
Item 5 - Line C	1	\$ 3,643.90	\$ 4,157.82	\$ 513.92
Item 6 - Line D	1	\$ 6,400.75	\$ 7,215.62	\$ 814.87
Item 7 - Line E	1	\$ 4,920.58	\$ 5,614.54	\$ 693.96
Item 8 - Line F	1	\$ 2,112.99	\$ 2,498.90	\$ 385.91
Item 1	1	\$ 41.88	\$ 48.59	\$ 6.71
Item 2	1	\$ 405.00	\$ 424.00	\$ 19.00
Item 3	1	\$ 402.00	\$ 421.00	\$ 19.00
Item 4	1	\$ 443.00	\$ 463.00	\$ 20.00
Item 5	1	\$ 488.00	\$ 510.00	\$ 22.00
Item 6	1	\$ 290.00	\$ 306.00	\$ 16.00
Item 7	1	\$ 394.00	\$ 445.00	\$ 51.00
Item 8	1	\$ 688.00	\$ 719.00	\$ 31.00
Item 9	1	\$ 1,358.18	\$ 1,664.16	\$ 305.98
Item 10	1	\$ 31.13	\$ 36.02	\$ 4.89
Item 11	1	\$ 299.00	\$ 312.00	\$ 13.00
Item 12	1	\$ 299.00	\$ 312.00	\$ 13.00
Item 13	1	\$ 315.00	\$ 329.00	\$ 14.00
Item 14	1	\$ 461.00	\$ 480.00	\$ 19.00
Item 15	1	\$ 196.00	\$ 209.00	\$ 13.00
Item 16	1	\$ 207.00	\$ 230.00	\$ 23.00
Item 17	1	\$ 961.18	\$ 1,166.16	\$ 204.98
Item 18	1	\$ 800.00	\$ 900.00	\$ 100.00
Item 19	1	\$ 625.00	\$ 650.00	\$ 25.00
Item 20	1	\$ 3,284.00	\$ 3,800.00	\$ 516.00
Item 21	1	\$ 5.60	\$ 5.60	\$ -
Item 22	1	\$ 5.60	\$ 5.60	\$ -
Item 24	1	\$ 29.60	\$ 29.60	\$ -
Item 25	1	\$ 429.00	\$ 456.00	\$ 27.00
Item 25				
TAX		0.000%		\$ -
TOTAL MATERIAL				\$ 31,968.84

SUBCONTRACTORS			
DESCRIPTION			TOTAL COST
SUBCONTRACTED WORK			
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
OVERHEAD ON SUBS	5.0%	\$ -	\$ -
TOTAL SUBCONTRACTORS			\$ -

OTHER COSTS			
DESCRIPTION	UNITS	UNIT COSTS	TOTAL COST
SMALL TOOLS	3.5%	-	\$ -
SAFETY	2.5%	-	\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
TOTAL OTHER COSTS			\$ -



3939 A NE 33RD TERRACE
KANSAS CITY, MO 64117

PHONE (816) 459-8600
FAX (816) 459-8622

ORIGINAL

Job Name

SALISBURY RD WMR INDEPENDENCE 3-2

Quote No.

Date

Page

0027746

3/01/22

1

Expiration Date

5/02/22

Revised Date

2/25/22

Bid Due Date

3/02/22

Quoted To Customer

PARRISH & SONS CONSTRUCTION
800 E 101ST TER STE 350
KANSAS CITY, MO 64131-5310

Phone (816) 914-1375
Fax (816) 282-2730

Quoted By

TIM EVANS
teevans@winwaterworks.com
(816) 459-8600

Customer	Payment Terms	Quoted To	Salesperson	FOB
001770	NET 30 DAYS	TIM EVANS	TIM EVANS	S

Line	Qty.	Description	Unit Price	UOM	Extended Price
		---ITEM 1 LINE A ---			
2.0	970	8 CL52 DIP TJ ZINC COAT NSCI	41.8800	FT	40623.60
3.0	1100	70330-VB3 30X220' 8MIL POLYWRP	1.1600	EA	1276.00
		P# 70330-VB3			
4.0	4	POLYWRAP TAPE	3.5000	EA	14.00
		1"			
5.0	59	8" TYTON FIELD LOC GASKETS	105.0000	EA	6195.00
5.5	10	6" TYTON FIELD LOC GASKETS	78.0000	EA	780.00
6.0	4	8"PO OL GATE VALVE	1005.0000		4020.00
7.0	4	2194 VALVE BOX	33.0000	EA	132.00
8.0	28	6X14 PVC SDR26 GASKET PIPE	7.8700	FT	220.36
		---HYDRANT ASSY BELOW ---			
10.0	2	MED 5-1/4 4'B OL P/O INDEP	2300.0000	EA	4600.00
11.0	2	6"PO OL GATE VALVE	662.0000		1324.00
12.0	2	2194 VALVE BOX	33.0000	EA	66.00
13.0	14	6X14 PVC SDR26 GASKET PIPE	7.8700	FT	110.18
14.0	18	6 CL52 DIP TJ ZINC COAT NSCI	31.1300	FT	560.34
		NOSCIN			
15.0	2	8"X6" PO XPE TEE	515.0000		1030.00
		---END OF ASSY ---			
17.0	1	8"TEMP BLOW OFF ASSY	1000.0000		1000.00
18.0	2	1" AIR RELEASE ASSY	625.0000		1250.00
19.0	3	8"X6" PO TEE	319.0000		957.00
20.0	9	8"PO 45 BEND	233.0000		2097.00
21.0	5	8"PO 11.25 BEND	195.0000		975.00
22.0	1	8"X6" PO REDUCER	170.0000		170.00
23.0	1	8"PO CAP	123.0000		123.00
24.0	1	1108 8 DI MEGALUG	45.0000	EA	45.00
		FOR STRADDLE BLOCK			
25.0	1	1106SDB 6 DI SPLIT MEGALUG	90.0000	EA	90.00
		FOR STRADDLE BLOCK			
		SUBTOTAL			67658.48
		---ITEM 2 ---			
25.3	1903	8 CL52 DIP TJ ZINC COAT NSCI	41.8800	FT	79697.64
25.4	2200	70330-VB3 30X220' 8MIL POLYWRP	1.1600	EA	2552.00
		P# 70330-VB3			
25.5	8	POLYWRAP TAPE	3.5000	EA	28.00
		1"			
25.6	116	8" TYTON FIELD LOC GASKETS	105.0000	EA	12180.00



Job Name
SALISBURY RD WMR INDEPENDENCE 3-2

Quote No.	Date	Page
0027746	3/01/22	2
Expiration Date		5/02/22
Revised Date		2/25/22
Bid Due Date		3/02/22

Line	Qty.	Description	Unit Price	UOM	Extended Price
25.7	17	6" TYTON FIELD LOC GASKETS	78.0000	EA	1326.00
25.8	7	8"PO OL GATE VALVE	1005.0000		7035.00
25.9	7	2194 VALVE BOX	33.0000	EA	231.00
26.0	42	6X14 PVC SDR26 GASKET PIPE	7.8700	FT	330.54
		--HYDRANT ASSY BELOW---			
28.0	4	MED 5-1/4 4'B OL P/O INDEP	2300.0000	EA	9200.00
29.0	4	6"PO OL GATE VALVE	662.0000		2648.00
30.0	4	2194 VALVE BOX	33.0000	EA	132.00
31.0	28	6X14 PVC SDR26 GASKET PIPE	7.8700	FT	220.36
32.0	54	6 CL52 DIP TJ ZINC COAT NSCI	31.1300	FT	1681.02
		NOSCIN			
33.0	4	8"X6" POXPE TEE	515.0000		2060.00
		---END OF ASSY -----			
35.0	1	1" AIR RELEASE ASSY	625.0000		625.00
36.0	1	8" TEMP BLOW OFF ASSY	1000.0000		1000.00
36.1	1	8"PO TEE	373.0000		373.00
36.2	4	8"X6" PO TEE	319.0000		1276.00
36.3	20	8"PO 45 BEND	223.0000		4460.00
36.4	1	8"PO 11.25 BEND	195.0000		195.00
36.5	1	8"X6" PO REDUCER	170.0000		170.00
36.6	2	8"PO CAP	123.0000		246.00
36.7	1	1106SDB 6 DI SPLIT MEGALUG	90.0000	EA	90.00
		FOR STRADDLE BLOCK			
		SUBTOTAL			127756.56
		-----ITEM 3 LINE A SERVICES--			
39.0	800	3/4 X 100 K SOFT COPPER TUBE	5.6000	FT	4480.00
40.0	28	76100-22 3/4 CTSXCTS BL VLV	92.0000	EA	2576.00
41.0	28	UTL 259 3654 COMPLETE CURB BOX	55.0000	EA	1540.00
		INDEP SPEC			
42.0	28	74758-22 3/4 CPLNG CTSXCTS NL	22.0000	EA	616.00
43.0	28	18X42 PLASTIC METER PIT	65.0000	EA	1820.00
44.0	26	2210 18 RING & LID	55.0000	EA	1430.00
45.0	56	74642B-22 5/8 ANGLE BALL VALVE	70.0000	EA	3920.00
		#5143-196			
		SUBTOTAL			16382.00
		-----ITEM 4 ---LINE B ----			
48.0	92	6 CL52 DIP TJ ZINC COAT NSCI	31.1300	FT	2863.96
		NOSCIN			
49.0	220	70330-VB3 30X220' 8MIL POLYWRP	1.1600	EA	255.20
		P# 70330-VB3			
50.0	1	POLYWRAP TAPE	3.5000	EA	3.50
		1"			
51.0	1	6"OL PO GATE VALVE	662.0000		662.00
52.0	1	2194 VALVE BOX	33.0000	EA	33.00
53.0	7	6X14 PVC SDR26 GASKET PIPE	7.8700	FT	55.09
54.0	1	6"TEMP BLOW OFF ASSY	800.0000		800.00
55.0	4	6"PO 45 BEND	159.0000		636.00
56.0	16	6" TYTON FIELD LOC GASKETS	78.0000	EA	1248.00
		SUBTOTAL			6556.75



Job Name
SALISBURY RD WMR INDEPENDENCE 3-2

Quote No.	Date	Page
0027746	3/01/22	3
Expiration Date		5/02/22
Revised Date		2/25/22
Bid Due Date		3/02/22

Line	Qty.	Description	Unit Price	UOM	Extended Price
-----ITEM 5 LINE C -----					
59.0	37	6 CL52 DIP TJ ZINC COAT NSCI NOSCIN	31.1300	FT	1151.81
60.0	1	6"OL PO GATE VALVE	662.0000		662.00
61.0	1	2194 VALVE BOX	33.0000	EA	33.00
62.0	7	6X14 PVC SDR26 GASKET PIPE	7.8700	FT	55.09
63.0	1	6"BLOW OFF ASSY	800.0000		800.00
64.0	2	6"PO 45 BEND	159.0000		318.00
66.0	8	6" TYTON FIELD LOC GASKETS	78.0000	EA	624.00
		SUBTOTAL			3643.90
-----ITEM 6 LINE D -----					
69.0	92	6 CL52 DIP TJ ZINC COAT NSCI NOSCIN	31.1300	FT	2863.96
70.0	220	70330-VB3 30X220' 8MIL POLYWRP P# 70330-VB3	1.1600	EA	255.20
71.0	1	POLYWRAP TAPE 1"	3.5000	EA	3.50
72.0	1	6"OL PO GATE VALVE	662.0000		662.00
73.0	1	2194 VALVE BOX	33.0000	EA	33.00
74.0	7	6X14 PVC SDR26 GASKET PIPE	7.8700	FT	55.09
75.0	1	6"TEMP BLOW OFF ASSY	800.0000		800.00
76.0	4	6"PO 45 BEND	159.0000		636.00
78.0	14	6" TYTON FIELD LOC GASKETS	78.0000	EA	1092.00
		SUBTOTAL			6400.75
---ITEM 7 LINE E -----					
81.0	73	6 CL52 DIP TJ ZINC COAT NSCI NOSCIN	31.1300	FT	2272.49
82.0	1	6"PO OL GATE VALVE	662.0000		662.00
83.0	1	2194 VALVE BOX	33.0000	EA	33.00
84.0	7	6X14 PVC SDR26 GASKET PIPE	7.8700	FT	55.09
85.0	1	6"TEMP BLOW OFF ASSY	800.0000		800.00
86.0	2	6"PO 45 BEND	159.0000		318.00
88.0	10	6" TYTON FIELD LOC GASKETS	78.0000	EA	780.00
		SUBTOTAL			4920.58
---ITEM 8 ---LINE F ----					
91.0	37	6 CL52 DIP TJ ZINC COAT NSCI NOSCIN	31.1300	FT	1151.81
92.0	1	6"OL PO GATE VALVE	662.0000		662.00
93.0	1	2194 VALVE BOX	33.0000	EA	33.00
94.0	14	6X14 PVC SDR26 GASKET PIPE	7.8700	FT	110.18
96.0	2	6" TYTON FIELD LOC GASKETS	78.0000	EA	156.00
		SUBTOTAL			2112.99
-----ITEMS -----					
---ITEM 1 ---					
102.0	1	8 CL52 DIP TJ ZINC COAT NSCI	41.8800	FT	41.88
		SUBTOTAL			41.88



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Line	Qty.	Description	Unit Price	UOM	Extended Price
105.0	1	---ITEM 2 ---			
		8"PO 11.25 BEND	195.0000		195.00
106.0	2	8" TYTON FIELD LOC GASKETS	105.0000	EA	210.00
		SUBTOTAL			405.00
109.0	1	---ITEM 3 ----			
		8"PO 22.5 BEND	192.0000		192.00
110.0	2	8" TYTON FIELD LOC GASKETS	105.0000	EA	210.00
		SUBTOTAL			402.00
113.0	1	---ITEM 4 ----			
		8"PO 45 BEND	233.0000		233.00
114.0	2	8" TYTON FIELD LOC GASKETS	105.0000	EA	210.00
		SUBTOTAL			443.00
117.0	1	---ITEM 5 ---			
		8"PO 90 BEND	278.0000		278.00
118.0	2	8" TYTON FIELD LOC GASKETS	105.0000	EA	210.00
		SUBTOTAL			488.00
121.0	1	----ITEM 6 ----			
		8 DI MJ LONG SOLID SLEEVE	164.0000	EA	164.00
122.0	2	8" MEGA LUG ACC.	63.0000	EA	126.00
		SUBTOTAL			290.00
125.0	1	---ITEM 7 -----			
		8"PO PLUG W/SET SCREWS	394.0000		394.00
		SUBTOTAL			394.00
128.0	1	---ITEM 8 ----			
		8"PO TEE	373.0000		373.00
129.0	3	8" TYTON FIELD LOC GASKETS	105.0000	EA	315.00
		SUBTOTAL			688.00
132.0	1	---ITEM 9 ----			
		8"OL PO GATE VALVE	1005.0000		1005.00
133.0	1	2194 VALVE BOX	33.0000	EA	33.00
134.0	14	6X14 PVC SDR26 GASKET PIPE	7.8700	FT	110.18
135.0	2	8" TYTON FIELD LOC GASKETS	105.0000	EA	210.00
		SUBTOTAL			1358.18
138.0	1	---ITEM 10 -----			
		6 CL52 DIP TJ ZINC COAT NSCI	31.1300	FT	31.13
		NOSCIN			
		SUBTOTAL			31.13
141.0	1	---ITEM 11 -----			
		6"PO 11.25 BEND	143.0000		143.00
142.0	2	6" TYTON FIELD LOC GASKETS	78.0000	EA	156.00
		SUBTOTAL			299.00



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Line	Qty.	Description	Unit Price	UOM	Extended Price
---ITEM 12 -----					
145.0	1	6"PO 22.5 BEND	143.0000		143.00
146.0	2	6" TYTON FIELD LOC GASKETS	78.0000	EA	156.00
		SUBTOTAL			299.00
---ITEM 13 ----					
149.0	1	6"PO 45 BEND	159.0000		159.00
150.0	2	6" TYTON FIELD LOC GASKETS	78.0000	EA	156.00
		SUBTOTAL			315.00
---ITEM 14 ----					
153.0	1	6"PO TEE	227.0000		227.00
154.0	3	6" TYTON FIELD LOC GASKETS	78.0000	EA	234.00
		SUBTOTAL			461.00
---ITEM 15 ----					
157.0	1	6 DI MJ LONG SOLID SLEEVE	102.0000	EA	102.00
158.0	2	6" MEGA-LUG ACC. SET	47.0000	EA	94.00
		SUBTOTAL			196.00
---ITEM 16 -----					
161.0	1	6"PO PLUG W/SET SCREWS	207.0000		207.00
		SUBTOTAL			207.00
---ITEM 17 -----					
167.0	1	6" OL PO GATE VALVE	662.0000		662.00
168.0	1	2194 VALVE BOX	33.0000	EA	33.00
169.0	14	6X14 PVC SDR26 GASKET PIPE	7.8700	FT	110.18
170.0	2	6" TYTON FIELD LOC GASKETS	78.0000	EA	156.00
		SUBTOTAL			961.18
---ITEM 18 ----					
173.0	1	6" BLOW OFF ASSY	800.0000		800.00
		SUBTOTAL			800.00
---ITEM 19 -----					
176.0	1	1"AIR RELEASE ASSY	625.0000		625.00
		SUBTOTAL			625.00
---ITEM 20 ----					
179.0	1	HYDRANT ASSY	3284.0000		3284.00
		SUBTOTAL			3284.00
---ITEM 21 -----					
182.0	1	3/4 X 60 K SOFT COPPER TUBE	5.6000	FT	5.60
		SUBTOTAL			5.60
---ITEM 22 ----					
185.0	1	3/4 X 60 K SOFT COPPER TUBE	5.6000	FT	5.60
		SUBTOTAL			5.60
---ITEM 24 -----					



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Line	Qty.	Description	Unit Price	UOM	Extended Price
188.0	1	3/4 X 60 K SOFT COPPER TUBE	5.6000	FT	5.60
189.0	2	U134LF 3/4 MALE ADPT LF	12.0000	EA	24.00
		SUBTOTAL			29.60
		---ITEM 25 ---			
192.0	1	76100-22 3/4 CTSXCTS BL VLV	92.0000	EA	92.00
193.0	1	UTL 259 3654 COMPLETE CURB BOX INDEP SPEC	55.0000	EA	55.00
194.0	1	18X42 PLASTIC METER PIT	65.0000	EA	65.00
195.0	1	2210 18 RING & LID	55.0000	EA	55.00
196.0	2	74642B-22 5/8 ANGLE BALL VALVE #5143-196	70.0000	EA	140.00
197.0	1	74758-22 3/4 CPLNG CTSXCTS NL	22.0000	EA	22.00
		SUBTOTAL			429.00

1. This quotation is itemized for information only. Although effort has been made to include all material needed, this is not necessarily a complete list.

2. The prices are subject to change without notice, and also subject to any federal, state, city or other taxes that may apply.

3. We are not responsible for damages resulting from strikes, delays by carrier, or causes beyond our control.

4. This quotation is not to be considered a contract and we reserve the right to retract this and any quotation at any time for any reason.

Tax Area Id	Net Sales	247,890.18
260470690	Freight	.00
	Tax	21,628.42
	Quotation Total	269,518.60



3939 A NE 33RD TERRACE
KANSAS CITY, MO 64117

PHONE (816) 459-8600
FAX (816) 459-8622

Quoted To Customer

PYRAMID EXCAVATION
11102 HICKMAN MILLS DR
KANSAS CITY, MO 64134-4201

Phone (816) 765-4464
Fax (816) 765-4467

REVISED

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Quoted By

TIM EVANS
teevans@winwaterworks.com
(816) 459-8600

Customer	Payment Terms	Quoted To	Salesperson	FOB
001515	NET 30 DAYS	TIM EVANS	ERIC ULMER	S

Line	Qty.	Description	Unit Price	UOM	Extended Price
---ITEM 1 LINE A ---					
2.0	970	8 CL52 DIP TJ ZINC COAT NSCI	48.5900	FT	47132.30
3.0	1100	70330-VB3 30X220' 8MIL POLYWRP	1.1600	EA	1276.00
		P# 70330-VB3			
4.0	4	POLYWRAP TAPE	3.5000	EA	14.00
		1"			
5.0	59	8" TYTON FIELD LOC GASKETS	108.0000	EA	6372.00
5.5	10	6" TYTON FIELD LOC GASKETS	80.0000	EA	800.00
6.0	4	8"PO OL GATE VALVE	1295.0000		5180.00
7.0	4	2194 VALVE BOX	35.0000	EA	140.00
8.0	28	6X14 PVC SDR26 GASKET PIPE	8.4400	FT	236.32
---HYDRANT ASSY BELOW ---					
10.0	2	MED 5-1/4 4'B OL P/O INDEP	2400.0000	EA	4800.00
11.0	2	6"PO OL GATE VALVE	853.0000		1706.00
12.0	2	2194 VALVE BOX	35.0000	EA	70.00
13.0	14	6X14 PVC SDR26 GASKET PIPE	8.4400	FT	118.16
14.0	18	6 CL52 DIP TJ ZINC COAT NSCI	36.0200	FT	648.36
		NOSCIN			
15.0	2	8"X6" PO XPE TEE	546.0000		1092.00
---END OF ASSY ---					
17.0	1	8"TEMP BLOW OFF ASSY	1100.0000		1100.00
18.0	2	1" AIR RELEASE ASSY	650.0000		1300.00
19.0	3	8"X6" PO TEE	339.0000		1017.00
20.0	9	8"PO 45 BEND	247.0000		2223.00
21.0	5	8"PO 11.25 BEND	208.0000		1040.00
22.0	1	8"X6" PO REDUCER	185.0000		185.00
23.0	1	8"PO CAP	132.0000		132.00
24.0	1	1108 8 DI MEGALUG	45.0000	EA	45.00
		FOR STRADDLE BLOCK			
25.0	1	1106SDB 6 DI SPLIT MEGALUG	99.0000	EA	99.00
		FOR STRADDLE BLOCK			
SUBTOTAL					76726.14
---ITEM 2 ---					
25.3	1903	8 CL52 DIP TJ ZINC COAT NSCI	48.5900	FT	92466.77
25.4	2200	70330-VB3 30X220' 8MIL POLYWRP	1.1600	EA	2552.00
		P# 70330-VB3			
25.5	8	POLYWRAP TAPE	3.5000	EA	28.00
		1"			
25.6	116	8" TYTON FIELD LOC GASKETS	108.0000	EA	12528.00



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Line	Qty.	Description	Unit Price	UOM	Extended Price
25.7	17	6" TYTON FIELD LOC GASKETS	80.0000	EA	1360.00
25.8	7	8"PO OL GATE VALVE	1295.0000		9065.00
25.9	7	2194 VALVE BOX	35.0000	EA	245.00
26.0	42	6X14 PVC SDR26 GASKET PIPE	8.4400	FT	354.48
		--HYDRANT ASSY BELOW---			
28.0	4	MED 5-1/4 4'B OL P/O INDEP	2400.0000	EA	9600.00
29.0	4	6"PO OL GATE VALVE	853.0000		3412.00
30.0	4	2194 VALVE BOX	35.0000	EA	140.00
31.0	28	6X14 PVC SDR26 GASKET PIPE	8.4400	FT	236.32
32.0	54	6 CL52 DIP TJ ZINC COAT NSCI	36.0200	FT	1945.08
		NOSCIN			
33.0	4	8"X6" POXPE TEE	547.0000		2188.00
		---END OF ASSY -----			
35.0	1	1" AIR RELEASE ASSY	650.0000		650.00
36.0	1	8" TEMP BLOW OFF ASSY	1100.0000		1100.00
36.1	1	8"PO TEE	395.0000		395.00
36.2	4	8"X6" PO TEE	339.0000		1356.00
36.3	20	8"PO 45 BEND	247.0000		4940.00
36.4	1	8"PO 11.25 BEND	208.0000		208.00
36.5	1	8"X6" PO REDUCER	182.0000		182.00
36.6	2	8"PO CAP	85.0000		170.00
36.7	1	1106SDB 6 DI SPLIT MEGALUG	99.0000	EA	99.00
		FOR STRADDLE BLOCK			
		SUBTOTAL			145220.65
		----ITEM 3 LINE A SERVICES--			
39.0	800	3/4 X 100 K SOFT COPPER TUBE	5.6000	FT	4480.00
40.0	28	76100-22 3/4 CTSXCTS BL VLV	92.0000	EA	2576.00
41.0	28	UTL 259 3654 COMPLETE CURB BOX	60.0000	EA	1680.00
		INDEP SPEC			
42.0	28	74758-22 3/4 CPLNG CTSXCTS NL	24.0000	EA	672.00
43.0	28	18X42 PLASTIC METER PIT	70.0000	EA	1960.00
44.0	26	2210 18 RING & LID	60.0000	EA	1560.00
45.0	56	74642B-22 5/8 ANGLE BALL VALVE	75.0000	EA	4200.00
		#5143-196			
		SUBTOTAL			17128.00
		-----ITEM 4 ---LINE B ----			
48.0	92	6 CL52 DIP TJ ZINC COAT NSCI	36.0200	FT	3313.84
		NOSCIN			
49.0	220	70330-VB3 30X220' 8MIL POLYWRP	1.1600	EA	255.20
		P# 70330-VB3			
50.0	1	POLYWRAP TAPE	3.5000	EA	3.50
		1"			
51.0	1	6"OL PO GATE VALVE	853.0000		853.00
52.0	1	2194 VALVE BOX	35.0000	EA	35.00
53.0	7	6X14 PVC SDR26 GASKET PIPE	8.4400	FT	59.08
54.0	1	6"TEMP BLOW OFF ASSY	900.0000		900.00
55.0	4	6"PO 45 BEND	169.0000		676.00
56.0	16	6" TYTON FIELD LOC GASKETS	80.0000	EA	1280.00
		SUBTOTAL			7375.62



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Line	Qty.	Description	Unit Price	UOM	Extended Price
----ITEM 5 LINE C ----					
59.0	37	6 CL52 DIP TJ ZINC COAT NSCI NOSCIN	36.0200	FT	1332.74
60.0	1	6"OL PO GATE VALVE	853.0000		853.00
61.0	1	2194 VALVE BOX	35.0000	EA	35.00
62.0	7	6X14 PVC SDR26 GASKET PIPE	8.4400	FT	59.08
63.0	1	6"BLOW OFF ASSY	900.0000		900.00
64.0	2	6"PO 45 BEND	169.0000		338.00
66.0	8	6" TYTON FIELD LOC GASKETS	80.0000	EA	640.00
		SUBTOTAL			4157.82
----ITEM 6 LINE D ----					
69.0	92	6 CL52 DIP TJ ZINC COAT NSCI NOSCIN	36.0200	FT	3313.84
70.0	220	70330-VB3 30X220' 8MIL POLYWRP P# 70330-VB3	1.1600	EA	255.20
71.0	1	POLYWRAP TAPE 1"	3.5000	EA	3.50
72.0	1	6"OL PO GATE VALVE	853.0000		853.00
73.0	1	2194 VALVE BOX	35.0000	EA	35.00
74.0	7	6X14 PVC SDR26 GASKET PIPE	8.4400	FT	59.08
75.0	1	6"TEMP BLOW OFF ASSY	900.0000		900.00
76.0	4	6"PO 45 BEND	169.0000		676.00
78.0	14	6" TYTON FIELD LOC GASKETS	80.0000	EA	1120.00
		SUBTOTAL			7215.62
---ITEM 7 LINE E -----					
81.0	73	6 CL52 DIP TJ ZINC COAT NSCI NOSCIN	36.0200	FT	2629.46
82.0	1	6"PO OL GATE VALVE	853.0000		853.00
83.0	1	2194 VALVE BOX	35.0000	EA	35.00
84.0	7	6X14 PVC SDR26 GASKET PIPE	8.4400	FT	59.08
85.0	1	6"TEMP BLOW OFF ASSY	900.0000		900.00
86.0	2	6"PO 45 BEND	169.0000		338.00
88.0	10	6" TYTON FIELD LOC GASKETS	80.0000	EA	800.00
		SUBTOTAL			5614.54
---ITEM 8 -----LINE F ----					
91.0	37	6 CL52 DIP TJ ZINC COAT NSCI NOSCIN	36.0200	FT	1332.74
92.0	1	6"OL PO GATE VALVE	853.0000		853.00
93.0	1	2194 VALVE BOX	35.0000	EA	35.00
94.0	14	6X14 PVC SDR26 GASKET PIPE	8.4400	FT	118.16
96.0	2	6" TYTON FIELD LOC GASKETS	80.0000	EA	160.00
		SUBTOTAL			2498.90
-----ITEMS -----					
---ITEM 1 ---					
102.0	1	8 CL52 DIP TJ ZINC COAT NSCI	48.5900	FT	48.59
		SUBTOTAL			48.59



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Line	Qty.	Description	Unit Price	UOM	Extended Price
105.0	1	---ITEM 2 ---			
		8"PO 11.25 BEND	208.0000		208.00
106.0	2	8" TYTON FIELD LOC GASKETS	108.0000	EA	216.00
		SUBTOTAL			424.00
109.0	1	---ITEM 3 ----			
		8"PO 22.5 BEND	205.0000		205.00
110.0	2	8" TYTON FIELD LOC GASKETS	108.0000	EA	216.00
		SUBTOTAL			421.00
113.0	1	---ITEM 4 ----			
		8"PO 45 BEND	247.0000		247.00
114.0	2	8" TYTON FIELD LOC GASKETS	108.0000	EA	216.00
		SUBTOTAL			463.00
117.0	1	---ITEM 5 ---			
		8"PO 90 BEND	294.0000		294.00
118.0	2	8" TYTON FIELD LOC GASKETS	108.0000	EA	216.00
		SUBTOTAL			510.00
121.0	1	----ITEM 6 ----			
		8 DI MJ LONG SOLID SLEEVE	180.0000	EA	180.00
122.0	2	8" MEGA LUG ACC.	63.0000	EA	126.00
		SUBTOTAL			306.00
125.0	1	---ITEM 7 -----			
		8"PO PLUG W/SET SCREWS	445.0000		445.00
		SUBTOTAL			445.00
128.0	1	---ITEM 8 ----			
		8"PO TEE	395.0000		395.00
129.0	3	8" TYTON FIELD LOC GASKETS	108.0000	EA	324.00
		SUBTOTAL			719.00
132.0	1	---ITEM 9 ----			
		8"OL PO GATE VALVE	1295.0000		1295.00
133.0	1	2194 VALVE BOX	35.0000	EA	35.00
134.0	14	6X14 PVC SDR26 GASKET PIPE	8.4400	FT	118.16
135.0	2	8" TYTON FIELD LOC GASKETS	108.0000	EA	216.00
		SUBTOTAL			1664.16
138.0	1	---ITEM 10 -----			
		6 CL52 DIP TJ ZINC COAT NSCI	36.0200	FT	36.02
		NOSCIN			
		SUBTOTAL			36.02
141.0	1	---ITEM 11 -----			
		6"PO 11.25 BEND	152.0000		152.00
142.0	2	6" TYTON FIELD LOC GASKETS	80.0000	EA	160.00
		SUBTOTAL			312.00



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Line	Qty.	Description	Unit Price	UOM	Extended Price
---ITEM 12 -----					
145.0	1	6"PO 22.5 BEND	152.0000		152.00
146.0	2	6" TYTON FIELD LOC GASKETS	80.0000	EA	160.00
		SUBTOTAL			312.00
---ITEM 13 ----					
149.0	1	6"PO 45 BEND	169.0000		169.00
150.0	2	6" TYTON FIELD LOC GASKETS	80.0000	EA	160.00
		SUBTOTAL			329.00
---ITEM 14 ----					
153.0	1	6"PO TEE	240.0000		240.00
154.0	3	6" TYTON FIELD LOC GASKETS	80.0000	EA	240.00
		SUBTOTAL			480.00
---ITEM 15 ----					
157.0	1	6 DI MJ LONG SOLID SLEEVE	115.0000	EA	115.00
158.0	2	6" MEGA-LUG ACC. SET	47.0000	EA	94.00
		SUBTOTAL			209.00
---ITEM 16 -----					
161.0	1	6"PO PLUG W/SET SCREWS	230.0000		230.00
		SUBTOTAL			230.00
---ITEM 17 -----					
167.0	1	6" OL PO GATE VALVE	853.0000		853.00
168.0	1	2194 VALVE BOX	35.0000	EA	35.00
169.0	14	6X14 PVC SDR26 GASKET PIPE	8.4400	FT	118.16
170.0	2	6" TYTON FIELD LOC GASKETS	80.0000	EA	160.00
		SUBTOTAL			1166.16
---ITEM 18 ----					
173.0	1	6" BLOW OFF ASSY	900.0000		900.00
		SUBTOTAL			900.00
---ITEM 19 -----					
176.0	1	1"AIR RELEASE ASSY	650.0000		650.00
		SUBTOTAL			650.00
---ITEM 20 ----					
179.0	1	HYDRANT ASSY	3800.0000		3800.00
		SUBTOTAL			3800.00
---ITEM 21 -----					
182.0	1	3/4 X 60 K SOFT COPPER TUBE	5.6000	FT	5.60
		SUBTOTAL			5.60
---ITEM 22 ----					
185.0	1	3/4 X 60 K SOFT COPPER TUBE	5.6000	FT	5.60
		SUBTOTAL			5.60
---ITEM 24 -----					



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Line	Qty.	Description	Unit Price	UOM	Extended Price
188.0	1	3/4 X 60 K SOFT COPPER TUBE	5.6000	FT	5.60
189.0	2	U134LF 3/4 MALE ADPT LF	12.0000	EA	24.00
		SUBTOTAL			29.60
		---ITEM 25 ---			
192.0	1	76100-22 3/4 CTSXCTS BL VLV	92.0000	EA	92.00
193.0	1	UTL 259 3654 COMPLETE CURB BOX	60.0000	EA	60.00
		INDEP SPEC			
194.0	1	18X42 PLASTIC METER PIT	70.0000	EA	70.00
195.0	1	2210 18 RING & LID	60.0000	EA	60.00
196.0	2	74642B-22 5/8 ANGLE BALL VALVE	75.0000	EA	150.00
		#5143-196			
197.0	1	74758-22 3/4 CPLNG CTSXCTS NL	24.0000	EA	24.00
		SUBTOTAL			456.00

1. This quotation is itemized for information only. Although effort has been made to include all material needed, this is not necessarily a complete list.

2. The prices are subject to change without notice, and also subject to any federal, state, city or other taxes that may apply.

3. We are not responsible for damages resulting from strikes, delays by carrier, or causes beyond our control.

4. This quotation is not to be considered a contract and we reserve the right to retract this and any quotation at any time for any reason.

Tax Area Id	Net Sales	279,859.02
	Freight	.00
	Tax	.00
	Quotation Total	279,859.02



IRON STRONG

2266 South 6th Street
Coshocton, OH 43812
o 800-800-6013
mcwaneductile.com

March 11th, 2022

To: McWane Ductile Customers

Re: Scrap Surcharge

The Russian-Ukraine conflict has caused a severe shortage of pig iron in the international market (as both countries are two of the world's top producers). While McWane Ductile does not use pig iron, consumers of pig iron have downcycled to raw materials such as busheling and auto shred, resulting in an immediate and intense demand for all grades of US scrap, which in turn has driven up scrap prices by \$150/ton and more this month alone. We expect this cost escalation to continue until the conflict resolves. In light of the detrimental impacts from these unexpected events, it is necessary to implement a \$150/ton scrap surcharge to all shipments effective 03/14/2022, which will be added as a separate line item on your invoice. Additional points:

- This surcharge is temporary, and we will rescind it when scrap prices return to February 2022 levels.
- We will adjust the surcharge monthly, based on changes in the Busheling Index published monthly in Fastmarkets.com.
- The surcharge we're announcing today will apply to all shipments from 3/14/2022 until 4/10/2022. Fastmarkets publishes the settled scrap price on the 10th of each month, therefore any April surcharge will apply to all shipments from 4/11/2022 to 5/10/2022.
- Because of unprecedented demand for our products along with supply chain constraints, we cannot guarantee lead times, delivery schedules, or availability.
- You may choose to not pay the surcharge and delay your scheduled shipments until such time as scrap prices have returned to lower levels. Once again, however, lead times, delivery schedule and availability are not guaranteed.

Thank you in advance for your support. Please contact your McWane Ductile Sales Representative with any questions.

Best regards,

A handwritten signature in blue ink, appearing to read 'Mike Dodge', written over the printed name.

Mike Dodge
Vice President of Sales & Marketing



March 16, 2022

To: All Tyler Union Customers

Re: Supply Cost Volatility

Dear Valued Customer,

For your planning purposes, Tyler Union intends to handle the current supply cost volatility with incremental adjustments to multipliers at the time of shipment.

We expect to have details of our first adjustment sent out to you by early next week.

Thank you for your patience and understanding while we navigate through these extraordinary situations.

Sincerely,

Jerry Jansen
National Sales Manager



Clow Valve Co.

902 South 2nd Street
Oskaloosa, IA 52577

Telephone: 641 673-8611
Fax: 641 673-8269

March 25th, 2022

To: All Clow AWWA Distribution
Re: Price Increase Applying to AWWA and UL/FM Products

As a result of increased transportation and operational cost, Clow will be implementing a discount reduction on listed products below effective Friday, March 25th, 2022. There will be no change in the list prices.

<u>Size Range</u>	<u>Product Line</u>	<u>Discount Reduced By</u>
All	Dry Barrel Fire Hydrants	7.0 points
12" and Below	AWWA Resilient Wedge Gate and Tapping Valves	7.0 points
14" and Above	AWWA Resilient Wedge Gate and Tapping Valves	7.0 points
All	Double Disc Gate Valves and Tapping Valves	7.0 points
All	Hydrant Extension and Repair Kits	7.0 points
All	Indicator Posts	7.0 points

Orders received on March 25th or later will be subject to new pricing

Your Sales Representative will be in contact with you to review these increases and to answer any questions you may have.

Thank you

Steve Werninger

Steve Werninger
National Sales Manager



March 23, 2022

To: All Tyler Union Customers

Re: Clarification on repricing of open order items

After receiving multiple inputs, we have decided to amend our March 21, 2022 letter in terms of how confirmed order items not shipped by March 28, 2022 will be repriced.

Open items on orders received before June 1, 2021 will not be repriced.

Rather than being repriced all the way up to current Published Pricing, open items on confirmed orders for (Fittings, Restraints, Glands & Accessories) entered between June 1, 2021 and March 22, 2022 and for Municipal Castings entered between June 1, 2021 and March 11, 2022 will be increased by the below percentages regardless of the Multiplier or List Price Revision those orders were confirmed at.

Product	% Increase
Domestic Fittings	4%
Domestic P401	4%
Domestic Municipal Castings	10%
Domestic Glands & Accessories	4%
Domestic Restraints	4%
Import Fittings	6%
Import P401 Fittings	6%
Import Municipal Castings	17%
Import Glands & Accessories	6%
Import Restraints	6%

Customers who do not want product shipped and invoiced at this revised pricing have the option to cancel their open orders without penalty. Orders not cancelled by March 28, 2022, will be considered as acceptance of the revised pricing.

We thank you for your continued support of Tyler Union and look forward to providing you with quality waterworks products, as we have for nearly 100 years.

Sincerely,

Jerry Jansen
National Sales Manager