



REQUEST FOR BID
For
Light Lantern Metal Screen Panels
Mississippi Greenway: Under I-70 Overpass

SUBMITTAL DUE DATE: **October 24th, 2022**
10:15 A.M. Prevailing Central Time

SUBMITTAL LOCATION: Great Rivers Greenway
ATTN: Sarah Olmstead
3745 Foundry Way Suite 253
St. Louis, MO 63110

Questions or information related to this request should be directed to:
Sarah Olmstead, Greenway Operations Supervisor
solmstead@grgstl.org

BACKGROUND

Great Rivers Greenway District (“the District”), is a multi-jurisdictional political subdivision including the City of St. Louis, St. Louis County and St. Charles County. The primary purpose of the District is to improve the quality of life throughout the St. Louis region by developing a public system of interconnected greenways, trails and parks.

Great Rivers Greenway is seeking bids for manufacturing of 10- 5’ x 10’ metal screen panels, these panels include specialty architectural lighting and specialty electric cabling and wiring.

The project would include the manufacturing of 10- 5’ x10’ metal screen panels, this would also include the hardware to attach, top and base plates, vertical post and angle brackets, panel post and hardware and metal finishing/coatings per specifications.

Issue Date: [O c t o b e r 3^{r d}, 2 0 2 2]



SPECIFICATIONS

Please see Exhibit A

INSTRUCTIONS FOR SUBMITTING A BID

- i. The name and address of the vendor.
- ii. Pricing of equipment/material per specifications.
- iii. Date of availability.

The vendor shall complete the attached Bid form (Form GRG 1). Blank forms shall not be accepted, and the bid will not be evaluated. Questions regarding the specifications or bid process should be submitted for review and response by Great Rivers Greenway as early as possible in the bidding process.

The Contract Award will be based on the lowest and best bid meeting specifications.

Questions regarding this bid are to be sent via email no later than October 17th, 2022, at 5:00 p.m. prevailing central time to Sarah Olmstead, Greenway Operations Supervisor, solmstead@grgstl.org. Responses shall be issued no later than October 19th, 2022, to all known plan holders who provided information when downloading the bid packet from the Great Rivers Greenway website.

Pre-Bid meeting (optional) October 14th at 10:15 A.M.

Meeting site will be at Lucas and Lumiere Place Blvd.

Bid Submittal

Bid due date is October 24th, 2022. 10:15 A.M. prevailing central time. No late submittals will be accepted.



Deliver one (1) sealed hard copy submittal via mail to the address below. The District invites bids on the appropriate form attached hereto, all blanks of which must be filled. Bids will be received in the office of the District no later than the time and date indicated in the "Invitation to Bid." Any bid received after above-stated closing time will not be accepted. It is the responsibility of the bidding party to ensure the bid has arrived at the District office by the deadline. Bids delivered in person or via mail must be submitted in a sealed opaque envelope. Bid envelope shall be marked in upper left-hand corner with the name of firm submitting the bid, and in lower left-hand corner envelope shall be marked "**Light Lantern Metal Screen Panels** "

Bids to be addressed to:

Great Rivers Greenway
Attn: Sarah Olmstead
3745 Foundry Way suite 253
St. Louis, MO 63110

All bids received on time by the District will be publicly opened from the Missouri Room.

Bids shall be signed in ink. Prices must be expressed in words and figures. Any Bid which fails to name a price in both figures and writing may be deemed informal and may be rejected. In case of any discrepancy between the price written in the Bid and that given in figures, the lower price will be considered as the Bid.

Erasures or other changes in a Bid must be explained or noted over signature of Bidder. Bids containing any conditions, omissions, unexplained erasures or alterations, or irregularities of any kind may be rejected as incomplete. The District reserves the right to reject any and all Bids submitted.

MINORITY AND WOMEN BUSINESS ENTERPRISE POLICIES

It is the policy of the District that minority and women-owned businesses shall have the maximum opportunity to participate in the performances of contracts utilizing District funds. While not a requirement, the District has established Minority and Women Business Enterprise goals of 25/5% i.e. 25% of the total contract amount to be awarded to Minority Business Enterprises (MBE) and 5% of the total contract amount to be



awarded to Women Business Enterprise (WBE). It is the prospective firm's responsibility to make a sufficient portion of the work available to sub-contractors to meet the goal, consistent with the availability and capacities of MBE and WBE firms. MBE/WBE firms, if included in the submittal, either as General Contractor or Sub-Contractors, must be certified by one or more of the follow agencies on or before the date of the submission of qualifications:

- Missouri Division of Purchasing and Materials Management
- City of St. Louis: Disadvantage Business Enterprise Program
- St. Louis Minority Business Council

GENERAL PROVISIONS

Any contract awarded as a result of this Request for Bid will be awarded without discrimination on race, color, religion, age, sex, sexual orientation, or national origin.

The District reserves the right, at its sole discretion, to 1) reject any or all submittals when, in its opinion, it is determined to be in the public interest to do so, 2) waive minor informalities of a submittal, 3) cancel, revise, or extend this solicitation, 4) request additional information which the District deems necessary.

This Request for Bids does not obligate the District to pay any costs incurred by any respondent in the submission of a bid or in making necessary studies or design for the preparation thereof, or for procuring or contracting for the services to be furnished under this request for bids. The District will give preference to firms located in the District (St. Louis City, St. Louis County and/or St. Charles County) and secondly, in the State of Missouri, when other considerations are equal.

Prospective consultants shall assure the District that they will comply with The Americans with Disabilities Act of 1990 and Revised ADA Regulations Implementing Title II and Title III, which prohibit discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.) and 2010 ADA standards for Accessible Design.



Exhibit A – Bid Specifications

Light Lantern Metal Screen Panel project is as follows:

- 10- 5' x10' expanded metal grating with attachment hardware
- Top and Base plates
- Vertical post
- Angle brace
- Anchor clips
- Metal finishing
- Metal coating

Bid pricing to include the following:

1. The production of 10- 5' x10' expanded metal grating with attachment hardware.
2. Top and Base plates
3. Vertical post
4. Angle brace
5. Anchor clips
6. Metal finishing
7. Metal coating

Product: Specification

2.0 Material. All material shall be in accordance with Division 1000, Material Details, except as noted below specifically as follows:

2.1 Carbon Steel. Comply with Sec. 1080. Provide anchors, bolts, sockets, sleeves, gaskets and other parts required for securing each item of work to other construction. Any dimensional defects and structural discontinuities will be cause for rejection. The material to be welded shall be preheated in accordance with good welding practice, and welds shall be full-section and soundthroughout.

2.2 Expanded Metal Mesh Panel Assemblies.



- A. Panel Assemblies shall be fabricated to meet the drawing and specifications as manufactured by Alabama Metal Industries Corporation, AMICO, Birmingham, Alabama. Project contact Mr. Phil Shevchenko telephone, 289-313-2211.
- B. Panel Assemblies shall be supplied as shown on drawings model number APEX 03.
- C. Tolerances $-0 + 1/16$ -inch per foot of width (Short Way of Diamond) and $\pm 1/8$ -inch per foot of length of sheet (Long Way of Diamond).
- D. Panel Assemblies shall be produced from carbon steel, sandblasted, e-coated and powder coated.
- E. Anchor brackets shall be produced from carbon steel and hot-dipped galvanized.

2.3 Metal Finishes. As shown on drawings.

2.4 Hot Dip Galvanizing.

- A. Description: This work shall consist of galvanizing of metals where such coating is indicated in the plans.
- B. Quality Assurance - Standards:
 - 1. ASTM A123 Standard Specification for Zinc [Hot Dip Galvanized] Coatings on Iron and Steel Products.
 - 2. ASTM A153 Standard Specification for Zinc Coating [Hot Dip] on Iron and Steel Hardware.
 - 3. ASTM A143 Recommended Practice for Safeguarding Against Embrittlement of Hot Dip Galvanized Structural Steel Products and Procedure for Detecting Embrittlement.
 - 4. ASTM A384 Practice for Safeguarding Against Warpage and Distortion During Hot Dip Galvanizing of Steel Assemblies.
 - 5. ASTM A385 Standard Practice for Providing High Quality Zinc Coatings [Hot Dip].
 - 6. ASTM A53 Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated Welded and Seamless.
 - 7. SSPC Society for Protective Coatings
- C. Materials.
 - 1. Standard: Meet the requirements of ASTM B 6 and "Prime Western" grade, or equal, for zinc for galvanizing, zinc coating or plating.
- D. Touch-Up Paint: Zinc-rich paint manufactured for repair of hot dip galvanized coating.



1. Uncoated Areas of Hot-Dip Galvanized Steel identified to remain natural finish.
 2. Comply with ASTM A780 Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings. Provide minimum 65 percent zinc dust by weight of the dry film.
 3. Comply with Steel Structures Painting Council "Paint 20", Type II Organic.
 4. Comply with MIL-P-21035, "Paint, High Zinc Dust Content, Galvanizing Repair".
- E. Preparation.
1. General: Blast clean or grind smooth wrought metals and castings. Tumble and grind flush all high spots when a smooth coat is required for castings. Normalize castings to prevent cracking.
 2. Base Metal Cleaning: Thoroughly clean base metal. Remove all welding slag and burrs. Remove surface contaminants and coatings which would not be removable by the normal chemical cleaning process in the galvanizing operation, by blast cleaning, by immersion in a caustic bath, acid pickle and flux or other approved method.
 3. Product Preparation: Fabricate structural steel products and assemblies to be galvanized in accordance with ASTM A 143, A 384, A 385 and Class I guidelines as shown in "Recommended Details of Galvanized Structures" as published by American Hot-Dip Galvanizers Association, Inc.
- F. Application.
1. Hot Dip: Use the hot-dip process for galvanizing as required by the appropriate ASTM and American Hot-Dip Galvanizers Association, Inc. specifications.
 - a) Do not allow the dipping to come in contact with or rest upon the dross during the operation.
 - b) Do not use procedures tending to agitate the dross.
 2. Required Facilities: Perform the galvanizing and coating in a plant having the required facilities to produce the quality of coatings specified and with ample capacity for the volume of work required. Handle and ship galvanized material in a manner which will avoid damage to the zinc coating.
 3. Requirements: Perform galvanizing in accordance with the requirements of the following specifications.

Item	ASTM
1. Iron and steel products	A 123



2. Iron and steel hardware	A 153
3. Steel Sheets	A 924
4. Assembled products	A 385 & A 123
5. Steel chain link fence fabric	A 392 Class II
6. Steel Pipe	A 53

4. Weight of Zinc: Minimum 2.0 ounces of zinc per square foot of surface area.
5. Galvanize After Fabrication: Galvanize after fabrication is completed.
6. Vents: Comply with ASTM A385.
7. Vent Size: As shown or, if not shown, 0.375 inch.
8. Vent Locations: Where shown or, if not shown, where approved by Architect.
9. Certification: Stamp each galvanized member at the galvanizing plant to indicate applicable ASTM standard and ounces of zinc per square foot of surface area.
10. Touch Up: Touch-up damaged galvanized surfaces in compliance with ASTM A780, Annex 2.
 - a) Prepare surfaces to comply with SSPC SP10 near white metal or power tool to bright metal.
 - b) Extend surface preparation onto adjacent undamaged galvanized coating.
 - c) Provide smooth transition from damaged to undamaged surfaces.
 - d) At welded areas, remove all flux residue and weld splatter.
 - e) Comply with coating manufacturer's recommendations including film thickness.

2.5 Powder Coating.

- A. Total finish between 8-11 mils minimum.
- B. Base Coat: Electro-deposition e-coat.
- C. Prime Coat: Rich powder or polyolifin powder, per MFRs specifications.
- D. Top Coat: Super Durable Polyester resin-based thermosetting powder, Series 38 High Performance Architectural Coating, or approved equal.
 1. TIGER Drylac® U.S.A., Inc., 1261 East Belmont Street, Ontario, California 91761; Phone (909)-930-9100, Fax (909) 930-9111; E-mail address: tiger@drylac.com. Web site address: www.tigerdrylac.com, or approved equal.
 2. Finish coat: smooth glossy.

2.6 Protective Coating Material. Anti-Graffiti coating (all exposed surfaces publicly accessible) shall be applied is approved as part of the material sample in



compliance with Section 1059.40 Sacrificial Graffiti Protection System.

3.0 Reference Standards.

- A. ASTM: American Society for Testing and Materials.
- B. AWS: American Welding Society.
- C. AISC: American Institute of Steel Construction.
- D. RCSC: Research Council on Structural Connections Specifications
- E. AASTHO: American Association of State Highway and Transportation Officials
- F. SSPC: Society for Protective Coatings

4.0 Product Data. Provide Manufacturer's data showing installation and limitations in use. Supply Certificates of Compliance for all materials required for fabrication and installation certifying that each material item complies with or exceeds specific requirements as required by MoDOT. Aesthetic requirements must be met for the material as described herein and on the project drawings.

- A. Metal Components for all work
- B. Galvanizing Finishes
- C. Powder Coat Finish
- D. Protective Coating Material
- E. Manufacturer's Warranty Data – Must meet or exceed MoDOT requirements.

4.1 Material Samples. After acceptance of Product Data and prior to ordering the below listed materials, submit representative samples of material to the Engineer and Landscape Architect for selection and approval as follows. Do not order materials until Engineer and Landscape Architect's approval has been obtained. Delivered materials shall closely match the approved samples. Submit duplicate samples of each type listed below showing full range of color variation, finish and texture that can be expected in the permanent work. Samples shall be submitted with the finish specified herein or as shown on the drawings.

- A. All Metal Components. Provide a finished sample that is 12 inches in length for all materials longer than 12 inches.
- B. One sample shall be submitted to show final finish, including anti-graffiti coating.
- C. Expanded Metal Mesh. Provide a finished sample 36 inches by 48 inches.
- D. All required hardware for assembly and anchorage.

4.2 Shop Drawings. Provide Shop Drawings for metal work that show all details including:

- A. All requirements of Section 712 and Section 1080.
- B. Manner of assembling the various members (in shop and in field construction sequence)



- C. Shop Drawings shall show true profiles, methods of anchoring hardware, member size, weight/wall thickness, shape, kinds and locations of shop and field connections, fittings and accessories, support and anchorage, relation to adjacent structures and other data necessary to fabricate, erect and coordinate work of affected trades. Take accurate field measurements before preparation of shop drawings and specifications.

4.3 Project Conditions. Field Measurements: Contractor shall prepare Shop Drawings to reflect actual field dimensions, elevations and slopes. Fabricate work to field dimensions. NO field cutting of shop fabricated pieces shall be permitted.

4.4 Structural Requirements.

- A. Structural requirements shall meet the 2018 International Building Code Ordinance 70795 and AASHTO LRDF 2010 Edition. Where conflicts occur between this provision and the Code, the more stringent requirement shall apply.
- B. Lantern Structure to withstand a 200 lb. concentrated load, applied downward or horizontally at any point, and a non-concurrent 50 lbs. per linear foot uniform load, applied downward or horizontally, without rotating or overstressing assemblies or their anchorage.
 - 1. Wind Load: 115 PSF, Exposure B
 - 2. Snow Load: 20 PSF
 - 3. Seismic: Per indicated Codes
 - 4. Icing: Per indicated Codes
- C. Anchoring Devices: Support dead loads plus live specified loads with specified safety factor. Provide calculations for post-installed anchors, sealed by a structural engineer licensed by the state of Missouri.
- D. Thermal Movement: Exterior work shall accommodate a -30-degree F to a +180 degree F metal temperature shift without distortion or overstress.

4.5 Welding Procedures. Welding Procedure Specifications (WPS) for prequalified and non- prequalified welds.

- A. Submit written Welding Procedures Specifications (WPSs) in accordance with AWS D requirements for each different welded joint proposed for use whether prequalified or qualified by testing. The manufacturer and specific electrode shall be stated in the WPS. Manufacturer and specific electrode shall be considered essential variables for the WPS.



- B. In addition to the Welding Procedure Specifications submit fabrication and erection procedures where needed to control shrinkage, fabrication tolerances, or to insure proper inspection.
- C. Submit Procedure Qualification Record (PQR) in accordance with AWS D1.1 for all procedures qualified by testing.
- D. Submit electrode manufacturer's data.
- E. When the required effective throat thickness of flare groove welds is larger than allowed by the AISC Manual, submit data establishing by qualification the consistent production of such larger effective throat thickness. Qualification of effective throat thickness shall be as required by the AISC specification.
- F. The WPS and PQR will be reviewed by the Inspector for conformance with the requirements of AWS D1.1.

5.0 Metalwork Fabrication – General.

- A. Work to be fabricated in accordance with Section 1080, with additional requirements noted below:
- B. Fabricate work of this special provision to be straight, plumb, level and square, and to sizes, shapes and profiles indicated on approved shop drawings. Cut, reinforce, drill and tap metal work as required for proper assembly.
 - 1. Ease exposed edges to a radius of approximately 1/32 inch unless indicated otherwise. Form bent corner to smallest radius possible without causing grain separation or impairing work.
 - 2. Remove sharp or rough areas on all surfaces exposed to traffic.
 - 3. Weld seams continuously. Spot welding is permitted for temporary welding only.
- C. Work Exposed to View: Select materials with special care. Provide materials that are smooth and free of blemishes such as pits, roller marks, trade names, scale and roughness. Fabricate work with uniform hairline joint. Form welded joints and seams continuously. Grind welds flush to be smooth prior to finishing.
- D. Overall Panel Assembly Length tolerance: 1/4" +/- and height tolerance: 1/8" +/-.
- E. Overall Panel Assembly square-ness tolerance: diagonal length 1/4" +/-.

5.1 Metalwork Finishes.

- A. Inspection



1. Examine areas and conditions under which galvanizing work is to be performed. Inspect substrates to receive finishes specified under this Provision.
 2. Do not proceed with the application of any finish until the condition (that would impair the satisfactory appearance or long-term performance) is corrected or formally waived.
- B. Galvanizing
1. Provide coating for iron and steel fabrications applied by the hot-dip process.
 2. Finished steel shall adhere to the following coating standard:
 - a) Finishing of steel shall be done by a company with a minimum of 10 years' experience in the galvanizing of steel. Galvanizer is subject to approval by the Engineer and Landscape Architect.
 - b) The Contractor shall propose and implement a quality control program to the approval of the Engineer and Landscape Architect. The quality control program shall be vertically integrated and include controls by the steel fabricator and the galvanizer, as well as by the Contractor to provide independent checks of steel quality and finish at the point of fabrication, finishing and during installation.
 - c) Steel received from the mill shall be carefully inspected for any defects or damage which could adversely affect the fabrication and finishing of the steel.
 - d) All fabrication shall be done prior to finishing. All welds shall be ground smooth and finished to match adjacent surfaces, all burrs and foreign particles removed, and any other defects remediated prior to finishing.
 - e) Verify that all surfaces to be finished are dry, clean and free of dust, dirt, oil, wax, grease or other contaminants.
 - f) Inspect finished steel members thoroughly prior to shipping to the site. Carefully package, ship, store and protect galvanized steel prior to installation.
 - g) Once steel members are installed, inspect steel for damage and staining. Remediate or replace damaged members. All repair procedures are subject to approval by the Engineer and Landscape Architect who shall have the right to reject any installed work notwithstanding any remediation procedures instituted.

5.2 Powder Coat Finish – Preparation and Cleaning.

- A. Grind fabrication welds smooth.



- B. Prepare surfaces to comply with SSPC SP10 near white metal or power tool to bright metal.
- C. Clean surfaces prior to pretreatment coating.
- D. Surfaces to Receive Finishes: Dry and free of debris, oils, dust, or other deleterious materials.
- E. Clean surfaces to be coated as follows:
 - 1. Remove all dust, dirt, and other surface debris by vacuuming, wiping dry with clean cloths or compressed air.
 - 2. Rinse scrubbed surfaces with clean water until foreign matter is flushed from surface.
 - 3. Allow surfaces to drain completely and allow to thoroughly dry.
- F. If the above procedures do not clean the substrate surfaces, clean the surfaces with high pressure water washing.
- G. Apply pretreatment as soon as possible after cleaning and before surface deterioration occurs.
- H. Pre-treat iron phosphate for steel, zinc phosphate for galvanized or steel structures and yellow or green chromating, or approved chrome-free for aluminum substrates.

5.3 Powder Coat Finish – Application.

- A. Apply coating to requirements of coating manufacturer’s written application instructions.
- B. Method of Application: per manufacturer’s written application instructions for galvanized steel.
- C. Spray application.
- D. Provide and maintain equipment that is suitable for intended purpose, capable of properly fluidizing powder coating to be applied.
- E. Apply coating materials to clean surfaces to minimum 2.5 - 3.5 mil dry film thickness or as specified by manufacturer.
- F. Ensure coating adheres to internal corners and recessed areas.
- G. Allow surfaces to cure for minimum time period as required by manufacturer.
- H. Cure in accordance with manufacturer’s cure curves.

5.4 Powder Coat Finish – Schedule.

- A. Expanded Metal Panel: “Bengal Silver” RAL series 99 color 49/99999.
- B. Metal Angle: “Bengal Silver” RAL series 99 color 49/99999.

6.0 Touch up and Repair. For damaged metal coated surfaces, bolted



connections, and abraded areas.

- A. For galvanized surfaces, apply organic zinc repair paint complying with requirements of ASTM A 780, modified to 95 percent zinc in dry film. Galvanizing repair paint shall have 95 percent zinc by weight. Thickness of applied galvanizing repair paint shall be not less than coating thickness required by ASTM A 123 or A 153 as applicable. Touch-up of galvanized surfaces with silver paint, brite paint, or aluminum paints is not acceptable.
- B. A touch-up repair kit and touchup instructions shall be provided to the Commission for each type of factory-applied finish.

6.1 Adjusting, Cleaning and Protection. Correct nonconforming and damaged work. Replace work that cannot be repaired at the project. Protect work from damage and abuse by use of temporary protective coverings approved by metal fabricator. Remove protective covering at time of Final Acceptance.

6.2 Quality Assurance (Aesthetic Requirements). The Engineer and Landscape Architect will review fabrication for aesthetic purposes. Review by the Engineer and Landscape Architect will not relieve the contractor of the responsibility to provide fabricated structural steel items in accordance with the contract documents. Quality Control shall be the responsibility of the Contractor and Fabricator. Items not meeting the aesthetic qualities as described in the contract documents and to the satisfaction of the Engineer and Landscape Architect may be rejected at any time prior to final acceptance of the work.



Exhibit C

Example of damaged metal panels





Photo 37 : Damaged Fence – Light Structure see page 8



Photo 38 : Typical Connection at Brace Rail Base Plate – Light Structure



Photo 39 : Typical Connection at Post Base Plate – Light Structure



Photo 40 : Typical Connection at Fence – Light Structure





**PROFESSIONAL SERVICE AGREEMENT
(Mississippi Greenway: Light Lantern Metal Screen Panels)**

THIS AGREEMENT (“AGREEMENT”) is made and entered into this ____ day of _____, 20__ by and between the **METROPOLITAN PARK AND RECREATION DISTRICT d/b/a THE GREAT RIVERS GREENWAY DISTRICT**, a corporate and political subdivision of the State of Missouri (hereinafter the “**DISTRICT**”) and _____ (hereinafter the “**CONTRACTOR**”).

1. **Scope of Work.** The **CONTRACTOR** agrees to perform the professional services related to _____, as set forth in Exhibit A attached hereto and incorporated herein by reference (“**SCOPE OF WORK**”). In accordance with the other conditions included in this **AGREEMENT**, such **SCOPE OF WORK** is sometimes collectively referred to herein as the **PROJECT**.

2. **Compensation.** The **DISTRICT** shall pay to the **CONTRACTOR** a total sum not to exceed _____ Dollars (\$_____), for the **SCOPE OF WORK**. The payment of this sum shall be made (i) in accordance with a written invoice submitted by the **CONTRACTOR** detailing the work completed. Notwithstanding anything to the contrary herein, **CONTRACTORCONTRACTOR** shall submit an invoice to **DISTRICT** upon project completion. In no event shall **CONTRACTORCONTRACTOR’S** total compensation for the **SCOPE OF WORK** exceed \$_____.

3. **Contractor’s Period of Service.** The **CONTRACTOR’S** services shall be performed expeditiously and consistent with the **CONTRACTOR’S** professional skill and judgment, and in conformance with the time for performance set forth in

the **SCOPE OF WORK**. For the sake of clarity and to avoid confusion, it is anticipated the **CONTRACTOR'S** services shall begin on the date of this **AGREEMENT** and shall be completed by _____. Notwithstanding the foregoing, the **DISTRICT** shall have the right to delay the start of or suspend the **CONTRACTOR'S** performance under this **AGREEMENT** on a temporary basis and for any period of time upon providing notice to the **CONTRACTOR** of such delay or suspension and the reason therefor.

4. **Deliverables.** The **DELIVERABLES** (as hereinafter defined) to be produced by **CONTRACTOR** are set forth and described in Section 5 of this **AGREEMENT** and the **SCOPE OF WORK**.
5. **Ownership of Deliverables.** All plans, drawings, schedules, reports, summaries and other documents, including those prepared in electronic form, prepared in accordance with the **SCOPE OF WORK** and related to the **PROJECT** (the "**DELIVERABLES**") shall be and become the property of **DISTRICT**, and may thereafter be utilized by **CONTRACTOR** only upon written permission of **DISTRICT**. Such written permission shall not be unreasonably withheld. Any reuse, changes, or modifications of the **DELIVERABLES** beyond that intended for this **PROJECT** without the express written consent of **CONTRACTOR** will be at **DISTRICT'S** risk and without liability of **CONTRACTOR**. None of the **DELIVERABLES**, handouts, or other documents or materials produced in whole or in part under this **AGREEMENT** shall be the subject of an application for copyright on behalf of **CONTRACTOR** or any

representatives, Contractors, subcontractors, employees, or agents of
CONTRACTOR.

6. **District's Representative.** **DISTRICT** hereby designates Ben Grossman as **DISTRICT'S** representative to act on **DISTRICT'S** behalf with respect to the **PROJECT** ("**DISTRICT'S REPRESENTATIVE**"). **DISTRICT** or **DISTRICT'S REPRESENTATIVE** shall render decisions promptly to avoid unreasonable delay in the progress of **CONTRACTOR'S** performance of the **SCOPE OF WORK.**

7. **Contractor's Representative.** **CONTRACTOR** hereby designates _____ as **CONTRACTOR'S** representative to act on **CONTRACTOR'S** behalf with respect to the **PROJECT** ("**CONTRACTOR'S REPRESENTATIVE**"). **CONTRACTOR'S REPRESENTATIVE** shall not be changed without **DISTRICT'S** written consent, except in the event that **CONTRACTOR'S REPRESENTATIVE** is no longer employed by **CONTRACTOR.**

8. **Standard of Care/Relationship of Parties.** No agency or employment agreement is created by this **AGREEMENT.** **CONTRACTOR** shall be deemed an independent contractor for purposes of this **AGREEMENT.** Except as specifically authorized in writing, **CONTRACTOR** is not authorized to bind **DISTRICT** to any contractual obligations. In addition to its obligations to perform the duties specified in this **AGREEMENT,** **CONTRACTOR** shall perform its services hereunder with such professional skill and care ordinarily provided by such Contractors practicing the same profession or trade in the St. Louis Metropolitan Area.

9. **Confidentiality.** During the course of performing under this **AGREEMENT**, **CONTRACTOR** may become privy to information identified by **DISTRICT** as confidential, or which is otherwise considered by its nature to be confidential. **CONTRACTOR** represents and warrants that it will take all steps necessary to protect such confidential information consistent with its duties hereunder.
10. **Publicity.** Unless directed otherwise by the **DISTRICT**, **CONTRACTOR** shall include in all publicity generated by it concerning the **PROJECT**, and which is the subject of this **AGREEMENT**, that the **PROJECT** is "funded, in part, by the Great Rivers Greenway District."
11. **Compliance with ADA and Other Applicable Law.** **CONTRACTOR** shall perform all tasks in compliance with all applicable laws, rules, regulations, ordinances, and standards, including, but not limited to, the Americans with Disabilities Act, as Amended, 42 U.S.C. § 12101 et seq., 47 U.S.C. §§225.611 and including all standards set forth in the regulations promulgated by the United States Department of Justice (2010 ADA Standards and the 2009 Draft Final Accessibility Guidelines for Outdoor Developed Areas) and Missouri's accessibility standards set out in the Missouri Revised Statutes at §8.610 et seq., as well as any modifications, amendments or update to any of these standards in effect during the term of this **AGREEMENT**. Any deviation from the requirements of this Section 11 must be approved in writing by **DISTRICT**.
12. **Indemnity/Hold Harmless.** **CONTRACTOR** agrees to indemnify and hold harmless **DISTRICT**, its elected and appointed officials, officers, representatives, agents and all employees from and against any and all claims, demands, actions,

damages, liability and expense, including reasonable attorneys' and other professional fees, and the expenses of such parties ("Claims"), in connection with loss of life and bodily injury and/or damage of property arising from the **SCOPE OF WORK** or **CONTRACTOR'S** work and operation under this **AGREEMENT**, but only to the extent caused by the negligent acts or omissions, in whole or part, of **CONTRACTOR**, its officers, agents, employees, representatives, members, Contractors, and/or Subcontractors. In addition to the foregoing, **CONTRACTOR** shall require that any representative, agent, Contractor, or Subcontractor with which it enters into any agreements or contracts to perform any work related to this **AGREEMENT** agree to hold harmless **CONTRACTOR** and **DISTRICT** for any loss or damage caused in whole or in part by the negligent acts or omissions of said representative, agent, Contractor, or subContractor.

CONTRACTOR shall defend **DISTRICT**, its elected and appointed officials, officers, representatives, agents and all employees, from and against any and all Claims (excluding only Claims arising out of **CONTRACTOR'S** professional negligence, errors and omissions), arising in whole or in part out of, in connection with, resulting from, or incidental to **CONTRACTOR'S** operation under this **AGREEMENT**.

13. **Insurance**. **CONTRACTOR** shall maintain comprehensive general liability insurance, automobile liability insurance, and property liability insurance with liability limits of not less than \$2,000,000.00 for injury to or death of one or more persons in any one occurrence and \$2,000,000.00 for damage or destruction to property in any one occurrence prior to executing this **AGREEMENT**. **DISTRICT**

shall be named as an additional insured on **CONTRACTOR'S** comprehensive general liability insurance, automobile liability insurance, and property liability insurance policies. Such insurance shall not be cancelled without prior notification to the **DISTRICT**. **CONTRACTOR** shall also maintain Professional Liability Errors and Omissions insurance coverage for five (5) years beyond the termination date of this **AGREEMENT** for the Professional Services performed pursuant to this **AGREEMENT** in a policy limit not less than \$2,000,000.00 for each claim and aggregate and shall provide **DISTRICT** with a copy of the insurance endorsements and a certificate of insurance as well as a copy of the policy, when requested. **CONTRACTOR'S** duty and obligation to maintain Professional Liability insurance and provide the insurance policy to **DISTRICT** shall survive termination of this **AGREEMENT**.

If required by applicable law, **CONTRACTOR** shall also maintain Worker's Compensation Insurance protecting **CONTRACTOR** against all claims under applicable state Workers' Compensation laws in the following limit: Statutory Limit. **CONTRACTOR'S** Worker's Compensation insurance policy shall also protect **CONTRACTOR** against claims for injury, disease or death of employees for which, for any reason, may not fall within the provisions of a Workers' Compensation law under an Employers Liability policy with the following limits:

Bodily Injury by Accident	\$ Statutory Limit each accident
Bodily Injury by Disease	\$ Statutory Limit policy limit
Bodily Injury by Disease	\$ Statutory Limit each employee

An umbrella or excess liability policy may be used to attain the shown Workers'

Compensation and Employers' Liability limits.

CONTRACTOR shall ensure that any of its agents, representatives, Contractors, or subcontractors procured or used in connection with the **PROJECT** and this **AGREEMENT** also maintains insurance policies consistent with the requirements set forth in this **Section 13**.

14. **Termination.** This **AGREEMENT** may be terminated as follows:

- a. For failure to perform or for other breach of the terms of this **AGREEMENT**, **DISTRICT** may terminate by giving written notice to **CONTRACTOR**, seven (7) days prior the date of termination or,
- b. Without cause, either party may terminate by giving written notice to the other thirty (30) days prior to the date of termination.

DISTRICT will pay **CONTRACTOR** for all services and reasonable costs incurred prior to the date of termination; subject, however, to **CONTRACTOR** delivering an invoice and supporting documentation in accordance with the terms set forth in Section 2 of this **AGREEMENT**. In the event this Agreement is terminated due to a breach by **CONTRACTOR**, **DISTRICT** shall have all remedies available to it at law or in equity.

15. **Notice.** All notices required or permitted under this **AGREEMENT** shall be deemed served when received by personal delivery, by nationally recognized overnight carrier or certified mail, return receipt requested, postage prepaid at the following addresses:

DISTRICT

CONTRACTOR

Great Rivers Greenway District
3745 Foundry Way, Suite 253
St. Louis, MO 63110
Attn: Chief Executive Officer

16. **Waiver.** The failure of one party to require performance of any provision of this **AGREEMENT** shall not affect that party’s right to require performance at any time thereafter, nor shall a waiver of any breach or default of this **AGREEMENT** constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

17. **Controlling Law/Venue.** This **AGREEMENT** shall be interpreted in accordance with the laws of the State of Missouri. Any legal proceedings brought hereunder shall be brought in the Circuit Court of St. Louis City, Missouri or in the event of Federal jurisdiction, in the United States District Court, Eastern District of Missouri.

18. **Attorney Fees and Costs.** In the event that **DISTRICT** shall institute litigation or be named as a party to any litigation to enforce or interpret the provisions of this **AGREEMENT**, and **DISTRICT** shall be successful in whole or part in the prosecution or defense of such litigation, **CONTRACTOR** shall pay all costs, expenses and reasonable fees incurred or paid by the **DISTRICT** in connection with such litigation.

19. **E-Verify Affidavit.** Concurrently with execution of this **AGREEMENT**, **CONTRACTOR** shall execute and deliver to **DISTRICT** the affidavit attached hereto as Exhibit B confirming **CONTRACTOR’S** enrollment in a federal work authorization program with respect to its employees, in compliance with Section

285.530 R.S.Mo. **CONTRACTOR** shall not be required to execute such affidavit if either (i) the compensation to be paid to **CONTRACTOR** under this **AGREEMENT** is \$5,000 or less, or (ii) **CONTRACTOR** does not have any employees. In the event **CONTRACTOR** is not required to execute the affidavit attached hereto as Exhibit B because **CONTRACTOR** has no employees, **CONTRACTOR** shall instead execute and deliver to **DISTRICT** concurrently with execution of this **AGREEMENT** an affidavit attesting that **CONTRACTOR** has no employees.

15. **Anti-Discrimination Against Israel Act.** Concurrently with execution of this **AGREEMENT**, **CONTRACTOR** shall execute and deliver to **DISTRICT** the affidavit attached hereto as Exhibit C confirming that **CONTRACTOR** is not currently engaged in and shall not, during the duration of this **AGREEMENT**, engage in a boycott of goods or services from the State of Israel, in compliance with Section 34.600 R.S.Mo. **CONTRACTOR** shall not be required to execute such affidavit if either (i) the compensation to be paid to **CONTRACTOR** under this **AGREEMENT** is less than \$100,000, or (ii) **CONTRACTOR** has less than ten (10) employees. In the event **CONTRACTOR** is not required to execute the affidavit attached hereto as Exhibit C because **CONTRACTOR** has less than ten (10) employees, **CONTRACTOR** shall instead execute and deliver to **DISTRICT** concurrently with execution of this **AGREEMENT** an affidavit attesting that **CONTRACTOR** has less than ten (10) employees.

16. **Warranties and Representations of Contractor.** **CONTRACTOR** hereby represents, warrants, and covenants to **DISTRICT** that: (1) it has the lawful

power and authority to enter into this **AGREEMENT**; (2) acting through its duly authorized officers or representative it has duly authorized the execution of this **AGREEMENT**; and (3) neither the execution nor the fulfillment of or compliance with the terms hereof, conflicts with or results in a breach of the terms, conditions or provisions of any restriction, agreement, or instrument to which **CONTRACTOR** is now a party or by which it is bound.

17. **Conflict.** In the event of any conflict or inconsistency between the provisions of the body of this **AGREEMENT** and the exhibits attached hereto, the provisions of the body of this **AGREEMENT** shall control and govern.
18. **Integration.** This **AGREEMENT** represents the entire integrated agreement between the **DISTRICT** and the **CONTRACTOR**, and supersedes all prior negotiations, representations or agreements, either written or oral.
19. **Amendment.** This **AGREEMENT** may be amended only by written instrument signed by both the **DISTRICT** and the **CONTRACTOR**.

[Signature Page to Follow]

WHEREFORE, the parties have set their hands the day and date first above written.

DISTRICT	CONTRACTOR
<p>Metropolitan Park and Recreation District d/b/a The Great Rivers Greenway District</p> <p>By: _____ Susan Trautman, CEO</p>	<p>_____</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>

<p>Approved as to form:</p> <p>_____</p> <p>Husch Blackwell LLP</p>

EXHIBIT A

[SCOPE OF WORK]

EXHIBIT B

**Affidavit of Compliance with Section 285.500 R.S.Mo., Et Seq.
For all Agreements in excess of \$5,000.00.
Effective January 1, 2009**

STATE OF _____)

) ss.

COUNTY OF _____)

Before me, the undersigned Notary Public, in and for the County/City of _____, State of _____, personally appeared (*Name*) _____, who is _____ (*Title*) of _____ (*Name of company*), (a corporation), (a partnership), (a sole proprietorship), (a limited liability company), and is authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S.Mo., et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit.

Signature _____

Name: _____

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My commission expires: _____

EXHIBIT C

**Affidavit of Compliance with Anti-Discrimination Against Israel Act (Section 34.600)
For all Agreements in excess of \$100,000.
Effective August 28, 2020**

STATE OF _____)

) ss.

COUNTY OF _____)

Before me, the undersigned Notary Public, in and for the County/City of _____,
State of _____, personally appeared (*Name*) _____,
, who is _____ (*Title*) of _____
(*Name of company*), (a corporation), (a partnership), (a sole proprietorship), (a limited liability
company) (the "Contractor"), and is authorized to make this affidavit, and being duly sworn
upon oath deposes and says as follows:

Pursuant to Section 34.600 of the Missouri Revised Statutes, Contractor certifies it is not currently engaged in and shall not, for the duration of this agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

The terms used in this affidavit shall have the meaning set forth in Section 34.600 R.S.Mo., et seq.

Signature _____

Name: _____

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My commission expires: _____