



REQUEST FOR QUALIFICATIONS (RFQ) FOR BRONZE FABRICATION AND INSTALLATION SERVICES

GENERAL INFORMATION

This Request for Qualifications (“RFQ”) is for the selection of a company to fabricate, deliver and install a bronze figurative sculpture designed by artist Damon Davis for the Brickline Greenway, a project of Great Rivers Greenway (“GRG”) in St. Louis, Missouri. GRG is managing this solicitation in partnership with its General Contractor, R.V. Wagner, Inc. (“RV Wagner”). The selected bronze fabricator will enter into an agreement with RV Wagner. The anticipated installation date for the completed sculptures is Summer 2025.

SUBMITTAL DUE

Tuesday, December 3, 2024 4:00 pm Central Standard Time (CST) via email to Kuleya Bruce, Project Manager (kbruce@grgstl.org).

QUESTIONS & PRE-BID INFORMATION SESSION

Questions related to this request should be directed to Kuleya Bruce, Project Manager (kbruce@grgstl.org) no later than **Tuesday, November 19 at 4:00 pm CT**.

Answers will be emailed to all known recipients of the RFQ by **Friday, November 22, 2024**.

The session will be recorded and any questions that arise will be answered and distributed with responses to questions described above.

SCHEDULE

Please make note of the following milestone dates for the selection process:

Tuesday, November 12, 2024	RFQ issued by GRG
Tuesday, November 19, 2024	Deadline for Inquiries by 4:00 P.M.
Friday, November 22, 2024	Inquiry Responses issued by GRG by 4:00 P.M.
Tuesday, December 3, 2024	RFQ Submittals Due by 4:00 P.M.
Week of December 16, 2024	Finalists invited to interview
TBD	Final selected fabricator submits a Cost Proposal & Timeline
TBD	Selected Consultant Notified
TBD	Contract with RV Wagner

BACKGROUND

About Great Rivers Greenway

GRG is a regional public agency serving the City of St. Louis, St. Louis County and St. Charles County. GRG connects the St. Louis region with greenways, making it a vibrant place to live, work and play.



About the Brickline Greenway and the Brickline Art Plan

The Brickline Greenway is a GRG project with a bold vision to connect people and our city's most treasured places, creating inspiring experiences and equitable opportunities for growth. The project includes a network of +/- 12 miles of greenways, linking up to fourteen (14) neighborhoods in the City of St. Louis, connecting Forest Park to the Gateway Arch National Park, Fairground Park to Tower Grove Park and hundreds of destinations in between.

In 2024, GRG adopted an art plan referred to as the [Brickline Art: A Working Plan for Art on the Brickline Greenway](#). The plan establishes Brickline Art as the greenway's art program and describes how art can help achieve the Brickline Greenway's ambitions to impact individual well-being and the vitality of the community.

Pillars of the Valley

Pillars of the Valley, by artist Damon Davis, is a multi-site permanent public art installation that commemorates the once-thriving Mill Creek Valley neighborhood. Davis' goal for Pillars of the Valley is to "have people remember the many stories of Mill Creek and its people, stories that were intentionally covered and forgotten, and now with the gesture of this monument, I hope to ensure are never forgotten again."

When complete, the Pillars of the Valley will span three sites along the Mill Creek Valley corridor. The first site is complete, with the second and third being implemented as part of the construction of that span of the greenway.

The initial, and largest site is located at 22nd Street on the southwest corner of CITYPARK. (Figure 1). In a main plaza, a set of eight (8) black granite pillars, each featuring a white limestone wedge set in the top half, represent hourglasses frozen in time. Each pillar is etched with quotes from former residents, narrating their experiences in Mill Creek Valley and highlighting the significance this place holds to them. Adjacent to the pillars is a granite plinth that showcases a statement by the artist, a map of the former neighborhood, and the names of the residents who once lived on this block. The design of the landscape adjacent to the stadium incorporates historic lot lines derived by overlaying a Sanborn Fire Insurance map on an aerial of the context plan are accentuated in the design through the repetition of seat walls and rows of shrubs. Historic lot numbers have been engraved into concrete bands and granite paving to strengthen the connection to the historic Mill Creek Valley neighborhood and symbolize the homes and lives of past residents who once called this area home.

The second installation of Pillars of the Valley will be sited along the Brickline Greenway just west of Jefferson, at the former site of the People's Finance Building, which was the center of African American political, social, and commercial life in St. Louis for more than three (3) decades. (Figure 2) The composition brings a solitary granite and limestone pillar of the same design as the CITYPARK site, with a bronze boy and girl sitting on the top, representing both the children of Mill Creek Valley and the present-day children who will inherit its legacy. **This RFQ addresses only the bronze figures on top of this pillar.** (Figure 3). In addition to the scope of work related to the bronze figures, the selected fabricator will need to engineer and coordinate the appropriate connection(s) to the top of the Pillar with the project general contractor, RV Wagner.

The third installation will be sited where the Brickline Greenway passes in front of the Don and Heide Wolff Jazz Institute and Art Gallery (formerly the Vashon Community Center) on the campus of Harris-Stowe State University. Here a circle of five (5) granite and limestone pillars will sit at a node along the greenway, accompanied by a granite plinth that shares the history of Mill Creek. (Figure 4)



Figure 1: Completed Pillars of the Valley at CITYPARK.



Figure 2: Rendering of the pillar at the People's Finance Building site showing bronze figure of a boy and girl seated on top.



Figure 3: Rendering of figures on top of pillar at People's Finance Building site.



Figure 4: Rendering of pillars at Harris-Stowe State University.

SCOPE OF WORK AND QUALIFICATIONS

The contractor shall furnish all labor, supplies, materials, equipment for the fabrication, transportation and installation of two (2) bronze figures for the People’s Finance Building site. Also included will be Operations and Maintenance details for the figures.

The two (2) bronze figures are scaled to be approximately life size. The larger figure (female) shall be scaled to a 15 year old and the smaller figure (male) shall be scaled to a 12 year old. The modeled sculpture and final casting shall have a high degree of surface detail, showcasing the mark making of the artist. The final bronze sculptures will have a patination to be determined and coordinated with the artist.

Preparation Phase

- Meet with the artist, Damon Davis, and GRG representatives to review images, drawings, and physical/digital models of the proposed artwork and the site.
- Meet with RV Wagner and GRG representatives to codify:
 - Mounting plan (method of connecting bronze figures to the granite pillars)
 - Crating / transportation / art handling (by the contractor or a subcontractor)
 - Final installation (by the contractor, subcontractor or GC / combination thereof)
- Provide GRG with a proposed maintenance schedule / outline of best practices to preserve and maintain the artwork.
 - Contractor may submit their own bid to maintain the work.

Fabrication Phase

- Before the artist arrives
 - Create a sturdy armature for the sculpture in the contractor's preferred material (metal, wood, 3D printed etc.) and skin the armature in sulfur-free oil clay.
 - Render the full-scale three-dimensional sculpture to within 85% of completion
 - Scale and massing are correct
 - All general features are accurately modeled
 - Contractor's construction lines / layout marks shall remain.
- Support the artist
 - Schedule and facilitate adequate time and shop access so that the artist may render the final 15% of the sculpture with their own hands.
 - During this time the contractor shall remain on-site to provide technical support to the artist.
 - Artist is responsible for travel, food, accommodations, incidentals.
 - Contractor shall supply oil clay and access to their modeling tools.
 - Once the modeled sculpture is 100% complete
 - Sign-off by the artist & GRG
- Technical Requirements
 - Fabricator will coordinate with the artist, landscape architect of record, and General Contractor to design and build the connection of the bronze sculpture to the limestone top of the Pillar. The design documents, calculations, and fabrication documents shall be reviewed, approved, stamped, and signed by a structural engineer licensed in the State of Missouri. The calculations should include but not be limited to structural, wind, seismic, and other code required information. The fabricator work will be part of the Public Improvement permit, as issued by City of STL Board of Public Service.
 - Fabricator will be provided with stamped construction documents, technical specifications, submittals and shop drawings for the pillars reviewed and approved by the landscape architect of record and General Contractor. The fabricator of the bronze statue will be able to consult with the landscape architect of record, artist, and General Contractor if additional information or coordination is required. Fabricator should include in their proposal the anticipated number of meetings potentially needed for coordination.
- Molding
 - Contractor / subcontractor shall create a multi-part rubber mold of the clay sculpture in preparation for wax casting. The rubber mold shall have a rigid multi-part outer jacket or "mother" mold.
- Waxwork
 - Contractor / subcontractor shall cast the mold sections in microcrystalline foundry wax
 - Contractor shall obtain wax weights and provide GRG and the general contractor with an estimated final bronze casting weight.
 - Contractor / subcontractor shall chase, sprue and prepare sections per their specific foundry process requirements.

- Investment/Ceramic Shell
 - Contractor / subcontractor shall create investments/ceramic shells from the prepared waxes. Investments/shells shall be burned-out and prepared for casting.
- Bronze casting
 - Contractor shall invite the artist, GRG photographer/videographer to witness and document the bronze pour.
 - Contractor / subcontractor shall cast the prepared investments/shells in bronze.
 - Contractor shall furnish GRG with the SDS sheet for the specific alloy they use as well as the contact information for their supplier.
- Cleaning, welding and chasing
 - Contractor / subcontractor shall clean, weld and chase castings.
 - Weld seams shall be well concealed by grinding, sanding and/or texture application
 - The artist / GRG representative will review and sign off on the assembled sculpture before it moves onto patination.
- Patina
 - The artist is especially interested in the patina process and wishes to be present for the application process.
 - SDS sheets for each patina chemical shall be provided to the GRG.
 - The final surface shall receive the appropriate protective coating (i.e., wax, incralac) before crating and shipping.
 - SDS sheets of products used shall be provided to the GRG.
- Miscellaneous
 - Allow for photographic/videographer access at key points in process

Installation Phase

- Crating
 - Contractor / subcontractor shall crate the bronze sculptures for shipment.
 - Crates shall include any and all fasteners (adhesives, shims, stainless rods, points of connection) for final installation.
- Transportation / Art handling
 - Contractor / subcontractor shall transport the work to the former People’s Finance Building site at the northwest corner of Jefferson/Market St in St. Louis, Missouri.
- Installation
 - Contractor / subcontractor / GC (or an agreed upon combination thereof) shall execute the final installation of the bronze figures atop the granite pillar.
 - Crates shall be opened and broken down.
 - Sculptures shall be prepared for lifting by a skilled rigger.
 - Due to the nature of the artwork - no straps, rigging, chokers or leads shall be placed around the necks of the bronze figures at any point during the installation process.
 - Contractor / subcontractor will be responsible for all permits, street closure permits, etc. necessary for the installation of the work
- Maintenance Phase (optional)



- Contractor may submit their own bid to maintain the work upon completion should this be a service provided by the fabricator.

INSTRUCTIONS FOR PREPARING QUALIFICATIONS

Please submit one (1) proposal as a PDF file through the upload link provided. Submittals should contain:

- A company overview, including:
 - Name of company
 - Years in operation
 - Location
 - Contact information, including name, phone and email
- An overview of the applicant's capabilities, including what services you provide in-house and what services you would propose to subcontract. If subcontracting, please include an overview of the subconsultant's capabilities as well.
- Three (3) case studies of similar projects. Case studies should be for life-size or greater work cast in bronze. For each case study, please include:
 - Artist
 - Year
 - Location
 - Description
 - Scope provided by applicant and any relevant subs or partners
 - The total project budget
 - 1-3 images of the completed work
- The name and contact information for three references.
- Sign off on insurance details and other contractual details

It is the sole responsibility of the vendor to see that the proposal is received in proper time through the website upload link provided. **No fax or verbal qualifications will be accepted.**

SELECTION PROCESS AND CRITERIA

A review committee will evaluate all responses to this RFQ. From this review, GRG will invite finalists to interview. Then, GRG and RV Wagner may select a contractor to develop a cost proposal solely based on submittals or may additionally identify a short list of candidates to develop a cost proposal. The committee may contact any or all respondents to clarify submitted information.

The committee will evaluate responses based on the following criteria

- Demonstrated experience and capabilities in providing a full-service approach to the design, fabrication and installation bronze figurative sculpture.
- Willingness to work with the artist in a collaborative/supportive role. It is vital that the contractor support the artist in the final figurative modeling and surface embellishment process.
- Demonstrated ability to create a work at the scale and quality desired for the Pillars project.



In addition to a cost proposal, the short-listed applicants *may* be asked for financial statements.

GENERAL PROVISIONS

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

The selection committee reserves the right, at their sole discretion, to (1) reject any or all submittals when, in their 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, or (4) request additional information which may be deemed necessary.

TERMS OF CONTRACT

Any contract entered into pursuant to this RFQ shall specifically include the required clauses found in Exhibit A. RV Wagner also intends to utilize the contract form attached hereto and incorporated as Exhibit B. Any contract(s) awarded under this RFQ will require consultant(s) to meet the terms contained in Exhibits A & B. Vendors should address any material variances from the terms contained in Exhibits A or B in their letter of interest to the District and RV Wagner.

This RFQ does not obligate GRG or RV Wagner to pay any costs incurred by any respondent in the submission of their qualifications or in making necessary studies or design for the preparation thereof, or for procuring or contracting for the services to be furnished under this RFQ. GRG will give preference to firms located in their district (St. Louis City, St. Louis County and/or St. Charles County) and secondly, in the State of Missouri, when other considerations are equal. GRG and RV Wagner's decision shall be final.

PAYMENTS

Reference RV Wagner contract template Section 5 for explanation of their payment methods.

MINORITY AND WOMEN BUSINESS ENTERPRISE POLICIES

It is the policy of GRG that minority and women-owned businesses shall have the maximum opportunity to participate in the performance of contracts utilizing taxpayer funds.

MBE/WBE firms included in the respondent's submittal, either as prime consultants or subcontracts, must be certified by one or more of the following agencies on or before the date of the submission of bids:

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

IMPORTANT CONSIDERATIONS

GRG and RV Wagner reserve the right, at their sole discretion, to:



- Extract, combine, and delete elements of individual submittals of qualifications.
- Negotiate jointly or separately with individual firms, organizations and nonprofits with respect to any or all elements of this request.
- All contractual agreements shall be subject to, governed by and construed according to the laws of the State of Missouri.

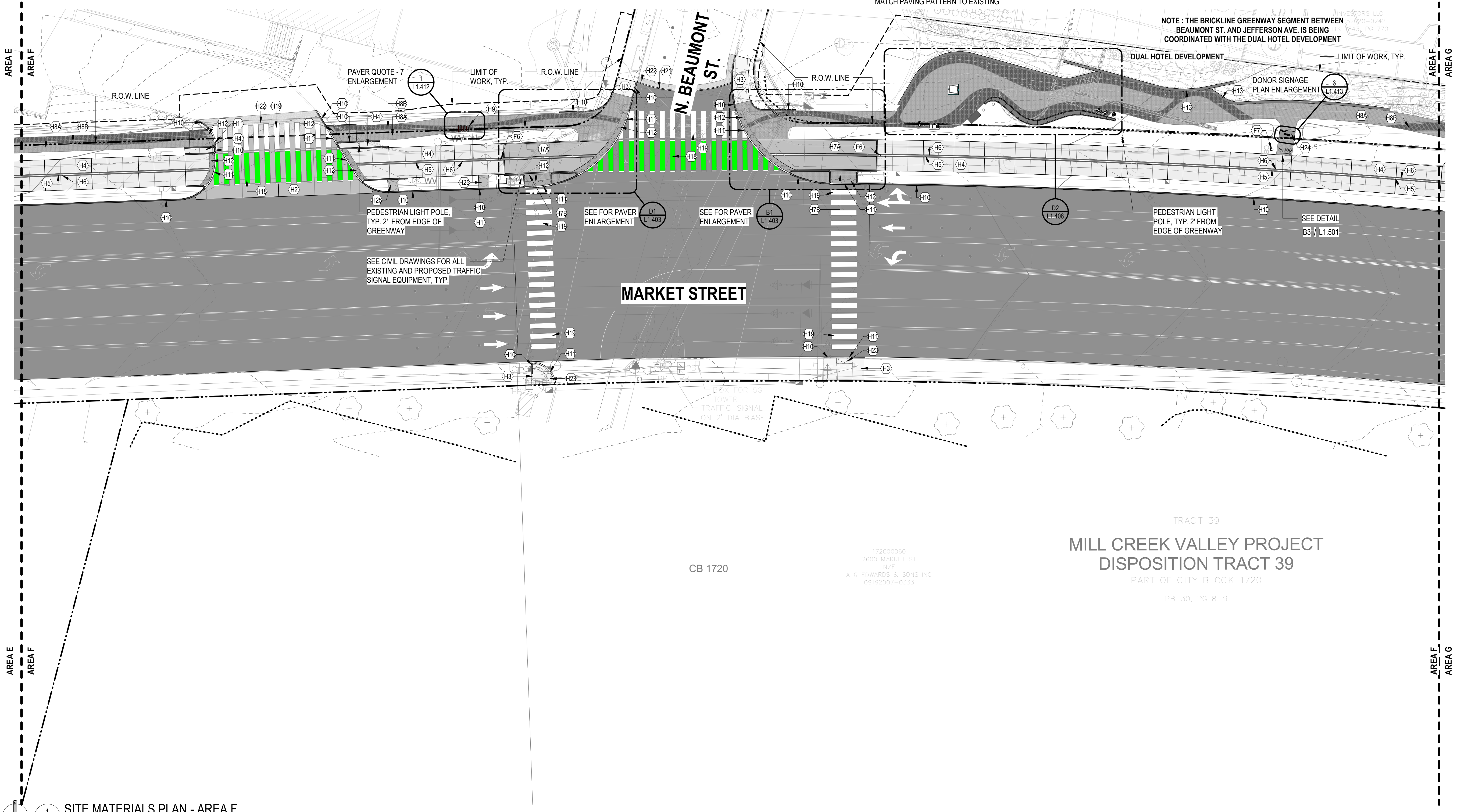
ATTACHMENTS

- 20250431 Brickline Market Street – Issue For Bid_Landscape_Pillar_Sculpture.pdf
- RV Wagner sub contract sample.pdf

SITE PLAN KEY

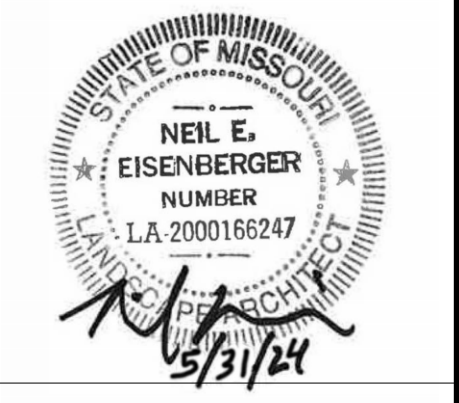
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GENERAL		H10 GRANITE / CONCRETE CURB - STANDARD RAISED - REF. CIVIL PLANS FOR CURB TYPE	REF. CIVIL	H23 CURB RAMP WITH ACCESSIBLE WARNING PAVER - CITY STANDARD	REF. CIVIL
G1 MONUMENTAL ART PILLARS	L1.507 - L1.510	H11 CONCRETE CURB - FLUSH	REF. CIVIL	H24 GRANITE PAVING WITH DONOR TEXT	L1.413; B3 / L1.504
G2 COMMEMORATIVE HOME PLATE PAVERS	D3 / L1.503; C1 / L1.504	H12 CURB RAMP WITH ACCESSIBLE WARNING PAVER - GREENWAY	A1 / L1.502	H25 CONCRETE PAVEMENT - HYDRANT BASE	REF. CIVIL
G4 TACTILE SIGNAGE MODEL	L1.512	H13 WALL TYPE 1 - ARCHITECTURAL CAST-IN-PLACE CONCRETE RETAINING / SEAT WALL	L1.514	H26 FENCE TYPE 1 - CHAIN LINK WITH GATE - BLACK FURNISHING	D1 / L1.511
HARDSCAPE		H14 WALL TYPE 2 - SCULPTURAL GRANITE SEAT WALL; ALTERNATE #2A - PRECAST CONCRETE SEAT WALL-WAUSAU; ALTERNATE #2B - PRECAST CONCRETE SEAT WALL-ARCHITECTURAL CAST STONE	L1.515 - L1.521	F1 BIKE RACK	C3 / L1.504
H1 ASPHALT PAVEMENT - VEHICULAR	REF. CIVIL	H15 WALL TYPE 3 - GRANITE PLINTH	L1.505 - L1.506	F2 BIKE REPAIR STATION	-
H2 CONCRETE PAVEMENT - VEHICULAR	REF. CIVIL	H17 STRIPING - PAINTED	REF. CIVIL	F3 LITTER / RECYCLE RECEPTACLE	-
H3 CONCRETE PAVEMENT - PEDESTRIAN	REF. CIVIL	H18 BICYCLE CROSSING - PAINTED, GREEN	REF. CIVIL	F4 PET WASTE STATION	-
H4 CONCRETE PAVEMENT - GREENWAY TRAIL	A1 / L1.501	H19 PEDESTRIAN CROSSING - PAINTED	REF. CIVIL	F5 OUTDOOR DRINKING FOUNTAIN WITH PET STATION	-
H5 PAVING TYPE 1 - CENTERLINE MIDDLE PAVERS - BRICK	A3 / L1.501	H20 HSSU SIGN WALL	L1.513	F6 EXTERIOR BOLLARD - SS, REMOVABLE	C2 / L1.504
H6 PAVING TYPE 2 - CENTERLINE OUTLINE PAVERS	A3 / L1.501	H21 GRANITE CURBS, SALVAGE AND REUSE PER PLAN; FLUSH WITH GRADE	REF. CIVIL	F7 EMERGENCY CALL BOX	-
H7A PAVING TYPES 3 & 4 - BRICKLINE INTERSECTION WITH DIRECTIONAL ACCENT PAVERS	A2 / L1.501	H22 EXISTING BRICK PAVERS - SALVAGE AND REUSE IN PLACE; MATCH PAVING PATTERN TO EXISTING	REF. CIVIL	F8 LANDSCAPE BENCH - TYPE 1	3/L1.409
H7B PAVING TYPE 5 - TRANSITION PAVER FIELD	A2 / L1.501			F9 LANDSCAPE BENCH - TYPE 2	-
H8A PAVING TYPE 6 - PEDESTRIAN PATH PAVER FIELD	A2 / L1.501; 1 / L1.410			F10 AUTOMATED PEDESTRIAN AND BICYCLE COUNTER (1) AND DISPLAY (1)	-
H8B PAVING TYPE 7 - PEDESTRIAN PATH CREEK PATTERN PAVER	A2 / L1.501; 1 / L1.410				
H9 GRANITE PAVING WITH COMMEMORATIVE TEXT / QUOTES	L1.411; L1.412; C1 / L1.502				

NOTE: REFERENCE L1.601 FOR FULL SITE MATERIALS SCHEDULE



BRICKLINE GREENWAY - MARKET STREET FROM
 COMPTON AVE. TO 22ND ST.
 GREAT RIVERS GREENWAY
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 ISSUE FOR BID

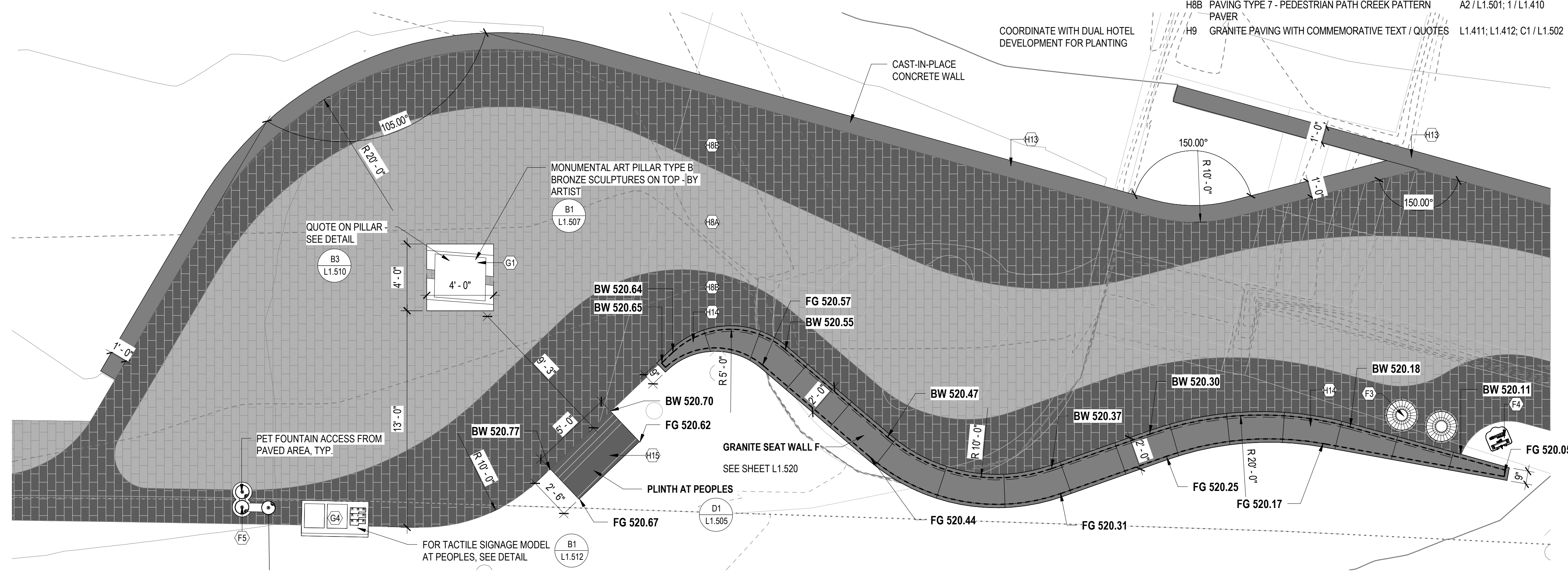
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ISSUE FOR BID	05/31/2024
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SHEET 242 OF 363	
MSD Project #	24MSD - 00117
MSD Base Map #	20E
Job #	20_000



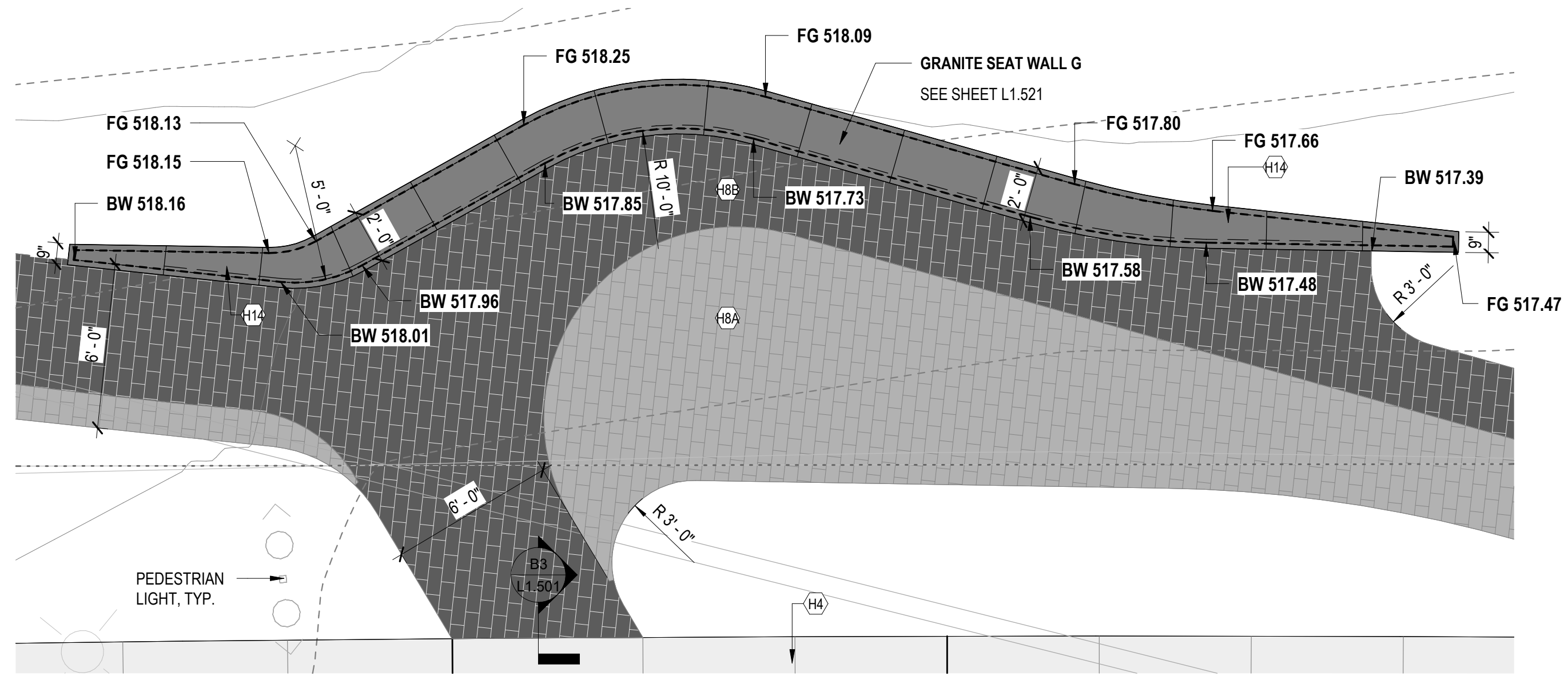
SITE PLAN KEY

SYM DESCRIPTION	DETAIL	SYM DESCRIPTION	DETAIL
GENERAL			
G1 MONUMENTAL ART PILLARS	L1.507 - L1.510	H10 GRANITE / CONCRETE CURB - STANDARD RAISED - REF. CIVIL PLANS FOR CURB TYPE	REF. CIVIL
G2 COMMEMORATIVE HOME PLATE PAVERS	D3 / L1.503; C1 / L1.504	H11 CONCRETE CURB - FLUSH	REF. CIVIL
G4 TACTILE SIGNAGE MODEL	L1.512	H12 CURB RAMP WITH ACCESSIBLE WARNING PAVER - GREENWAY	A1 / L1.502
HARDSCAPE			
H1 ASPHALT PAVEMENT - VEHICULAR	REF. CIVIL	H13 WALL TYPE 1 - ARCHITECTURAL CAST-IN-PLACE CONCRETE RETAINING / SEAT WALL	L1.514
H2 CONCRETE PAVEMENT - VEHICULAR	REF. CIVIL	H14 WALL TYPE 2 - SCULPTURAL GRANITE SEAT WALL; ALTERNATE #2A - PRECAST CONCRETE SEAT WALL; WAUSAU; ALTERNATE #2B - PRECAST CONCRETE SEAT WALL - ARCHITECTURAL CAST STONE	L1.515 - L1.521
H3 CONCRETE PAVEMENT - PEDESTRIAN	REF. CIVIL	H15 WALL TYPE 3 - GRANITE PLINTH	L1.505 - L1.506
H4 CONCRETE PAVEMENT - GREENWAY TRAIL	A1 / L1.501	H17 STRIPING - PAINTED	REF. CIVIL
H5 PAVING TYPE 1 - CENTERLINE MIDDLE PAVERS - BRICK	A3 / L1.501	H18 BICYCLE CROSSING - PAINTED, GREEN	REF. CIVIL
H6 PAVING TYPE 2 - CENTERLINE OUTLINE PAVERS	A3 / L1.501	H19 PEDESTRIAN CROSSING - PAINTED	REF. CIVIL
H7A PAVING TYPES 3 & 4 - BRICKLINE INTERSECTION WITH DIRECTIONAL ACCENT PAVERS	A2 / L1.501	H20 HSSU SIGN WALL	L1.513
H7B PAVING TYPE 5 - TRANSITION PAVER FIELD	A2 / L1.501	H21 GRANITE CURBS, SALVAGE AND REUSE PER PLAN; FLUSH WITH GRADE	REF. CIVIL
H8A PAVING TYPE 6 - PEDESTRIAN PATH PAVER FIELD	A2 / L1.501; 1 / L1.410	H22 EXISTING BRICK PAVERS - SALVAGE AND REUSE IN PLACE; MATCH PAVING PATTERN TO EXISTING	REF. CIVIL
H8B PAVING TYPE 7 - PEDESTRIAN PATH CREEK PATTERN PAVER	A2 / L1.501; 1 / L1.410	H23 CURB RAMP WITH ACCESSIBLE WARNING PAVER - CITY STANDARD	REF. CIVIL
H9 GRANITE PAVING WITH COMMEMORATIVE TEXT / QUOTES	L1.411; L1.412; C1 / L1.502	H24 GRANITE PAVING WITH DONOR TEXT	L1.413; B3 / L1.504
FURNISHING			
F1 BIKE RACK	C3 / L1.504	H25 CONCRETE PAVEMENT - HYDRANT BASE	REF. CIVIL
F2 BIKE REPAIR STATION	-	H26 FENCE TYPE 1 - CHAIN LINK WITH GATE - BLACK	D1 / L1.511
F3 LITTER / RECYCLE RECEPTACLE	-	FURNISHING	-
F4 PET WASTE STATION	-	F5 OUTDOOR DRINKING FOUNTAIN WITH PET STATION	-
F5 OUTDOOR DRINKING FOUNTAIN WITH PET STATION	-	F6 EXTERIOR BOLLARD - SS, REMOVABLE	C2 / L1.504
F6 EXTERIOR BOLLARD - SS, REMOVABLE	-	F7 EMERGENCY CALL BOX	-
F7 EMERGENCY CALL BOX	-	F8 LANDSCAPE BENCH - TYPE 1	3/L1.409
F8 LANDSCAPE BENCH - TYPE 1	-	F9 LANDSCAPE BENCH - TYPE 2	-
F9 LANDSCAPE BENCH - TYPE 2	-	F10 AUTOMATED PEDESTRIAN AND BICYCLE COUNTER (1) AND DISPLAY (1)	-
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NOTE: REFERENCE L1.601 FOR FULL SITE MATERIALS SCHEDULE
 ALL SPOT ELEVATIONS TO BE VERIFIED WITH CIVIL GRADING PLANS AND SURFACE MODEL.



D2 SITE PLAN ENLARGEMENT - 6
 L1.408 1/4" = 1'-0"
 0' 2' 4' 8'



D1 SITE PLAN ENLARGEMENT - 7
 L1.408 1/4" = 1'-0"
 0' 2' 4' 8'

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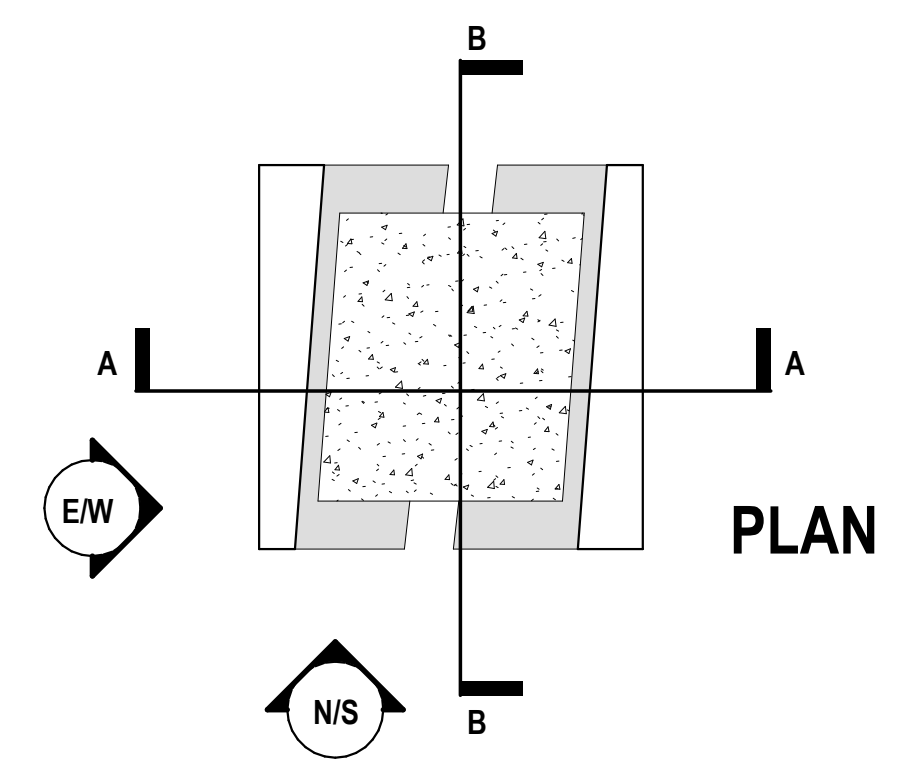
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ISSUE FOR BID	05/31/2024

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MSD Base Map #	20E
Job #	20_000

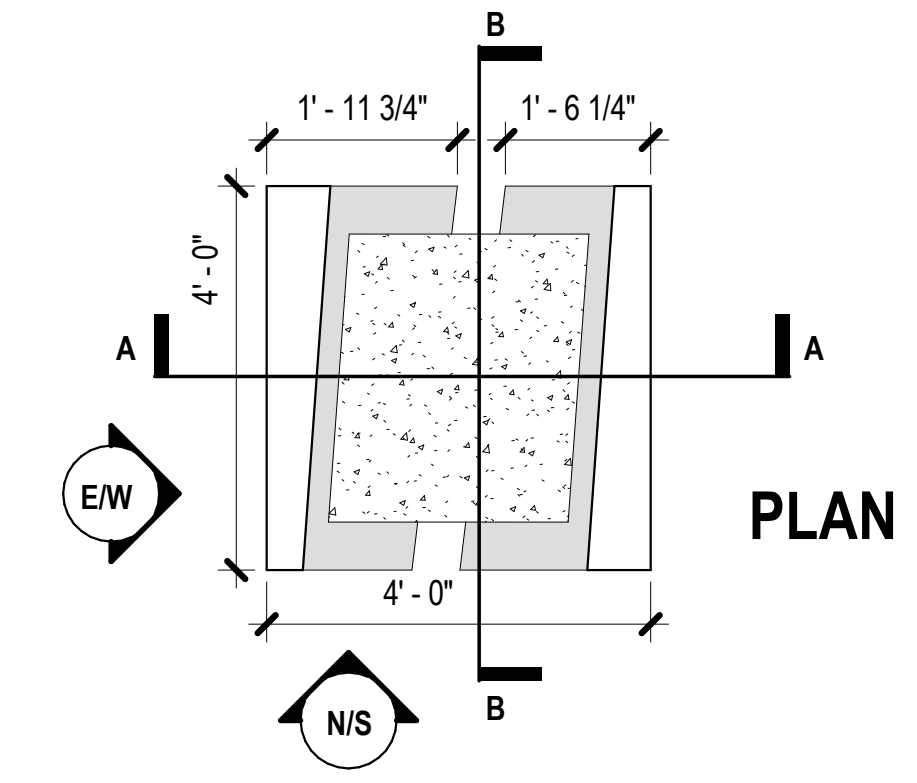
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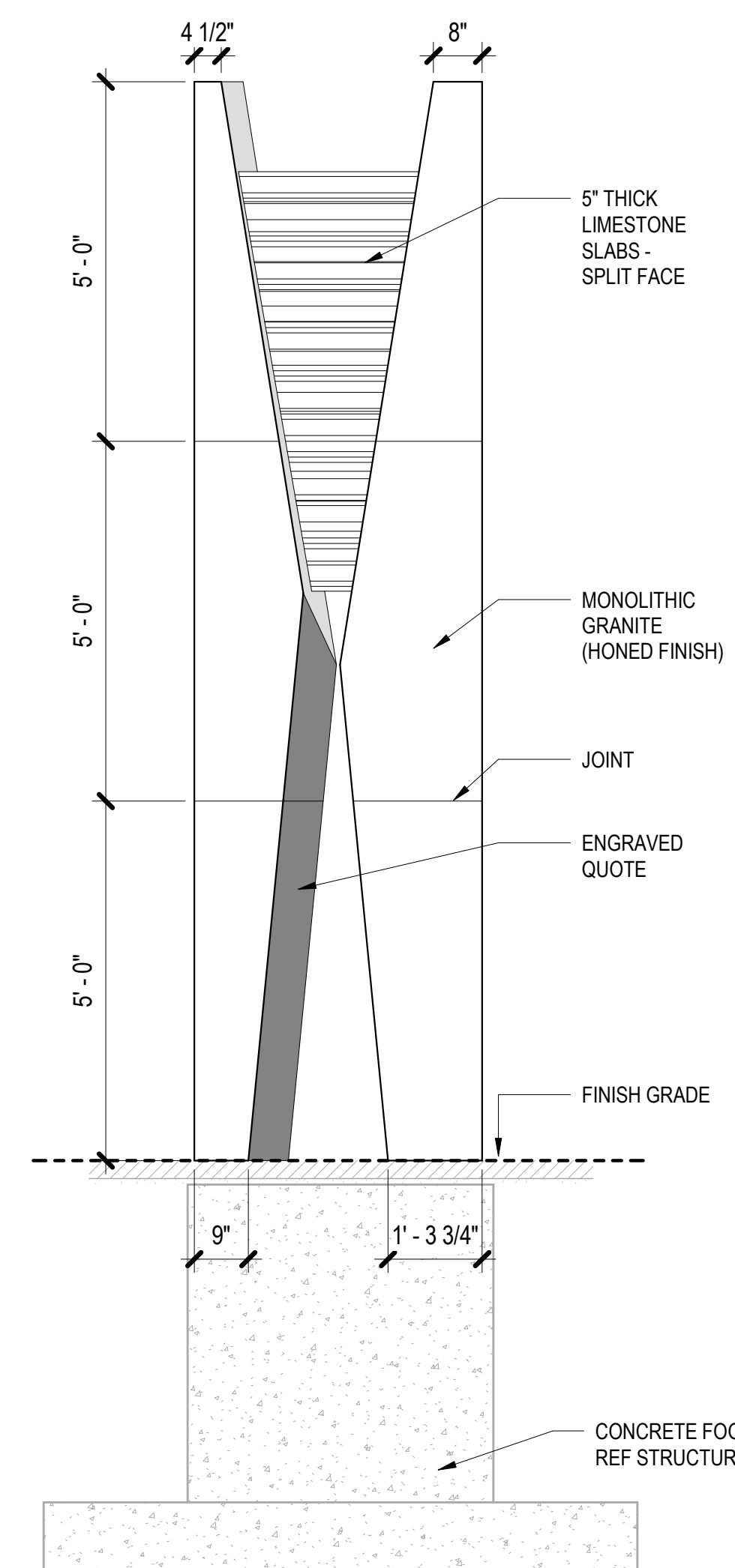
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MSD Base Map #	20E
Job #	20_000



**PILLAR
TYPE B**

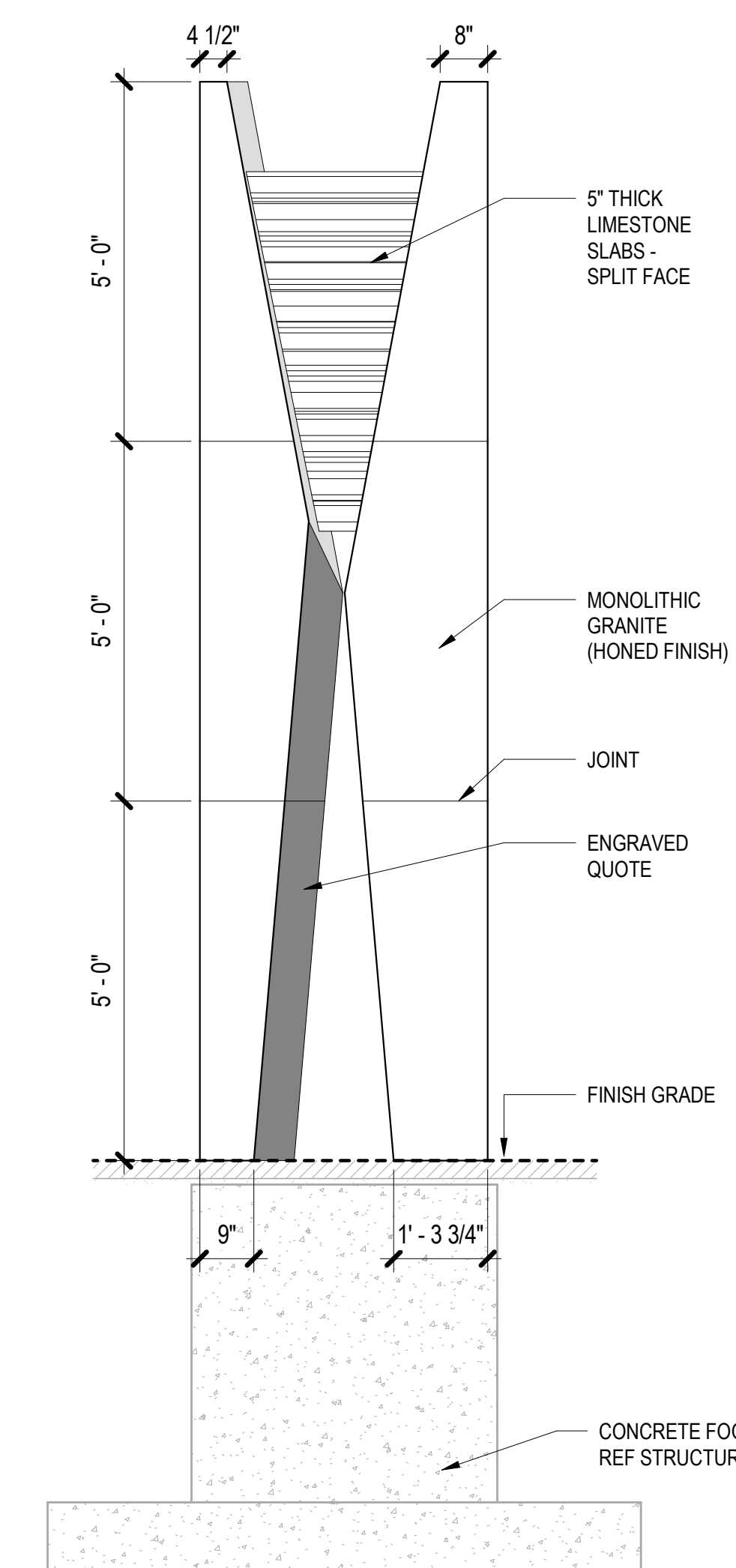


**PILLAR
TYPE A**



NORTH ELEVATION

E/W ELEVATION



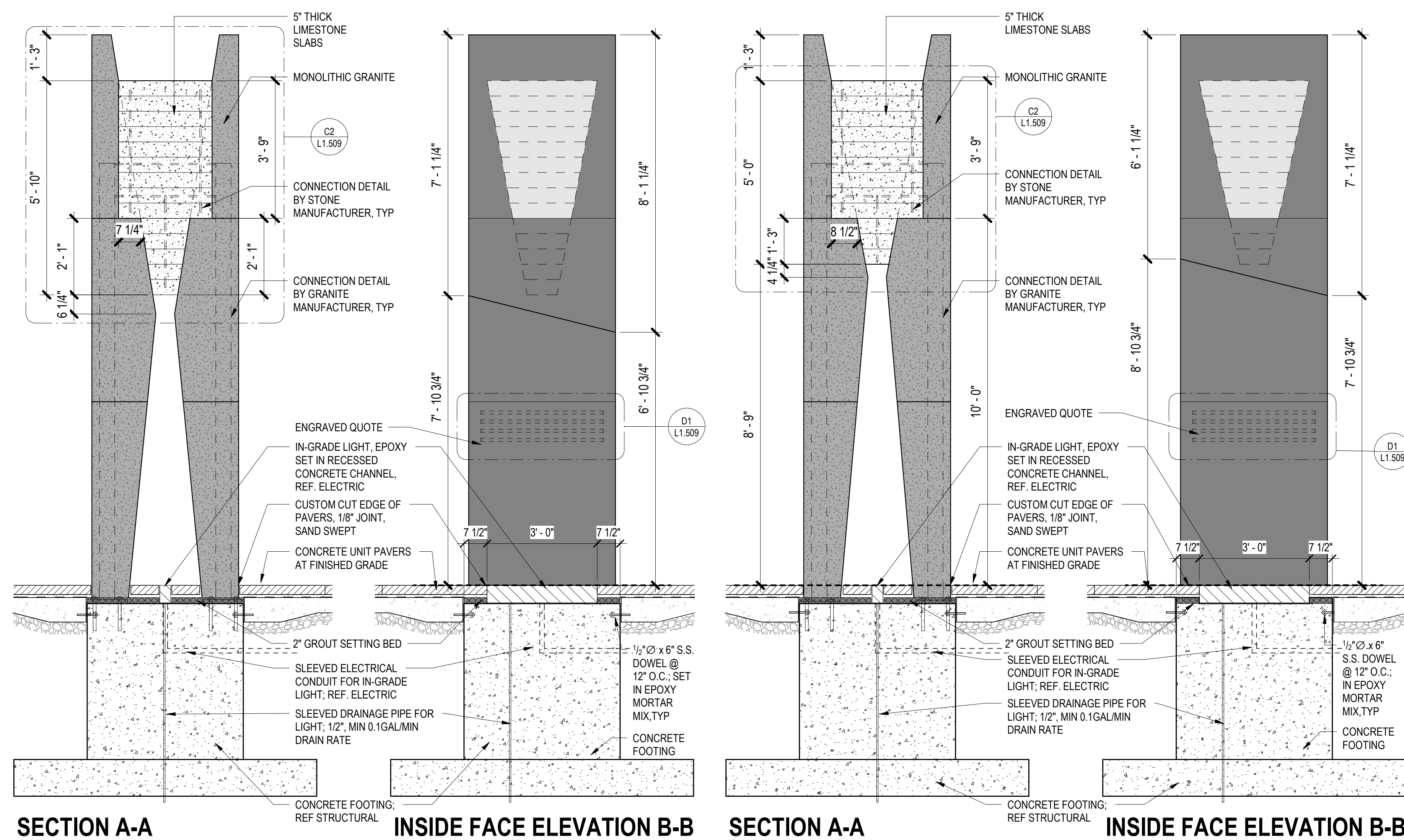
NORTH ELEVATION

E/W ELEVATION

B1 PILLAR - TYPE B - SECTION, ELEVATIONS, AND PLAN
 L1.507 1/2" = 1'-0"

A1 PILLAR - TYPE A - SECTION, ELEVATIONS, AND PLAN
 L1.507 1/2" = 1'-0"

NOTE: DESIGNS SHOWN ARE PROVIDED ONLY AS A BASIS OF DESIGN. ALL DETAILS AND GRAPHICS TO BE FINALIZED THROUGH SHOP DRAWINGS. CONTRACTOR TO PROVIDE FINAL ENGINEERING AND CONNECTION DETAIL AS PART OF SHOP DRAWINGS.



B1
 L1.508
 PEDESTAL - TYPE B - SECTION
 1/2" = 1'-0"

A1
 L1.508
 PEDESTAL - TYPE A - SECTION
 1/2" = 1'-0"

NOTE: DESIGNS SHOWN ARE PROVIDED ONLY AS A BASIS OF DESIGN. ALL DETAILS AND GRAPHICS TO BE FINALIZED THROUGH SHOP DRAWINGS. CONTRACTOR TO PROVIDE FINAL ENGINEERING AND CONNECTION DETAIL AS PART OF SHOP DRAWINGS.

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ISSUE FOR BID	05/31/2024

DRAWING TITLE
 SITE DETAILS

DRAWING NO. L1.508	
SHEET 276 OF 363	
MSD Project #	24MSD - 00117
MSD Base Map #	20E
Job #	20_000

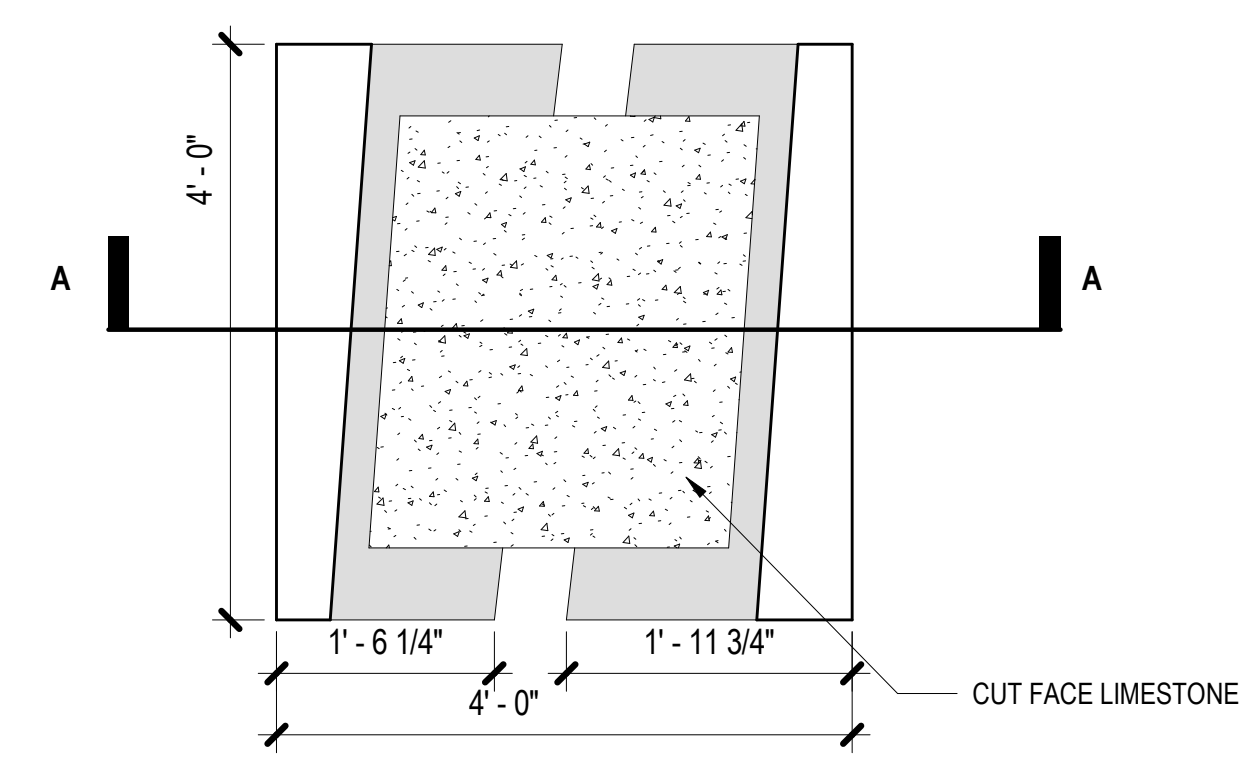
**BRICKLINE GREENWAY - MARKET STREET FROM
 COMPTON AVE. TO 22ND ST.
 GREAT RIVERS GREENWAY
 MARKET STREET FROM COMPTON AVE. TO 22ND ST.
 ISSUE FOR BID**

DRAWING ISSUE	
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CITY RESUBMITTAL	05/31/2024
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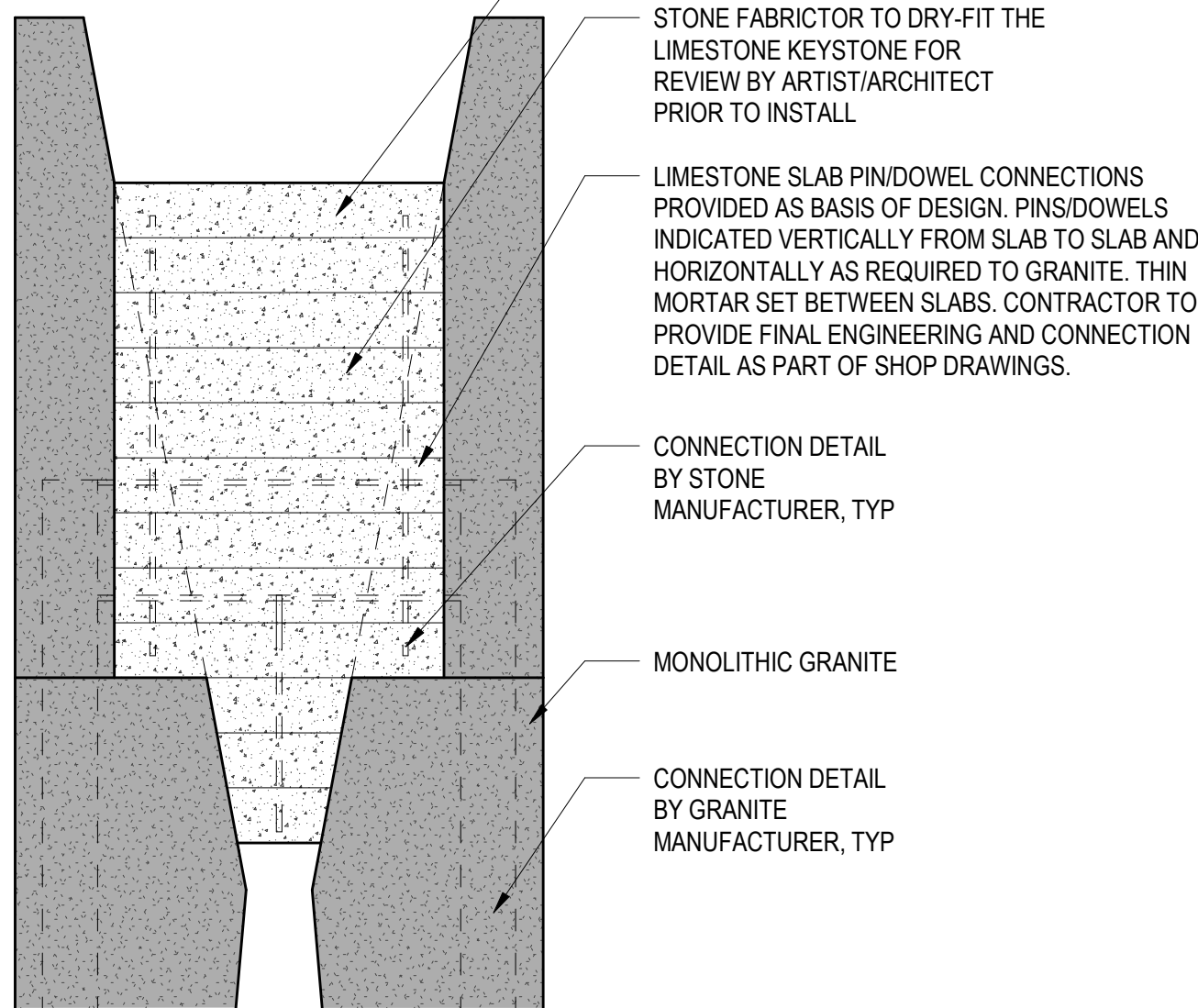
DRAWING TITLE
 SITE DETAILS

DRAWING NO.
L1.509
 SHEET 277 OF 363

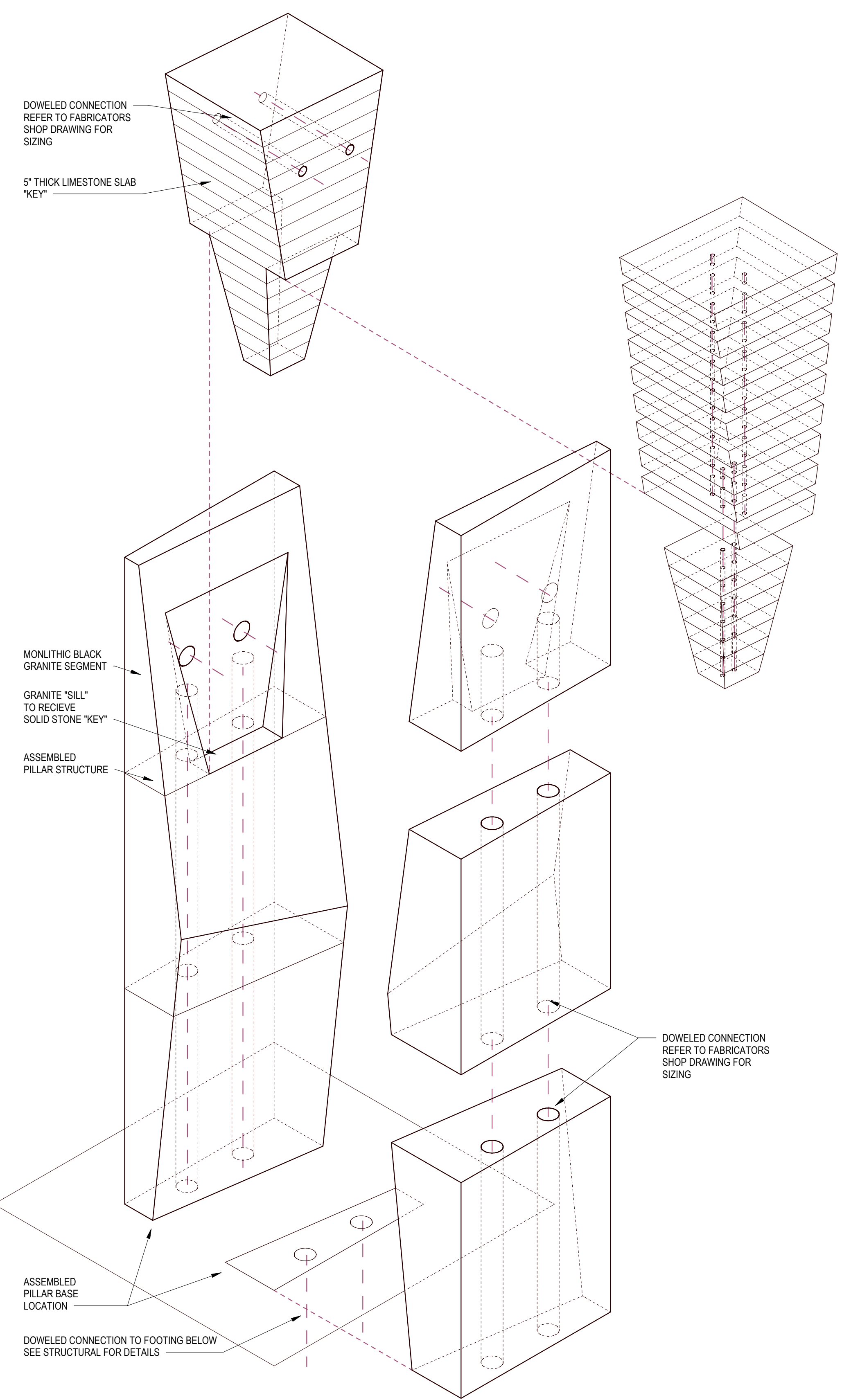
MSD Project #	24MSD - 00117
MSD Base Map #	20E
Job #	20_000



PLAN

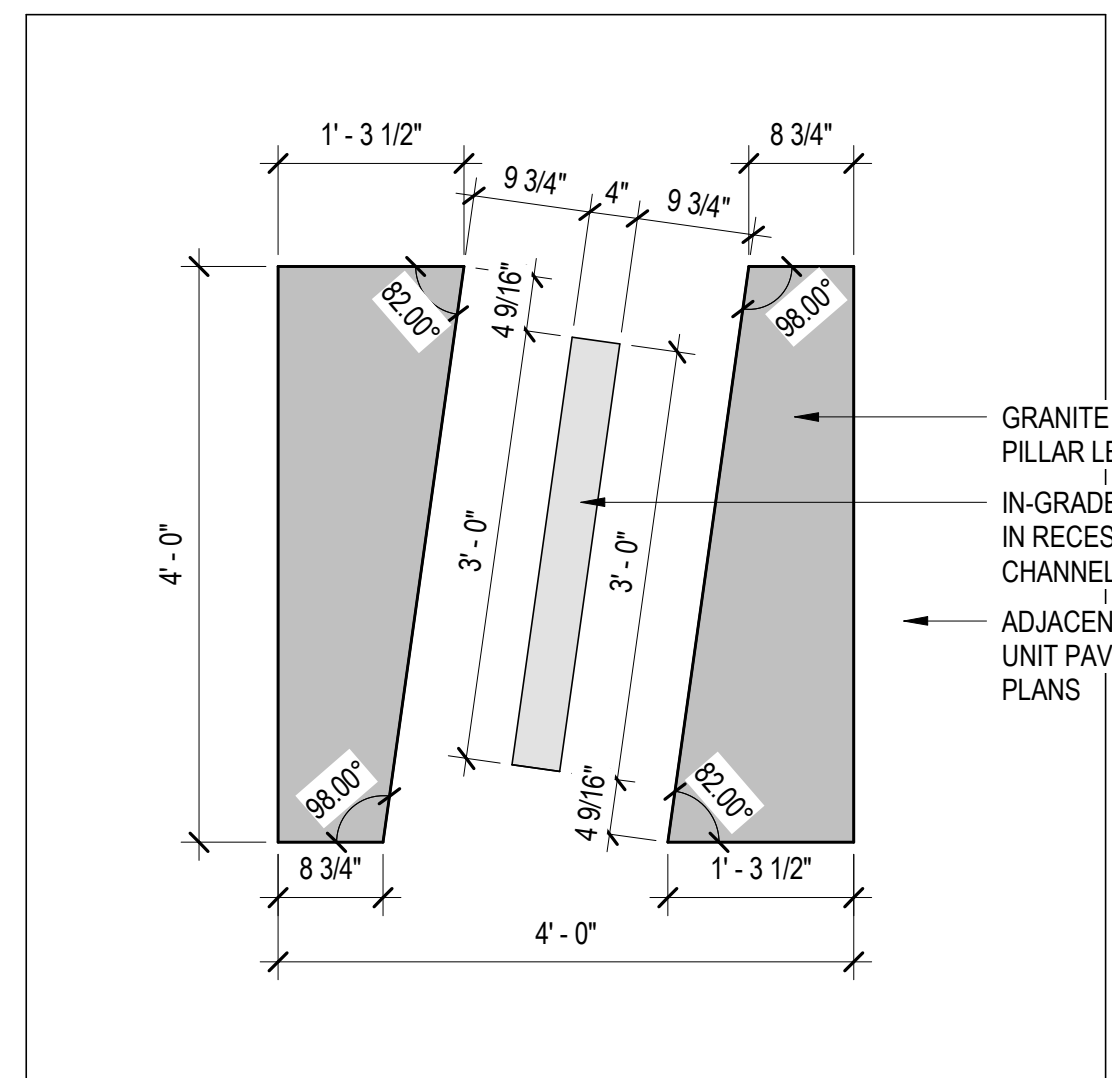


SECTION A-A



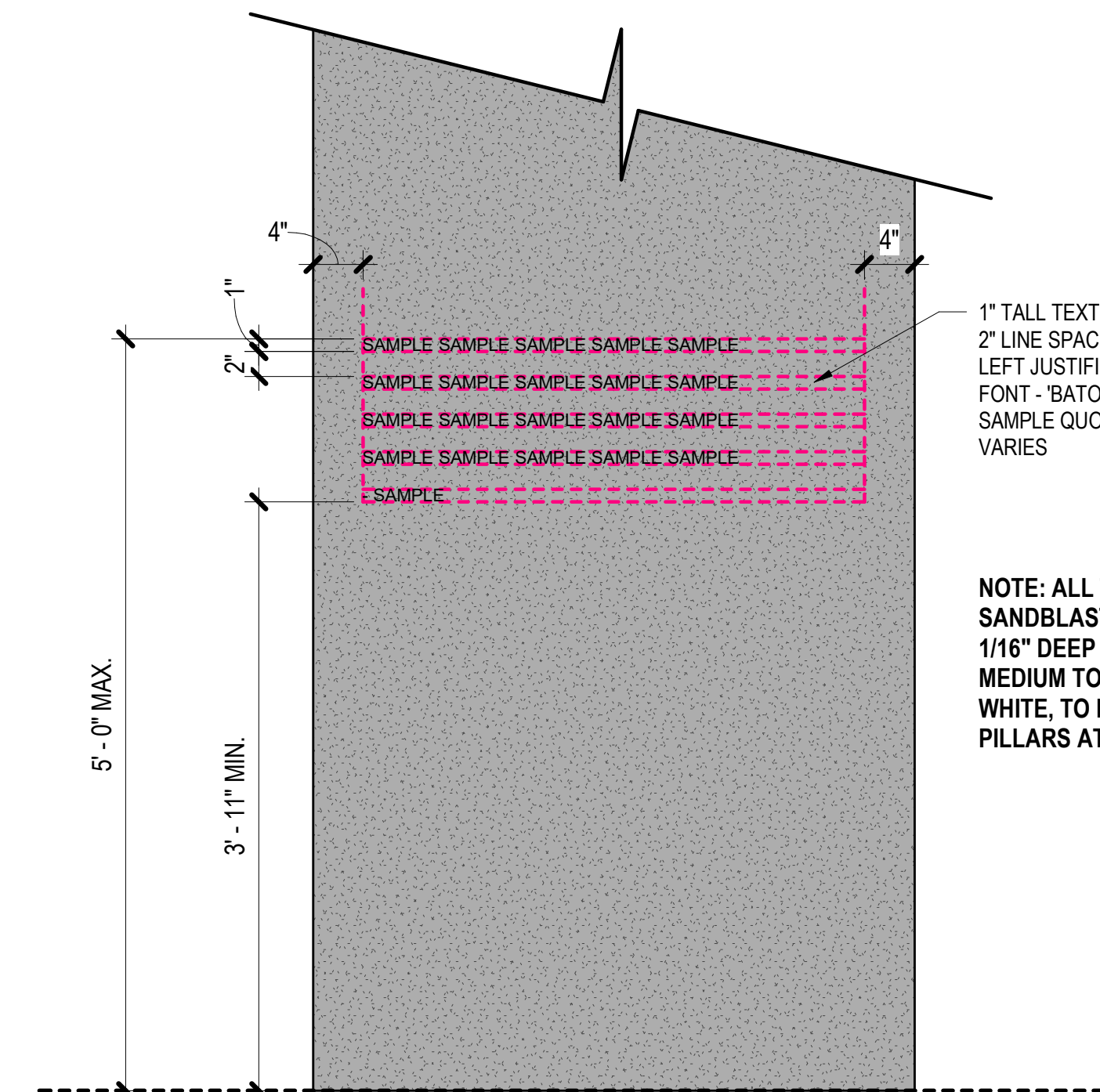
B1 PEDESTAL ASSEMBLY - EXPLODED AXON
 12" = 1'-0"

C2 PEDESTAL - ENLARGED SECTION
 3/4" = 1'-0"



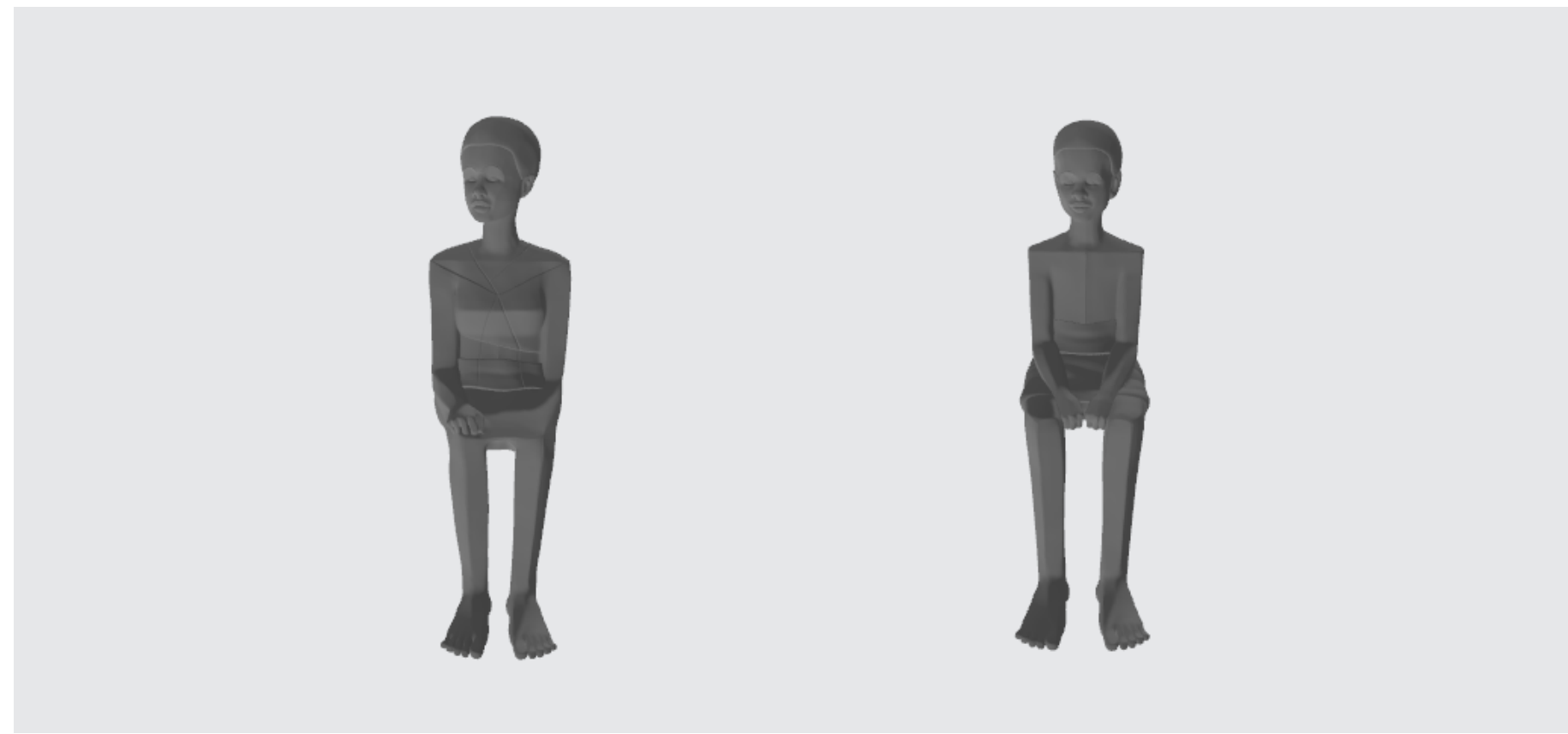
C1 PEDESTAL BASE - ENLARGED PLAN VIEW
 3/4" = 1'-0"

NOTE: DESIGNS SHOWN ARE PROVIDED ONLY AS A BASIS OF DESIGN. ALL DETAILS AND GRAPHICS TO BE FINALIZED THROUGH SHOP DRAWINGS. CONTRACTOR TO PROVIDE FINAL ENGINEERING AND CONNECTION DETAIL AS PART OF SHOP DRAWINGS.

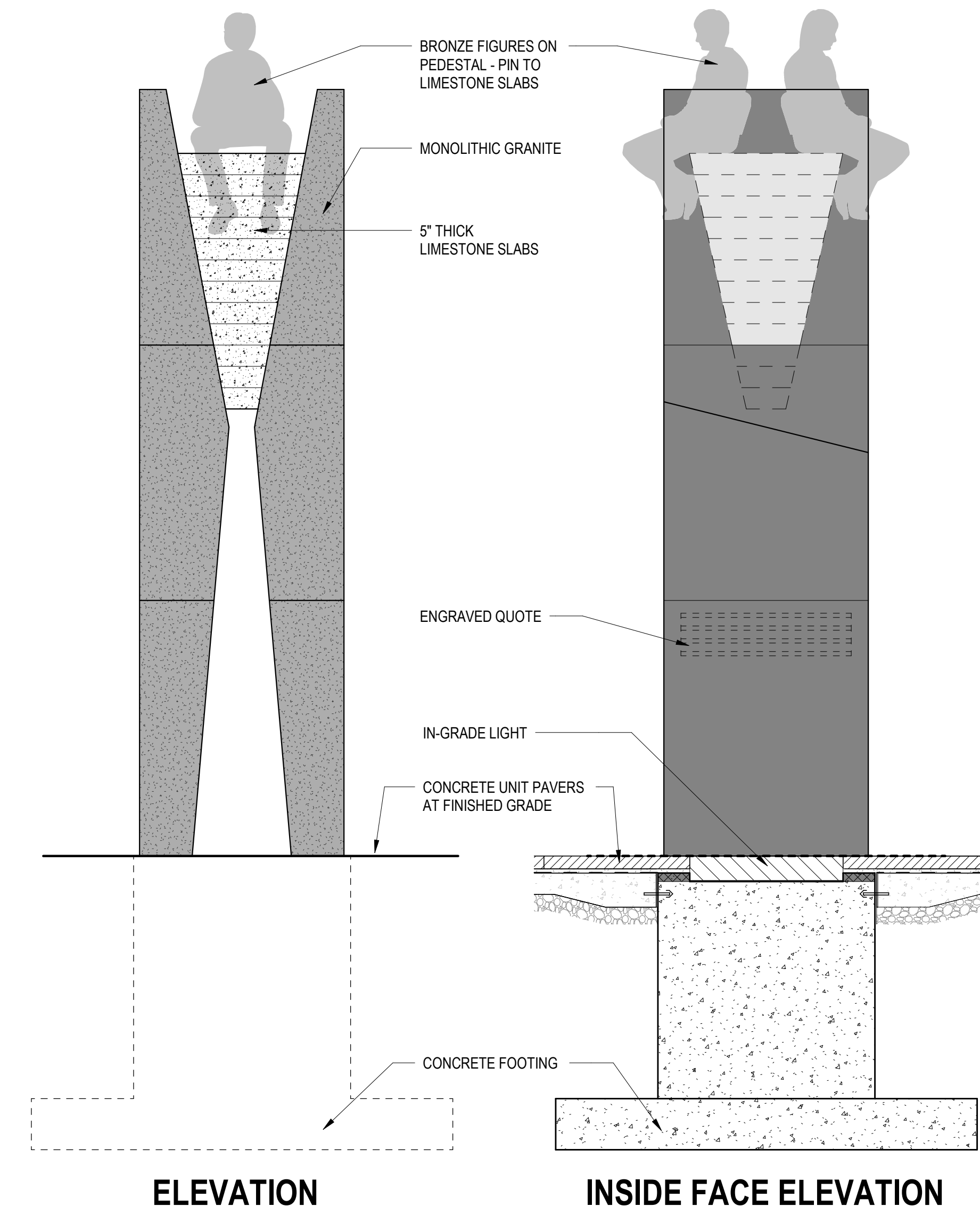


D1 PEDESTAL QUOTE INTERIOR ELEVATION
 1" = 1'-0"

NOTE: ALL TEXT TO BE SANDBLAST 1/32" TO 1/16" DEEP AND MEDIUM TO HEAVY WHITE, TO MATCH PILLARS AT CITYPARK



BRONZE FIGURES (BY OTHERS)

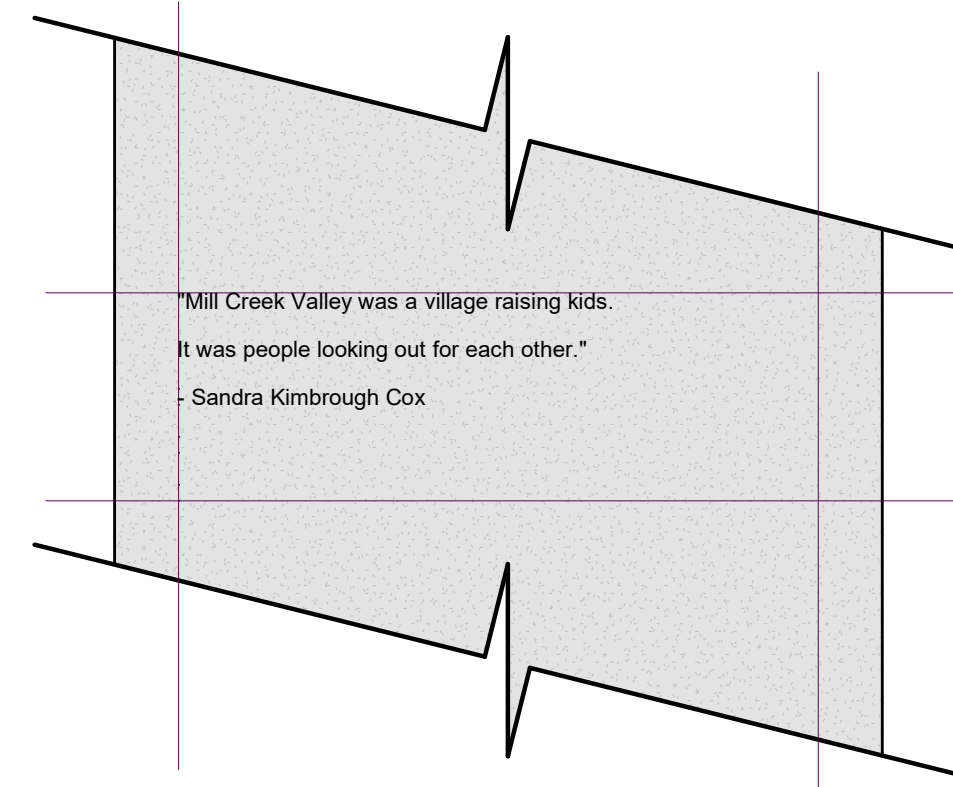


D1 PEDESTAL - BRONZE FIGURES (BY OTHERS)
L1.510 1/2" = 1'-0"

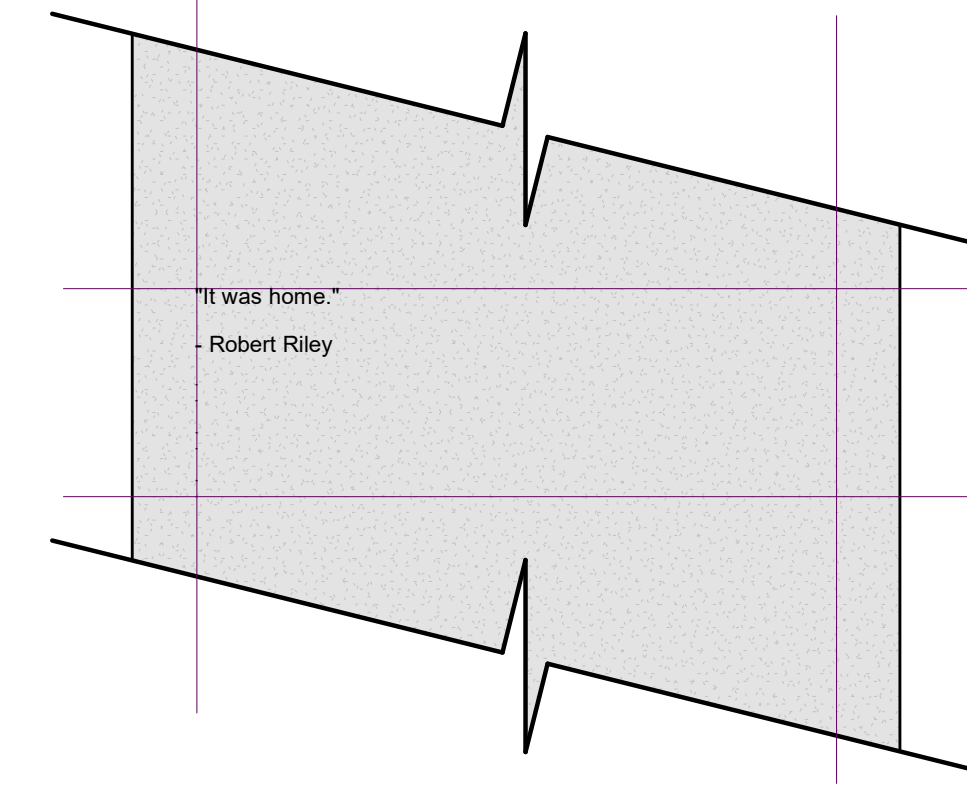
NOTES:

1. BRONZE FABRICATOR AND CONTRACTOR TO PROVIDE ENGINEERING FOR MOUNTING DETAIL AND CONNECTIONS
2. BRONZE FIGURES TO BE FURNISHED AND DELIVERED TO THE JOBSITE BY OTHERS. GENERAL CONTRACTOR RESPONSIBLE FOR INSTALLATION AND PROVISIONS FOR CONNECTION TO GRANITE AND LIMESTONE PILLARS.

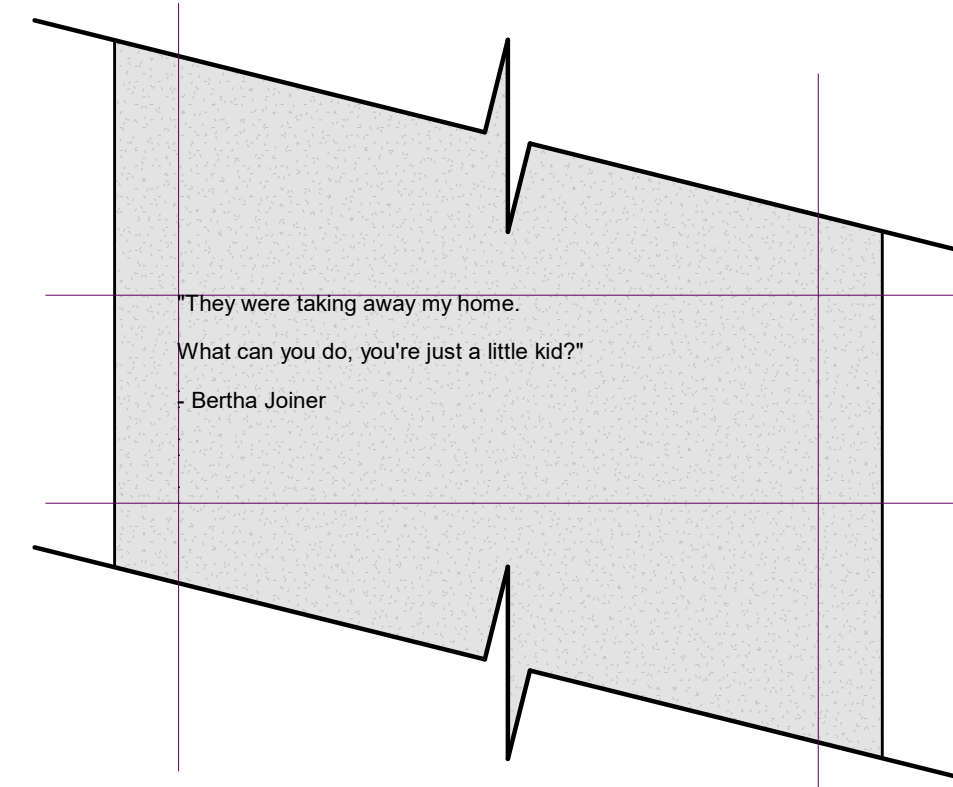
NOTE: DESIGNS SHOWN ARE PROVIDED ONLY AS A BASIS OF DESIGN. ALL DETAILS AND GRAPHICS TO BE FINALIZED THROUGH SHOP DRAWINGS. CONTRACTOR TO PROVIDE FINAL ENGINEERING AND CONNECTION DETAIL AS PART OF SHOP DRAWINGS.



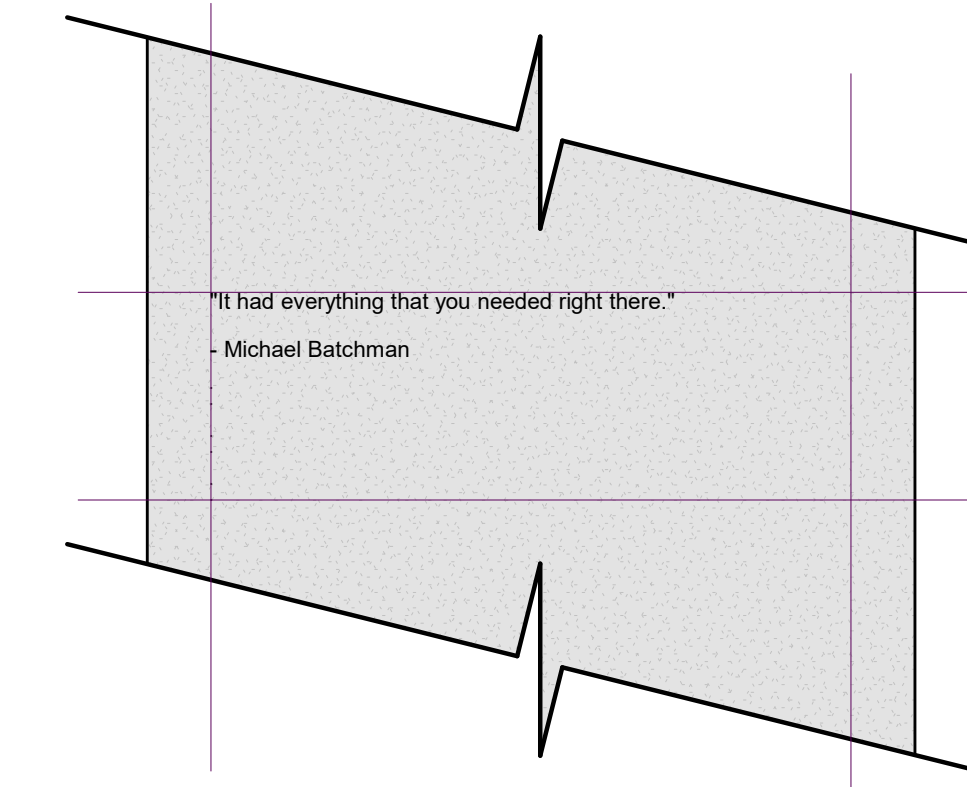
B3 PEDESTAL QUOTE AT PEOPLE'S BUILDING
L1.510 1" = 1'-0"



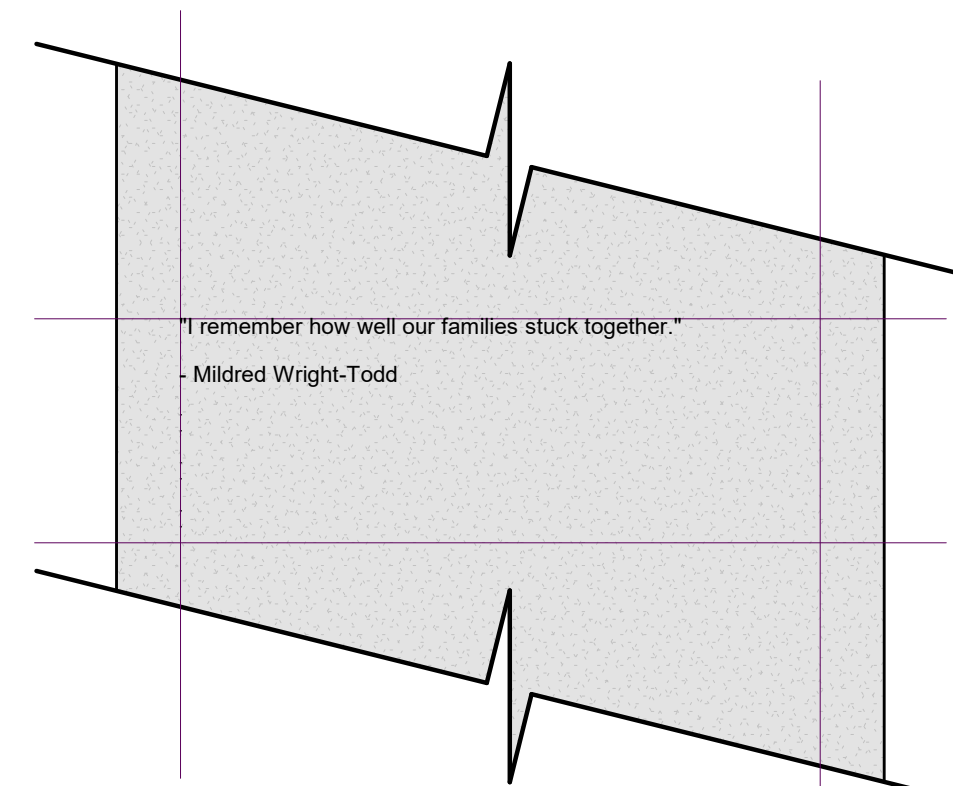
A3 PEDESTAL QUOTE AT HSSU - 5
L1.510 1" = 1'-0"



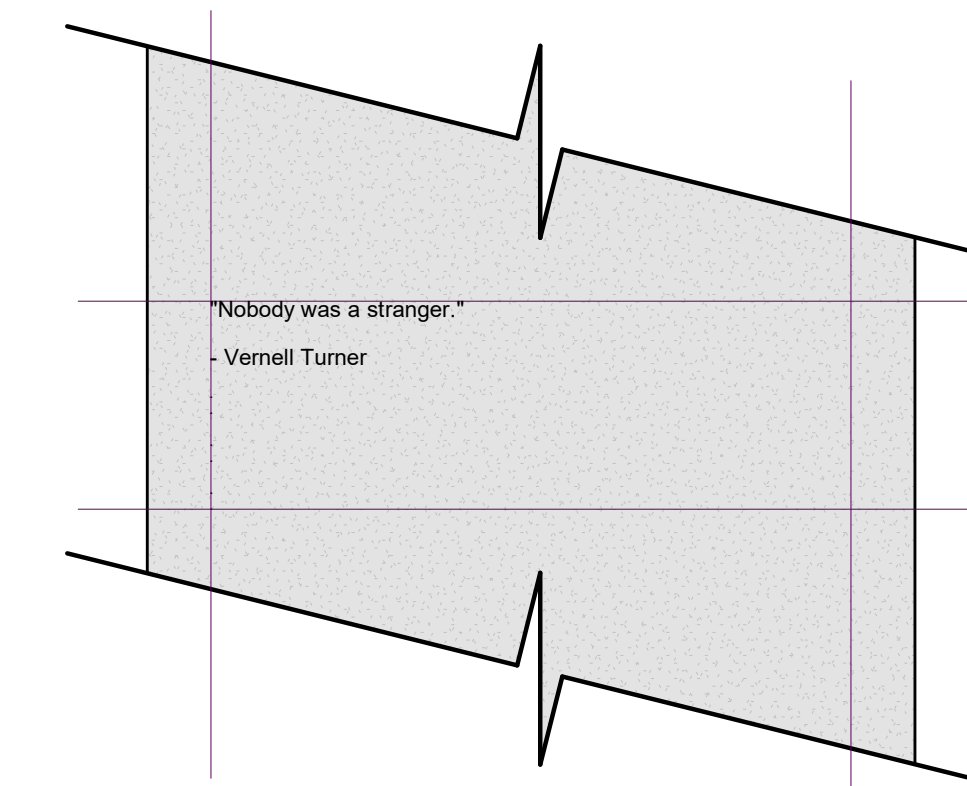
B2 PEDESTAL QUOTE AT HSSU - 4
L1.510 1" = 1'-0"



A2 PEDESTAL QUOTE AT HSSU - 3
L1.510 1" = 1'-0"



B1 PEDESTAL QUOTE AT HSSU - 2
L1.510 1" = 1'-0"



A1 PEDESTAL QUOTE AT HSSU - 1
L1.510 1" = 1'-0"

BRICKLINE GREENWAY - MARKET STREET FROM COMPTON AVE. TO 22ND ST. GREAT RIVERS GREENWAY MARKET STREET FROM COMPTON AVE. TO 22ND ST. ISSUE FOR BID

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SITE DETAILS

DRAWING NO.
L1.510
SHEET 278 OF 363
MSD Project # 24MSD - 00117
MSD Base Map # 20E
Job # 20_000



WITNESSETH: That the said Contractor and Subcontractor, for and in consideration of the mutual promises and agreements by and between the parties agree as follows:

Section 2 - Scope and Schedule of Work

2.1 Documents

2.1.1 The term "Contract Documents" when used herein includes all portions of the Agreement between Contractor and Owner (except private financial data) and all Advertisements for Bids, Instructions to Bidders, Bid Documents, Addenda, Plans, Drawings, Specifications, General and Special Conditions, Guarantees, and all other documents forming or by reference made a part of such Agreement. See Appendix "A".

2.1.2 Subcontractor acknowledges that all of the Contract Documents are on file in the Contractor's office and Subcontractor represents that it has been given the opportunity to examine all of the Contract Documents and is familiar with the terms and conditions thereof, and that it and its subcontractors and suppliers will be bound by any and all parts of said contract documents, insofar as they relate to the work undertaken herein. Failure of the Subcontractor to examine the documents shall not relieve the Subcontractor of any obligation contained therein. In the event of conflict between the contract documents and this Subcontract, the provisions requiring the highest standard, strictest performance, or shortest time for notice shall govern.

2.2 Performance. The Subcontractor agrees at its own cost and expense to perform all work, furnish all shop drawings, samples, testing, layout, supervision, labor, materials, supplies, tools, equipment, permits, licenses, insurance, and all other items necessary or incidental thereto, including payment of all royalties, sales tax and other taxes, necessary for the completion, as required by the "Contract Documents" for the work herein termed "Subcontract Work" and more fully described in Section 1. The subcontract work shall, in all respects, be of the best quality materials and skilled workmen shall perform all work. Subcontract work shall be the highest standard of work achieved by craftsmen in this trade. If any person employed by Subcontractor on the work should appear to the Contractor to be incompetent, disorderly or working in an unsafe manner, that person shall, at the request of Contractor be at once removed and not again employed on any part of the work.

2.3 Commencement. Subcontractor agrees to begin work on date shown on page one, or such earlier or later time as directed by Contractor. Should either an earlier or later date be set by Contractor for Subcontractor to begin work, then Subcontractor shall begin work within forty-eight hours after being so directed by Contractor, Subcontractor agrees to complete all work set forth and within the time specified on page one. If work is added to, changed, or deleted from the Subcontract work, Subcontractor shall perform said Subcontract work in proportionately greater or lesser time as said addition, change, or deletion proportionately increases or decreases the subcontract work.

Subcontractor acknowledges that time is of the essence in the performance of the scope of the work described herein and strict adherence to the project schedule is essential. Subcontractor agrees to cooperate with the preparation and periodic updating of the schedule when requested to do so by Contractor.

Section 3 - Subcontractor's Responsibilities and Rights

3.1 Site Visitation

3.1.1 Subcontractor represents that it has visited the site and it has satisfied itself and has become fully acquainted with the nature and location of the work contracted for hereunder, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, weather conditions, river stages or similar physical conditions, the conformation and condition of the ground, the soil structure and subsurface conditions, including rock, obstructions, actual levels, excavating, filling-in, the character of equipment and facilities needed preliminary to and during prosecution of the work, the probability of new tax levies or increases in taxes, costs of materials and wage rates, the availability and delivery of any equipment and material, and all other matters whether or not specifically listed herein which in any way might affect the work under this Subcontract, or cost thereof.

3.1.2 Subcontractor, prior to commencing with his work, shall inspect the area in which he is going to work in order to determine that the work performed by others is in a suitable condition to receive his work. Should this inspection show a deficiency in material or improper installation by others then he shall immediately inform Contractor in writing of his findings and shall not proceed unless instructed by Contractor. If Subcontractor proceeds with his work without such written notice, he shall be deemed to have accepted the work performed by others and acknowledged the fitness of the site.

3.2 Assignment. Subcontractor shall not assign any portion of the Subcontract Work, in whole or in part, without the prior written approval of the Contractor.

3.3 Identification of Suppliers and DBE. Subcontractor certifies that following list itemizes all suppliers, sub-

subcontractors and others acting for the Subcontractor in connection with the Subcontract Work:

NAME	DESCRIPTION	AMOUNT	DBE AMOUNT

Use additional sheet, if needed.

Any changes or additions to, and deletions from, the above list shall be submitted to the contractor for prior written approval. Subcontractor shall bind all of its subcontractors to this agreement and shall require the same insurance as detailed in Appendix I of all subcontractors it engages. Subcontractor agrees that all subcontract agreements it enters into under this agreement are fully assumable by Contractor upon the Subcontractors default.

3.4 Communication

3.4.1 With Owner. Subcontractor agrees not to enter into any separate negotiations with Owner for any items affecting the work to be performed under this contract, other work on the project, or the contract price herein stipulated. All negotiations are to be conducted through and approved by Contractor.

3.4.2 With Contractor. Subcontractor acknowledges its understanding that directions for work or action may be received only from the following Contractor designates: Dan Wagner, Scott Inserra, and Rick Wagner. Subcontractor assumes responsibility for action taken at the direction of any other party even if that party is a R.V. Wagner, Inc. employee.

3.5 Cooperation

3.5.1 It is understood and agreed that this Subcontract work may constitute only a part of the work being performed for owner by Contractor and/or others. Subcontractor, therefore, agrees to perform the work called for hereunder in such manner as not to impede, injure or damage any other work being performed by Contractor or others, and further agrees to pay for any damages that may be caused to such work by Subcontractor or its subcontractors, suppliers, invitees and others acting for the benefit of the work to be performed hereunder and their respective agents, servants and employees.

3.5.2 Subcontractor further agrees to cooperate fully in all respects with Owner, Contractor and others working on the said project and agrees to notify Contractor immediately of any conflict incurred by Subcontractor. In addition, Subcontractor agrees to notify Contractor immediately if the area in which Subcontractor is to work is unavailable or incapable of being worked on by Subcontractor due to some interference either by physical or design conflicts by Contractor or others. Subcontractor shall designate an on-site representative with authority to act for the Subcontractor in all matters. That representative shall not be changed without prior notification to Contractor.

3.6 Compliance

3.6.1 EEO. The Subcontractor agrees to comply with the Civil Rights Act of 1964 (as amended), Executive Order Number 11246 and 11395 (as amended) which provides equal employment opportunity and prohibits discrimination because of Race, Color, Religion, Sex or National Origin, and all other laws or regulations, federal, state or local, relating to Civil Rights or Equal Opportunity and to file any and all reports as required.

3.6.2 Safety. The Subcontractor agrees to comply with all provisions of the Federal Construction Safety Act of 1969, the Occupational Safety and Health Act of 1970 (as amended) respecting all work done hereunder, and to indemnify and save harmless Contractor against all claims, expenses or damages sustained by or arising out of Subcontractor's failure to so comply.

Subcontractor acknowledges it is responsible for the safe work performance of its employees. Subcontractor shall furnish Contractor with a copy of the Subcontractors Safety Plan prior to commencement of the work under this agreement. Subcontractor shall appoint an on-site designated safety representative and notify Contractor of the designation prior to the start of the work. Subcontractor shall immediately notify Contractor of any accidents or injuries to its workers while on the site and present a copy of the accident/injury report on the incident to the Contractor no less than 24 hours following the incident.

3.6.3 Federal, State and Municipal Laws. The Subcontractor shall at all times observe and comply with all Federal and State Laws, local laws, ordinances, codes, orders, decrees and regulations, whether or not specifically listed herein, which in any matter affect the work. Subcontractor agrees as regards: (a) the production, purchase and sale, furnishing and delivering, prices, and use or consumption of materials, supplies and equipment: (b) the hire, tenure or conditions of employment of employees and their hours of work and rates of payment of their wages: (c) the keeping of records, making of reports and the payment, collection, and/or deduction of Federal, State and Municipal taxes and contributions: and (d) all other matters in

connection with the Subcontract that Subcontractor will keep and have available all necessary records and make all payments, reports, collections and deductions, and otherwise do any and all things so as to fully comply with all Federal, State and Municipal Laws, ordinances and regulations.

3.7 Patents, Copyrights and Confidentiality. If the Subcontractor uses any design, device, material or process covered by letters, patent or copyright, the Subcontractor shall arrange and provide such use by suitable legal agreement and shall indemnify and save the Contractor harmless from any and all claims for infringement by reason of such use. To the extent that the Owner-Contractor agreement provides for the confidentiality of proprietary information of the Owner or Contractor in connection with the performance of the Subcontract Work, such provisions equally bind the Subcontractor.

3.8 Hazardous Materials and Mold Contamination. To the extent that the Contractor has right or obligations relating to hazardous materials or mold contamination, either by the Contract Documents or by law, within the scope of the Subcontract Work of this agreement; then Subcontractor shall have the same rights or obligations to Contractor. Subcontractor shall immediately notify Contractor upon encountering any materials deemed hazardous. Subcontractor shall immediately notify Contractor upon encountering any mold, fungi, or moisture infiltration or contamination.

3.9 Cleanup. Subcontractor shall clean up; broom clean, all waste and debris connected with his work on a daily basis. Subcontractor shall be responsible for disposal if not provided by Contractor. Failure to comply will permit Contractor, in its discretion, to clean up the work or debris and charge the cost of the cleanup to Subcontractor and deduct it from Subcontractor's payments.

3.10 Signs. Subcontractor shall not place signs of any kind upon the project site without prior written approval of Contractor.

3.11 Use of Contractors Equipment. If Subcontractor shall use Contractor's tools or equipment; Subcontractor shall do so at its sole risk. Subcontractor shall reasonably compensate contractor for use of such tools and equipment. In the event that one or more Contractor's personnel operate said tools or equipment for Subcontractor, said personnel shall be employees of Subcontractor for all purposes while so operating said tools or equipment, whether or not such personnel are placed on Subcontractor's payroll. Should subcontractor fail to so compensate such personnel by placing them on its payroll, Contractor may compensate such personnel on behalf of and for account of Subcontractor according to usual wage rates, and deduct such compensation, together with the rental due for the use of such tools and equipment from Subcontract earnings.

3.12 Federal Government Work. If this work is for a contract funded under Title 23, Subcontractor agrees to comply with FHWA 1273, Required Contract Provisions Federal-Aid Construction Contracts (as amended). If applicable, a copy of FHWA 1273 is attached to this agreement. Subcontractor shall physically incorporate Form FHWA 1273 in all lower-tier subcontracts.

3.13 Payments by Subcontractor. Subcontractor shall, within five (5) days of receipt of payment from Contractor, pay fully all payments due to lower tier subcontractors and suppliers of Subcontractor for all work and materials through the date of the payment application. Further, Subcontractor shall fully pay when due all applicable federal, state and city taxes withheld from employees and all benefits and payments due to trade unions or their benefit funds. Proof of compliance shall be promptly provided to Contractor when requested.

3.14 Emergencies. In the case of an emergency situation, Subcontractor may act as necessary to insure the protection of persons and property affected and shall make all reasonable effort to contact Contractor as soon as possible.

3.15 Independent Licensed Subcontractor. Subcontractor represents that it is an independent Contractor and an employing unit subject, as an employer, to all applicable Income tax Withholding and Unemployment Compensation Laws. Subcontractor agrees to indemnify and hold Contractor harmless and to reimburse it for any expense or liability incurred under said Laws in connection with employees of Subcontractor, including a sum equal to benefit payments to subcontractor's employees that are charged to Contractor pursuant to any state Unemployment Compensation Statute. Subcontractor further represents that it is fully licensed and certified to perform the work covered in this agreement to the extent such licensing and certification are required. Failure to procure or maintain required licenses and certifications may be grounds for Contractor to terminate this agreement subject to provisions contained herein.

3.16 Lien and Bond Claims. Subcontractor shall keep the project free of lien and bond claims that arise out of its actions and performance on the project unless such claims arise out of the failure of Owner or Contractor to pay funds due in a timely manner as herein specified. Subcontractor agrees to act to cause any claim to be removed within three days after notified of such claim being filed, and to defend, indemnify and hold harmless the Contractor and Owner from all costs associated with the filing of the claim.

3.17 Subcontractor to Protect Own Work. Subcontractor shall be responsible for, and shall bear all risk of loss of or damage, including vandalism, to the Subcontract work and all materials, appliances, supplies and equipment until final acceptance thereof. Subcontractor agrees to pay for any damage that may be caused to other work of the project by

Subcontractor or his subcontractors, suppliers, invitees and others acting for the benefit of the work to be performed hereunder and their respective agents, servants and employees.

3.18 Right to Audit. In the case where the agreement between Owner and Contractor allows for the Owner to audit the records of the Contractor for the purposes of verification, Subcontractor shall permit the same of its records.

Section 4 - Contractor's Responsibilities and Rights

4.1 Contractor may cancel this Subcontract Agreement for convenience, in Contractor's sole discretion and without any reason, in which case subcontractor will be reimbursed for the cost of the work incurred prior to the date of termination, plus a mark-up equal to the lesser of 5% or such other amount as provided for in the agreement between Owner and Contractor allocated for overhead and profit together with respect to the costs actually incurred. The total cost and mark-up not to exceed the contract amount.

4.2 To the extent that any cancellation of this contract for cause is thereafter adjudged by any fact finder to have been inappropriate or otherwise unwarranted, then such cancellation shall automatically be considered to have been a cancellation for convenience subject to the provisions of the proceeding paragraph. Such rights of cancellation and termination shall be in addition to Contractor's other legal rights and remedies whether set forth in the Subcontract Agreement or not.

4.3 In the event that any portion of this Subcontract shall at any time contravene, in whole or part, any applicable law, ruling or regulation, then such provision shall remain in effect only to the extent permitted, and the remaining provisions hereof shall remain in full force and effect.

4.4 Contractor shall reasonably have the right to direct Subcontractor when and where to work and, if the Contractor determines the need, may reasonably require Subcontractor to increase its staff. Subcontractor will make all efforts to reasonably comply with Contractor's directions.

Section 5 - Payment

5.1 Applications for Payment. Unless otherwise provided for in the Contract Documents or by mutual agreement between the parties, Subcontractor agrees to submit to the Contractor's principal office on or before the 25th day of each month an estimate of the Subcontract Work completed. If correct, the estimate shall be included in the Contractor's billing to the Owner for the month. Subcontractor's application for payment shall include unit price or lump sum detail which indicates all bid items of work with scheduled quantities and unit price. The application shall indicate quantity placed during current period and total quantity to date. Subcontractor's application for payment shall include the R. V. Wagner, Inc. job number and name as stated on Page 1 of this subcontract. The Subcontractor's payment application should be submitted by mail (not electronically) on or before the above stated date and certified by a duly appointed officer of Subcontractor.

5.2 Progress Payments. Condition upon precedent payment by Owner and if Subcontractor shall fulfill this Subcontract to the satisfaction of Contractor, Contractor agrees to pay Subcontractor the sum shown on page 1 subject to additions and deductions as hereinafter provided. Within fifteen days after the Contractor has received payment from Owner, Contractor shall pay to Subcontractor the amount which the estimate of Contractor shows Subcontractor has earned during the period covered by such estimate for work performed by Subcontractor under provisions of this Subcontract and for which Contractor as a condition precedent has received payment from owner, provided however, that Contractor will reduce each payment to Subcontractor by the same retention percentage as the Contractor's payment from owner is reduced and will retain such amount.

5.3 Waivers of Lien. Subcontractor agrees to supply contractor with lien waivers from subcontractor, its permitted sub-subcontractors, and principal material and equipment suppliers of subcontractor, prior to each pay period for all materials supplied and work performed by Subcontractor or its subcontractors, suppliers, etc. for the work performed during the work period covering that period of time for which the payment is requested. If Subcontractor fails to supply lien waivers for said payment then Contractor may, in its discretion decline to include Subcontractor's pay request to Owner and withhold payment to Subcontractor until lien waivers have been provided. Subcontractor will obtain lien waivers from any lower tier subcontractor or supplier upon request by Contractor.

5.4 Withheld Payments. Payments which would otherwise be due Subcontractor may be withheld in whole or in part by Contractor on account of: (a) defective materials or work, (b) claims or liens, or any notice thereof, whether true or spurious, (c) any breach by Subcontractor of any provision or obligation of this Subcontract, (d) a reasonable doubt that the Subcontract work can be completed for the balance then unpaid, (e) a reasonable doubt that the Subcontractor, for any reason, is unable to complete the Subcontract work or (f) any debt of any kind owed to Contractor. If the foregoing causes are remedied or adjusted to Contractor's satisfaction, the withheld payments shall promptly be made. If the said causes are not so remedied or adjusted, Contractor may remedy the same for Subcontractor's account and charge the entire cost thereof to Subcontractor, as provided in paragraph 8.2 hereof. Such remedy may include the issuance of checks jointly payable to both Subcontractor

and Subcontractors supplier. Contractor is not obliged to obtain Subcontractors approval for the issuance of such joint payments nor under any obligation to agree to issue joint checks when requested by Subcontractor.

5.5 Sums Tentatively Earned. All sums tentatively earned by Subcontractor by the partial or complete performance of the Subcontract work and any balance of unearned Subcontract funds shall constitute a trust fund for the purpose of (a) full completion of the Subcontract work. (b) payment to the sub-subcontractors, laborers, material and service suppliers of Subcontractor who contributed to the performance of the Subcontract work, and (c) payment of any back-charges or claims due Contractor and Owner from Subcontractor, and such tentative earnings shall not be due or payable to Subcontractor or anyone else claiming in Subcontractor's place and stead, including but not limited to a Trustee in bankruptcy or receiver, until and unless such Subcontract work is fully and satisfactorily completed and such persons are fully paid and satisfied.

5.6 Retainage. The amounts retained from progress payments shall become payable to Subcontractor only after final completion of the work by Subcontractor, acceptance thereof by Owner and after receipt by Contractor, as a condition precedent, of its final payment from Owner for this Subcontract work: provided that Subcontractor shall have furnished Contractor and Owner with a release of all claims and liens against Contractor and Owner pertaining to Subcontractor or its work. Such final payment shall be made within fifteen days after it becomes payable. Subcontractor's acceptance of final payment shall constitute full release of all claims by Subcontractor.

5.7 Payments Do Not Constitute Acceptance. No certificates issued or progress payment made under this Subcontract, including the final payment, shall be considered an acceptance of any work under this Subcontract, such work being subject (a) to final inspection and approval by Owner and (b) to warranties, guaranties and other continuing obligations of Subcontractor, and (c) submittal of final lien waivers from Subcontractor, its subcontractors and suppliers.

5.8 Payments for Delay. No payment of any kind, for compensation, or for damages, or otherwise, shall be made to Subcontractor because of any delay even though Subcontractor's extension of time request be granted, unless Owner is obligated to pay Contractor compensation of damages because of such delay, and then, as and when the Owner pays such compensation or damages to Contractor, Subcontractor shall receive that share of such compensation or damages which can be agreed to or proven to have been directly attributable to such delay.

5.9 Contractor will assist Subcontractors with application for payment for stored materials provided that Contractor's agreement with the Owner makes provisions for payment of stored materials. Payment will be made only after Owners approval of the request for payment of stored materials and after Contractor has received payment from Owner for the Application.

5.10 Subcontractor agrees that Contractor, and its bonding company where applicable, shall have no obligation whatsoever to pay Subcontractor for any work performed under this Subcontract until and unless Contractor has been paid for such work by owner, which payment shall be an express condition precedent to any obligation of Contractor to Subcontractor to pay for any work, including changes and extra work performed hereunder. Notwithstanding and without waiver of the foregoing and any other provisions of this Subcontract, Contractor may, at its discretion, pay any part of the Subcontract price at an earlier time than otherwise specified herein.

Section 6 - Indemnity, Insurance and Bonding

6.1 Indemnity. To the fullest extent permitted by law, Subcontractor shall defend and indemnify and hold harmless Architect, Contractor and the Owner, their officers, agents and employees of any of them, against any claims, damages, losses, and suits for loss or damage to property, or personal injury, including death, to persons, and from all judgments recovered therefore, and from all expenses for defending such claims or suits, including court costs, litigation expenses, and attorney's fees, which result from the performance of the Subcontract by Subcontractor, its subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable to the extent caused, in whole or in part, by negligent acts or omission of Subcontractor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

6.2 Insurance and Bonding

6.2.1 Before commencing the Subcontract Work described in this agreement, Subcontractor shall, without limiting the liability of the Subcontractor under the Subcontract, purchase and maintain at its own expense the insurance coverage's set forth in Appendix I. Such coverages shall remain in effect until completion and final acceptance of the work by Owner and Contractor. Property Damage liability to include Products/Completed Operations, Explosion, Collapse and Underground hazards for all demolition, grading, excavating, landscape, sewer and plumbing work. If required in Section 1, Page 1 of this agreement, Subcontractor shall submit a Payment and Performance bond for the full value of this agreement, from a domestic, A+ rated surety.

6.2.2 Certificates. Before commencing work, Subcontractor shall furnish certificates from all insurance companies showing that the above required insurance is in full force and effect setting forth the policy numbers, dates of coverage and limits of liability there under and further providing that the insurance will not be canceled, amended or changed without at least

thirty (30) days prior written notice of such cancellation or change to Contractor directly by said insurance company. Contractor and Owner shall be named as additionally named insured on all said policies, except the Workers' Compensation. The policies shall include a severability of interest or cross-liability clause and be endorsed as primary with respect to any applicable insurance maintained by the Contractor or Owner. The minimum A.M. Best Rating of the insurance carrier must be A or better.

6.2.3 Failure to Maintain. If Subcontractor fails to procure and maintain such insurance or Bond as required by this agreement, Subcontractor shall not be allowed to continue work under this agreement until the insurance or bond coverages have been fully restored and adequate evidence of the restoration has been submitted to Contractor. Contractor may avail itself of other remedies available to it as detailed elsewhere in this agreement should coverages remain insufficient for more than three calendar days.

6.3 Warranties. Subcontractor warrants to Contractor and Owner that materials and equipment furnished under the Subcontract will be of good quality and new unless required or permitted by the Contract Documents. Subcontractor further warrants that the Work will be free from defects not inherent in the quality required or permitted and that the Work will conform to the requirements of the Contract Documents. Work not conforming, including submissions not approved or authorized, may be considered defective. Subcontractor, upon written notice from Contractor, will immediately correct any defective work at its own cost. Failure by the Subcontractor to effect such correction within three (3) days from the date notified may cause Contractor to correct the defect and back charge Subcontractor for the cost thereof. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Subcontractor, improper or insufficient maintenance, normal wear and tear and normal usage.

Section 7 - Changes in the Work

7.1 Subcontractor agrees that the Contractor may add to or delete from the amount of the Subcontract Work and a written Change Order setting forth all details including the mutually agreed value shall evidence any change so made.

7.2 So as not to delay the performance of the Subcontract Work, the Subcontractor agrees to proceed with and change related work upon written notice from the Contractor even if the formal written Change Order is not then complete. Unless otherwise so stated, all changes to the work shall be completed in accordance with all provisions of this agreement and the Subcontract Documents, including the Schedule of Work.

7.3 Subcontractor shall not be entitled to receive payment for any change work performed except to the extent that Contractor authorized the work in writing. Should subcontractor perform any unauthorized work in connection with this Subcontract Work without the consent of the Contractor, Subcontractor shall be liable for all direct and indirect losses incurred by Contractor arising from the Subcontractors unauthorized action.

7.4 No notice to Subcontractor's surety shall be required for any change to this agreement. The Subcontractor shall promptly arrange for an increase in the sum of any surety bond provided, unless the Contractor waives such increase in writing.

Section 8 - Disputes and Claims

8.1 Claims by Subcontractor. If subcontractor wishes to make a claim for an extension of time or an increase in the Contract sum, he shall give the Contractor written notice thereof, delivered to the Contractors main office, within five (5) days after the occurrence of the event which gave rise to such claim. This notice shall be given by Subcontractor before proceeding to execute the work. No claim shall be valid unless so made. Only Change Orders approved by the Contractor and paid for by Owner shall authorize any change in the contract sum resulting from such claim. In the event that the Contractors agreement with the Owner requires less than five (5) days notice, the Owners requirement shall apply. Subcontractor agrees to make notification of any claim for dispute in sufficient time for the Contractor to make claim with the Owner within the time allotted.

8.2 Claims by Contractor or Owner. In the event Subcontractor should neglect or fail to execute the Subcontract Work with due diligence or should cease work or should fail to perform work in an acceptable manner or should otherwise violate this contract, Contractor may call the same to the attention of Subcontractor by written notice, sent by certified mail to the principal office of Subcontractor. Any attempt by Subcontractor to cure any such claim default during the notice period must be bonafide and effective to correct or substantially assure correction of the default in order to merit rescission of the notice of default. If such delay, neglect failure, violation or other matter or thing complained or still exists after three (3) calendar days from date above notice is sent to Subcontractor, then said Subcontractor shall be in default under this contract whereupon Contractor may complete the remaining Subcontract work, using either Contractor's own forces or such other Subcontractor or Subcontractors as Contractor may deem most expedient to complete the work. In this regard Subcontractor acknowledges that it is reasonable to employ a reputable substitute contractor upon a cost-plus or time and material basis to complete partially performed construction work.

Contractor may appropriate or use any and all material and equipment on the site that may be suitable or acceptable or to use such other methods as in its sole opinion may be required for the completion of the subcontract work in an acceptable manner.

Any loss, cost or expense resulting there from shall be charged to Subcontractor and against any unpaid portion of the subcontract price and if any deficiency shall exist between the unpaid balance and the amount insured to complete said work, Subcontractor shall, upon demand pay the amount of such deficiency to Contractor. If, after said work has been completed, it is determined that there is a balance due Subcontractor, then the balance due will be paid to the Subcontractor. If Contractor must retain an attorney to collect any amounts due under this paragraph, Subcontractor agrees to pay, in addition to the amount due, any and all costs incurred by Contractor as a result of such action, including reasonable attorney fees.

Subcontractor acknowledges that should the conditions of neglect or failure that gave rise to a previous claim by Contractor or Owner under this paragraph recur, Contractor may proceed with the remedies provided under the terms of this paragraph should the Subcontractor fail to correct the default within twenty-four (24) hours of notice of such recurrence is sent to Subcontractor.

8.3 Claims for Changed Conditions. If conditions are encountered at the site which are; subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activity, then the Subcontractor shall notify the Contractor promptly before the conditions are disturbed but in no event later than five (5) days after the conditions are first observed. Contractor, upon notification, will promptly refer the claim as directed in the Contract Documents. Subcontractor agrees to make notification of any claim for dispute in sufficient time for the Contractor to make claim with the Owner within the time allotted.

8.4 Application of Liquidated Damages. In the event that Subcontractor fails to perform or delays performance of this contract and such delays cause or contribute to cause Contractor being liable for liquidated damages as set forth in the contract between Contractor and Owner, then Subcontractor agrees to accept its proportionate share of liquidated damages as assessed against Contractor by reason of said delays in performance.

8.5 Reimbursement for Delay. In addition to the remedies afforded to and reserved by Contractor elsewhere in this agreement, Subcontractor further agrees to reimburse Contractor for all costs and damages sustained by Contractor due or attributable to delays in performance past the completion date required of Subcontractor under this Subcontract and the general contract, forming a part hereof, which costs and damages in addition to Owner charged liquidated damages, if charged, shall include, contractor's additional payroll, supervision, health and welfare benefit payments and insurance and costs of keeping contractor's equipment, field office, and utilities on the job site for said additional period plus twenty percent (20%) of the aggregate of same for general overhead, plus reasonable attorney fees.

8.6 Choice of Law, Venue and Waiver of Jury Trial

8.6.1 The validity, interpretation and performance of this Subcontract shall be governed by the laws of the State of Missouri, including its statutes of limitation, without regard to conflicts of law principles that would require the application of the procedural or substantive law of any other jurisdiction. Any action, hearing, suit or proceeding arising out of or relating to this Subcontract must be brought in the courts of the State of Missouri, St. Louis County, or if it has or can acquire jurisdiction, in the United States District Court for the Eastern District of Missouri. Each of the parties to this Subcontract irrevocably submits to the exclusive jurisdiction of each such court in any such proceeding and waives any objection it may now have or hereafter to venue or to convenience of forum. EACH PARTY HERETO WAIVES THE RIGHT TO A TRIAL BY A JURY IN ANY DISPUTE IN CONNECTION WITH OR RELATING TO THIS SUBCONTRACT.

Section 9 - Miscellaneous Provisions

9.1 Union and Labor Relations

9.1.1 Work Assignments. Subcontractor agrees to make work assignments consistent with decisions of record and agreements of record between labor organizations. In the absence of a decision or agreement of record between labor organization assignments shall be made based upon established trade and area practice. In the event that Subcontractor fails to comply with these provisions, Contractor shall have the right to terminate this Agreement and to remove Subcontractor from the job site.

9.1.2 Labor Disputes. In the event of a labor dispute between subcontractor and any organization(s), which causes any employees to cease work on the job site, the subcontractor shall have 48 hours to resolve the dispute in a manner which permits all work on the job site to continue, and if Subcontractor fails to do so, Contractor shall have the right to terminate this Agreement and to remove Subcontractor from the job site.

9.2 Entire Agreement. This Subcontract comprises the entire agreement between the parties. All prior negotiations, quotes, and dealings between them are merged into, integrated and superseded by this Subcontract, which is binding upon and inures to the benefit of the parties and their successors, legal representatives and assigns. Notwithstanding the foregoing, all modifications of this Subcontract must be in writing and signed by the parties hereto to be valid.

9.3 Severability. Failure by Contractor in any instance to insist upon observance or performance by Subcontractor of any of the terms, conditions, or provisions of this Subcontract shall not be deemed a waiver by Contractor of any such terms, conditions or provisions, and observance or performance thereof; no waiver shall be binding upon the Contractor unless the same is in writing signed by the Contractor and shall then be for the particular instance referred to in said writing only; waiver of any one breach shall not be deemed a waiver of any other breach; payment of any sum by the Contractor to Subcontractor with knowledge of any breach shall not be deemed to be waiver of such breach or any other breach.

9.4 Titles and Headings. The titles and headings given to the Sections of this agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.

9.5 Bankruptcy of Subcontractor. If (i) Subcontractor shall become insolvent or make an assignment for the benefit of creditors or commit any act of bankruptcy, or (ii) a petition in bankruptcy or for an arrangement of creditors shall be filed by or against Subcontractor and Subcontractor does not immediately provide Contractor with adequate assurance of Subcontractor's ability to perform its obligations hereunder, and assume this Subcontract with permission of the Bankruptcy Court, or (iii) Subcontractor shall fail in any manner to perform any part of any material term of this Subcontract, Subcontractor shall be in default. On three days' written notice, Contractor shall be entitled to exercise its rights hereunder.

9.6 If this work is for a Federal or other governmental agency which issues plans and specifications prepared by such agency without an independent Architect or Engineer, all references to Architect or Engineer herein shall be deemed to refer to 'Owner'.

9.7 Legal Notice. Legal notice to parties to this agreement shall be served at the addresses set forth on page one of this agreement.

9.8 Controlling Law. In such case where the dispute or claim is solely between the Contractor and Subcontractor, the laws of the State of Missouri shall control. In all other cases, the control shall be directed by the Contract Documents between Contractor and Owner.

9.9 Changes to the Document. Changes to the subcontract document by Subcontractor will only be recognized if both R. V. Wagner, Inc. and Subcontractor initial the changes.

9.10 In the event that any portion of this Subcontract shall at any time contravene, in whole or part, any applicable law, ruling or regulation, then such provision shall remain in effect only to the extent permitted, and the remaining provisions hereof shall remain in full force and effect.

9.11 Subcontractor's signature and return of this document as presented, or its commencement of any of the Work covered by this Subcontract, shall constitute acceptance of all of its terms and conditions. If this Subcontract is not signed and returned to Contractor within ten (10) days of the date stated on page 1 above, however, it may be deemed voidable at the option of Contractor. Unless and until Subcontractor has furnished Contractor with the required bonds, Certificates of Insurance and any other documents required by the Prime Contract, and, if applicable, Subcontractor has been approved by A/E, Owner and any other party. Subcontractor shall not proceed to perform any work. This Contract must be returned to the Contractor at its main offices listed on page 1.

Contract must be signed by an authorized officer of the company.

Subcontractor: _____

R. V. Wagner, Inc.

Name and Title: _____ Date

President _____ Date

Federal Tax ID Number: _____

APPENDIX “A” – Contract Documents

All work is to be performed according to supplied general requirements, bid specifications, working drawings, applicable codes and OSHA requirements.

Contract documents include but are not limited to:

Project Specifications for “Brickline Greenway Market Street from 22nd Street to Compton”. Project No. (308C).

Project Drawings identified as “Brickline Greenway 22nd Street to 20th Street” dated 05/31/2024”.

Addendum #1 dated 6/19/2024.

Annual Wage Order No. 31 (St. Louis City)

APPENDIX "I" – Insurance Requirements

Insurance shall be provided by a company from BEST, rating "A" or better, and shall be licensed to do business in the State of Missouri. Insurance shall be written for not less than the following:

1. Worker's Compensation \$1,000,000
 Employer's Liability \$1,000,000

2. Commercial General Liability (does not have a contractual limitation endorsement or any endorsement excluding Personal Injury and Advertising Injury or limiting Property damage coverage):
 - a. Bodily Injury - \$1,000,000 per Occurrence
 - \$2,000,000 per Annual Aggregate

 - b. Property Damage - \$1,000,000 per Occurrence
 - \$2,000,000 per Annual Aggregate

 - c. Property Damage Liability Insurance shall not exclude XCU coverage as applicable (i.e., excavation and grading owners).

3. Comprehensive Automobile: Combined Single Limit - \$1,000,000

4. Umbrella Coverage: \$2,000,000

5. R. V. Wagner, Inc., Great Rivers Greenway District, City of St. Louis, BSI Constructors, Inc., and Lamar Johnson Collaborative must be named as an additional insured indefinitely.

6. Certificates of Insurance shall be filed with the Contractor within five (5) days after receipt of this Contract. No Subcontractor shall be allowed to start on site until full insurance coverage is submitted to R. V. Wagner, Inc.

7. Waiver of Subrogation: R. V. Wagner, Inc. and Subcontractor waive all rights against (1) each other and any of their Subcontractors, agents and employees, each of the other and (2) the Owner and any of its subcontractors, agents and employees, for damages caused by fire or other perils covered by property insurance provided under the Prime Contract or other property insurance applicable to the contract work, except such rights as they may have to proceeds of such insurance held by the Owner as fiduciary. The Subcontractor shall require of its subcontractors, agents and employees, by appropriate agreement, written where legally required for validity, similar waivers in favor of other parties endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance interest in the property damaged. Waiver of Subrogation will also apply to the liability policies by endorsement or endorsement equivalent when required by written contract and where applicable by law.

8. Insurance certificate is to be forwarded directly from insurance carrier to R. V. Wagner, Inc.