



REQUEST FOR BIDS

For

Kiener Plaza Wall Fountain (Splash Pad) Repair

SUBMITTAL DUE DATE: May 22, 2025, 1:00 P.M. Prevailing Central Time

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

Questions or information related to this request should be directed to:
Trent Sturms, Operations Supervisor tsturms@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.

The Wall Fountain at Kiener Plaza (also referred to as a splashpad) is a recirculating multi-pump fountain designed to create walls of water and act as a recreational play water feature at Kiener Plaza in Downtown Saint Louis, Missouri. The fountain pumps, electrical components, and controls are located in a below grade prefabricated fiberglass vault. During the 2024-2025 winter the pump room vault was flooded resulting in the need for in-kind replacement of the wall fountain pumps and controls. Great Rivers Greenway is seeking bids for these repairs to the Kiener Plaza Wall Fountain.

Issue Date: 04/29/2025



SCOPE OF WORK

Successful bidder to furnish all materials and labor to accomplish the following:

- Replace twelve (12), two (2) horsepower Feature Pumps
- Replace one (1), three (3) horsepower Filter Pump with new variable speed pump
- Replace twelve (12) feature pump variable frequency devices (VFD)
- Replace variable frequency device (VFD) cabling to twelve (12) Feature Pumps
- Replace all components and wiring of the control panel (including but not limited to new PLC, input and output modules, power supply, load centers, breakers, relays, and terminal blocks. Also, upgrading the network switch to one compatible with fiber)
- Rewire and replace all electrical components in the vaults (including but not limited to all receptacles, switches, lights, fan, chemical pumps, and heat tape)
- Repair all broken plumbing fittings, fill loop and add new valves as close to the water inlet of vault to limit plumbing with standing water after winterization.
- Start Up and Commissioning service
- Fountain installer to include on-site start up supervision and Owner training as required to ensure the Owner's personnel have the capability to operate the equipment.
- All equipment shall be provided with a 1-year warranty, after start up and acceptance. Additional labor costs related to equipment or part defects which are under warranty are also considered covered under this warranty.

See **Exhibit A** for as-built construction drawings.

See **Exhibit B** for original project specifications SECTION 13 12 13 - RUNNER AND WALL FOUNTAIN WATER FEATURE SYSTEMS

Exhibit A is a portion of the as-built construction drawings as delivered by the original contractor at completion of the project. Exhibit B is a portion of the original specifications for this project. These Exhibits are included as reference for existing conditions only and are not intended to change the scope of work above.



INSTRUCTIONS FOR SUBMITTING A BID

All bids must include:

- i. The name and address of the vendor.
- ii. Pricing to furnish and install materials and equipment per scope.
- 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 The District 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 May 8, 2025, at 1:00 p.m. prevailing central time to Trent Sturms, Greenway Operations Supervisor tsturms@grgstl.org. Responses shall be issued no later than May 15, 2025 at 1:00 p.m. prevailing central time to all known plan holders who provided information when downloading the bid packet from the District website.

Bid Submittal

Bid due date is May 22, 2025 at 1:00 P.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 "Kiener Plaza Wall Fountain Repair."



Bids to be addressed to:

Trent Sturms, Greenway Operations Supervisor
Great Rivers Greenway
3745 Foundry Way suite 253
St. Louis, MO 63110

All bids received on time by the District will be publicly opened from the GRG 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. GRG reserves the right to reject any and all Bids submitted.

Bid results will be posted on the District website following bid opening. Bidders will be notified by email once a contractor is selected for the project.

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.

Any contract awarded pursuant to this Request for Bid shall require the consultant to execute and deliver to the District an affidavit confirming the consultant's enrollment in the E-Verify federal work authorization program with respect to its employees, in compliance with Section 285.530 R.S.Mo. as well as a copy of the consultant's E-Verify MOU. Consultants shall not be required to execute the affidavit and supply an E-Verify MOU copy if either (i) the compensation to be paid under the contract is \$5,000 or less, or (ii) the consultant does not have any employees (though an affidavit attesting that the consultant has no employees will still be required).

Any contracts awarded pursuant to this Request for Proposal will require the contracting company to execute and deliver to the District an affidavit certifying that the company and any company affiliated with it, does not boycott Israel and will not boycott Israel during the term of the contract. This paragraph shall not apply if the compensation to be awarded under the contract is less than \$100,000 or if the company has less than 10 employees (though an affidavit attesting that the company has less than 10 employees will still be required). In this paragraph, the terms "company" and "boycott Israel" shall have the meanings described in Section 34.600 of the Missouri Revised Statutes.



District intends to utilize the contract form attached hereto and incorporated as Exhibit C. Consultants should address any material variances from the contract form's terms in their proposal, including but not limited to any proposed variances to the insurance and indemnification provisions. Any contract(s) awarded under this RFP will require consultants to meet the insurance requirements stipulated by the contract.



GRG FORM 1

To: The Great Rivers Greenway District

I, _____, representing
Print Name

Company Name

Phone Number

Address

City

State

ZIP

Submits the following bid for this project with exceptions as noted:

Kiener Plaza

Bid Price (including delivery charges) \$ _____

_____ dollars

Availability Date: _____

Signed, _____

Print name



Exception Sheet

If the item(s) and/or services proposed in the response to this bid is in any way different from that contained in this proposal or bid, the bidder is responsible to clearly identify all such differences in the space provided below. Otherwise, it will be assumed that the bidder's offer is in total compliance with all aspects of the proposal or bid.

Below are the exceptions or differences to the stated specifications (attach additional sheets as needed):

Date: _____

Signature: _____

Title: _____

Company: _____



EXHIBIT A.

As Built Drawings

KIENER PLAZA

St. Louis, Missouri

CLIENT GROUP

City Arch River 2015 Foundation
One S. Memorial Drive, Suite 700
St. Louis, MO 63102
Tel: 314.881.2015

The Great Rivers Greenway District
6174 A Delmar Blvd.
St. Louis, MO 63112
Tel: 314.436.7009

This City of St. Louis
1200 Market Street, City Hall
St. Louis, MO 63103
Tel: 314.622.3535

DESIGN TEAM

LANDSCAPE ARCHITECT
Michael Van Valkenburgh Associates, Inc.
Brooklyn, New York
Tel: 718.243.2044
Fax: 718.243.1293

CIVIL/STRUCTURAL ENGINEER
ABNA Engineering, Inc. (ABNA)
St. Louis, MO
Tel: 314.454.0222

ELECTRICAL ENGINEER
KJWW Engineering Consultants (KJWW)
St. Louis, MO
Tel: 314.645.1132

LIGHTING DESIGNER
Randy Burkett Lighting Design, Inc.
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SOIL SCIENTIST
Olson Associates
Kansas City, MO
Tel: 816.361.1177

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Sign/Seal
STATUS

CONSTRUCTION DOCUMENTS

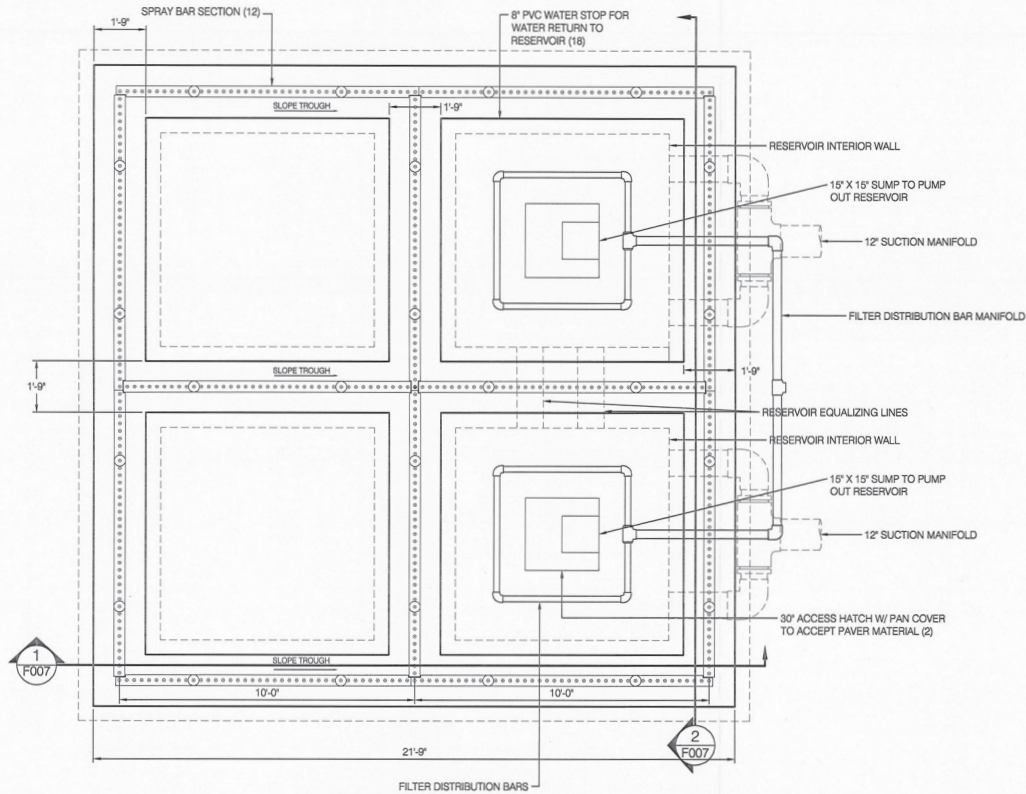
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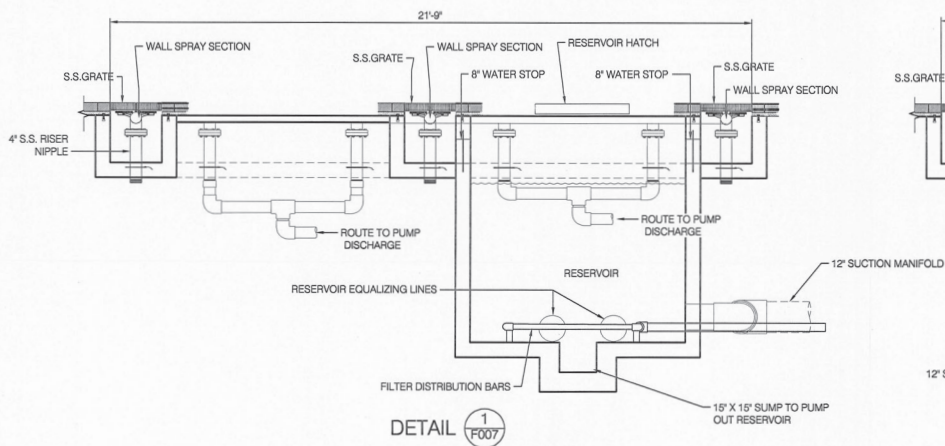
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JOB NUMBER 10001.10 SHEET NO. OF
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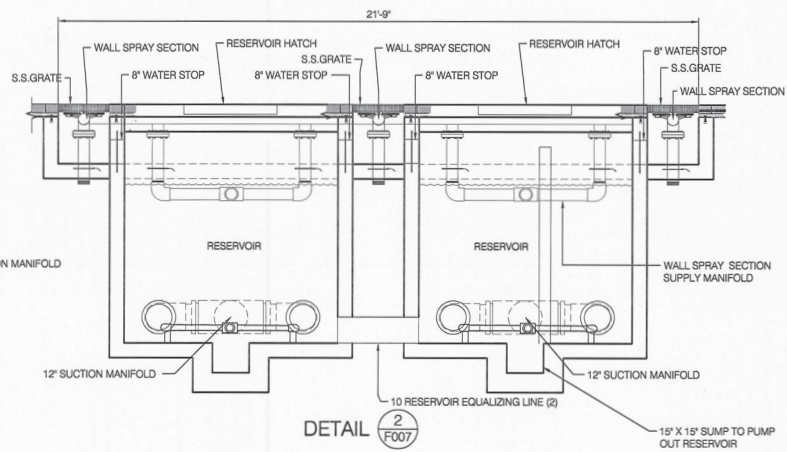
F007



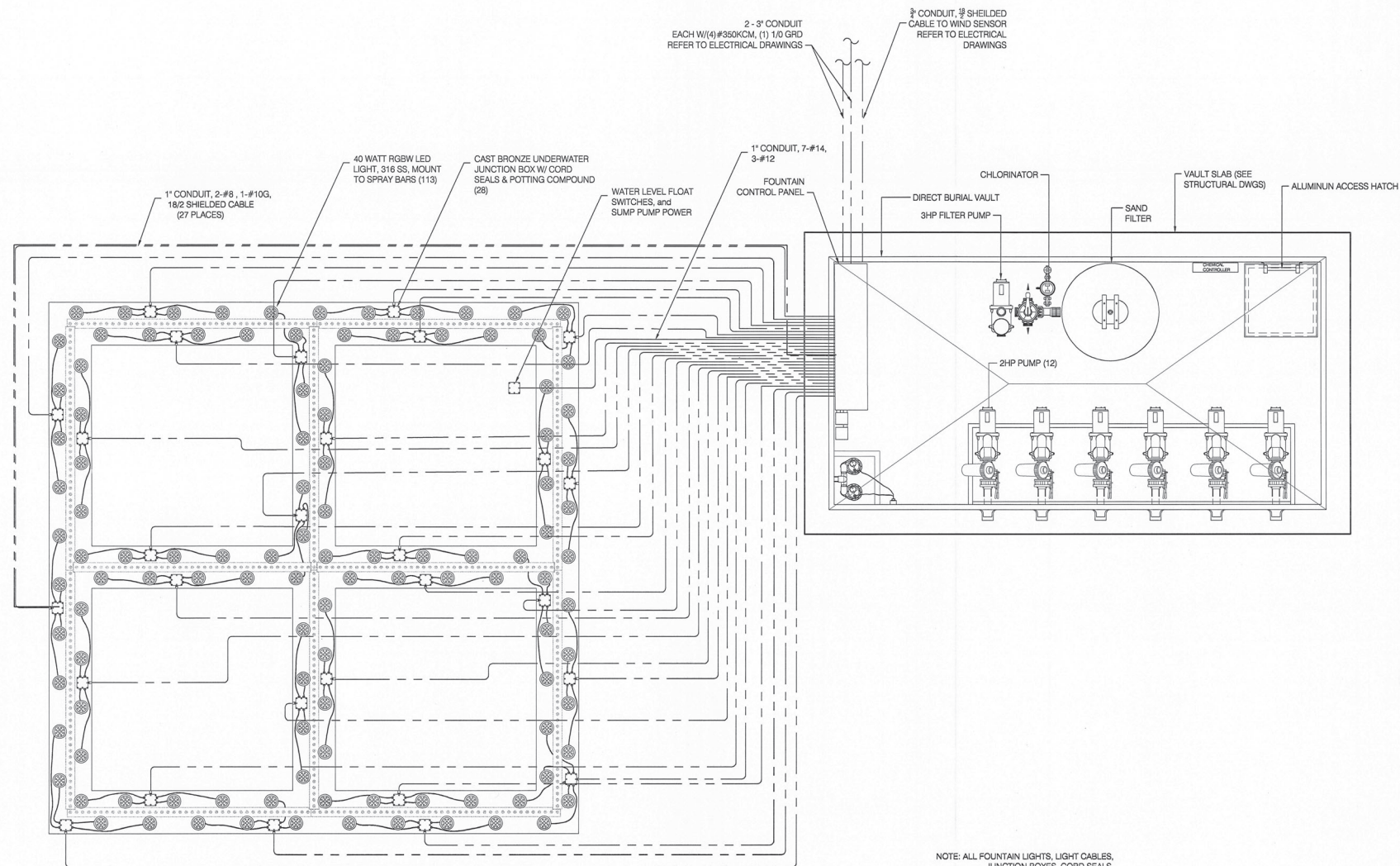
WALL FOUNTAIN PLAN



DETAIL 1 F007



DETAIL 2 F007



NOTE: ALL FOUNTAIN LIGHTS, LIGHT CABLES, JUNCTION BOXES, CORD SEALS, BRASS STUB-UP PIPES, AND POTTING COMPOUND, IS FURNISHED BY WORK CATEGORY #4.

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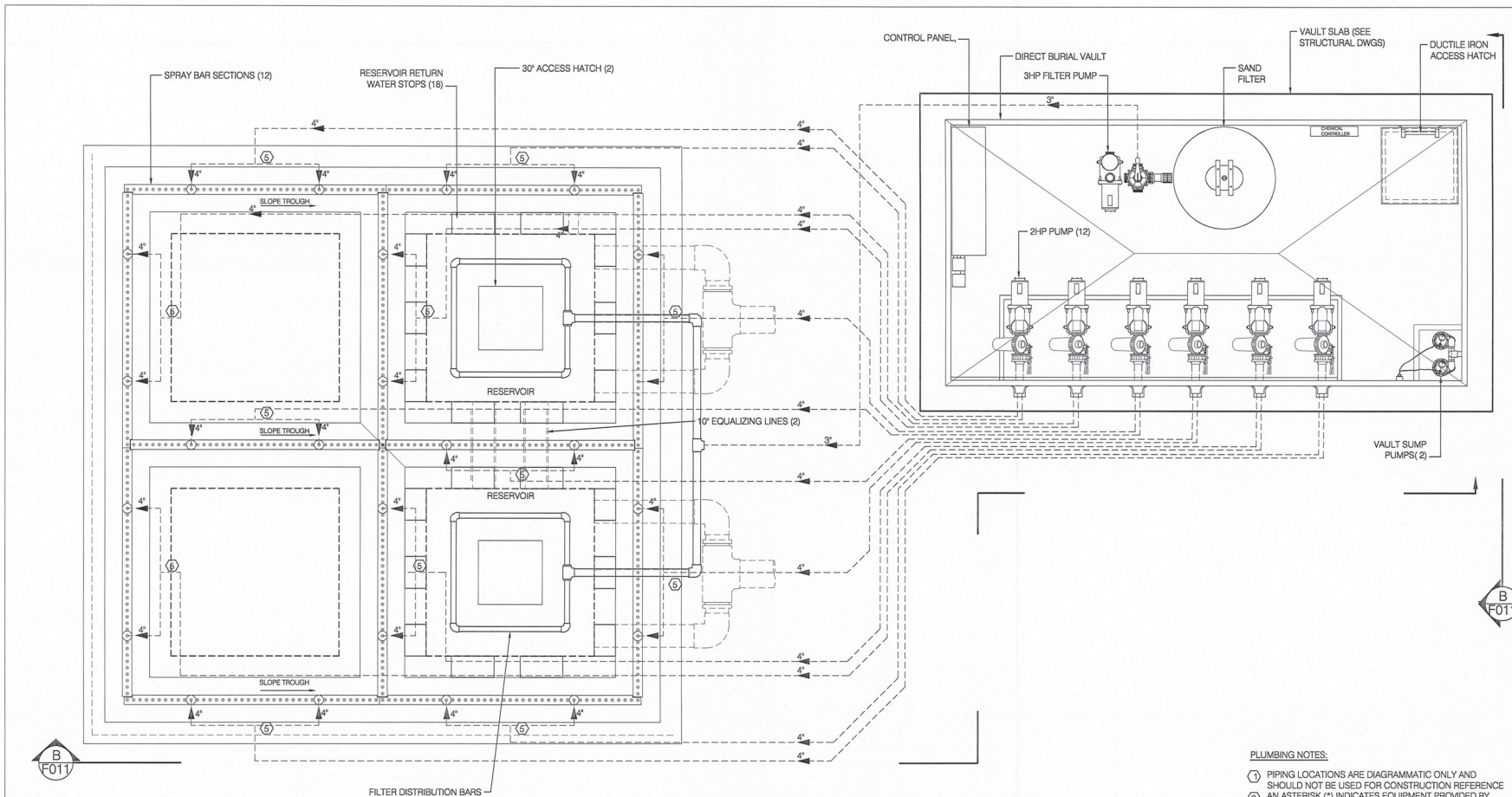
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F008



DISCHARGE PIPING

ELECTRICAL NOTES:

1. ALL METAL IN CONCRETE MUST BE GROUNDED WITH #8 BARE COPPER WIRES TO REBAR. IF REBAR IS EPOXY COATED OR NOT USED, INSTALL GROUND ROD, AND GROUND FITTING TO ROUND.
2. ALL EQUIPMENT MUST BE INSTALLED ACCORDING TO THE N.E.C. AND ANY ADDITIONAL LOCAL CODES.
3. ANY ELECTRICAL PENETRATIONS THROUGH CONCRETE MUST BE RED BRASS PIPE (R.B.P.).
4. AN ASTERISK * INDICATES EQUIPMENT PROVIDED BY HYDRO DRAMATICS, ALL ELSE BY FOUNTAIN INSTALLER.
5. ALL CONDUIT VERTICALLY PLUMB.
6. ALL WIRE INSIDE CONDUIT SHOULD BE THWN COPPER. JUNCTION BOXES MUST BE INSTALLED LEVEL, HAVE SEALED CONDUIT ENTRANCES, AND BE FIED WITH AN APPROVED POTTING COMPOUND.
7. ALL LIGHTING CIRCUITS MUST HAVE SEPARATE NEUTRALS FOR G.F.I. CIRCUITS.
8. ALL CONDUIT AND WIRING TO FOUNTAIN COMPONENTS SHALL BE FURNISHED AND INSTALLED BY ELECTRICAL CONTRACTOR.
9. CONDUIT LOCATIONS ARE DIAGRAMMATIC ONLY AND SHOULD NOT BE USED FOR CONSTRUCTION REFERENCE.
10. DO NOT SCALE DRAWINGS.
11. PLUMBING COMPONENTS ARE SHOWN FOR LOCATION REFERENCE ONLY.
12. ALL ELECTRICAL FITTINGS AND EQUIPMENT SHALL BE LOCATED TO PROVIDE ACCESSIBILITY AFTER ALL ARCHITECTURAL COMPONENTS ARE COMPLETE.

PLUMBING NOTES:

1. PIPING LOCATIONS ARE DIAGRAMMATIC ONLY AND SHOULD NOT BE USED FOR CONSTRUCTION REFERENCE.
2. AN ASTERISK (*) INDICATES EQUIPMENT PROVIDED BY HYDRO DRAMATICS, ALL ELSE BY FOUNTAIN CONTRACTOR.
3. ALL DIRECTIONAL CHANGES IN PIPING SHOULD BE RESTRAINED WITH THRUST BLOCKS.
4. ALL PIPING TEES SHOULD BE EQUAL IN SIZE TO THAT OF THE LARGEST CONNECTED PIPE.
5. ALL PIPING TO BE PIPED EQUAL IN LENGTH, ELEVATION NUMBER OF FITTINGS, ETC. TO PROVIDE EQUAL SUPPLY AND / OR RETURN FROM FITTING OR NOZZLE.
6. ALL PIPING TO FOUNTAIN COMPONENTS TO BE FURNISHED AND INSTALLED BY PLUMBING CONTRACTOR, INCLUDING PIPE, FITTINGS, BOLTS, NUTS, GASKETS AND ANY PIPE SUPPORTS OR HANGERS.
7. ALL SUCTION PIPING SHALL BE SCHEDULE 40 PVC PRESSURE PIPE AND FITTINGS. ALL DISCHARGE PIPING SMALLER THAN 4" SHALL BE SCHEDULE 40 PVC PRESSURE PIPE & FITTINGS. ALL DISCHARGE PIPING 4" AND LARGER SHALL BE SCHEDULE 80 PVC PRESSURE PIPE AND FITTINGS.
8. ALL SUCTION AND DISCHARGE PIPING SHALL HAVE AN UNINTERRUPTED 2% MINIMUM SLOPE BACK TO THE VAULT OR EQUIPMENT ROOM (WHICHEVER APPLICABLE) TO INSURE PROPER DRAINAGE DURING COLD WEATHER. ANY EXISTING CONSTRUCTION SHOULD BE CORE DRILLED, ANY NEW CONSTRUCTION SHOULD BE SLEEVED TO ALLOW LINES TO PASS THROUGH WITHOUT ALTERING THE SLOPE OF THE PIPE. IF A WATER TRAP IS UNAVOIDABLE, EITHER DRAIN VALVES SHOULD BE INSTALLED AT THE LOW SPOT OR PIPES SHOULD BE BLOWN OUT AND PLUGGED TO AVOID FREEZING.
9. ELECTRICAL COMPONENTS ARE SHOWN FOR LOCATION REFERENCES ONLY.
10. DO NOT SCALE DRAWINGS.
11. ALL POOL FITTINGS AND EQUIPMENT SHALL BE LOCATED TO PROVIDE ACCESSIBILITY AFTER ALL ARCHITECTURAL COMPONENTS ARE COMPLETE.

KIENER PLAZA

St. Louis, Missouri

CLIENT GROUP

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Sign/Seal
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F009

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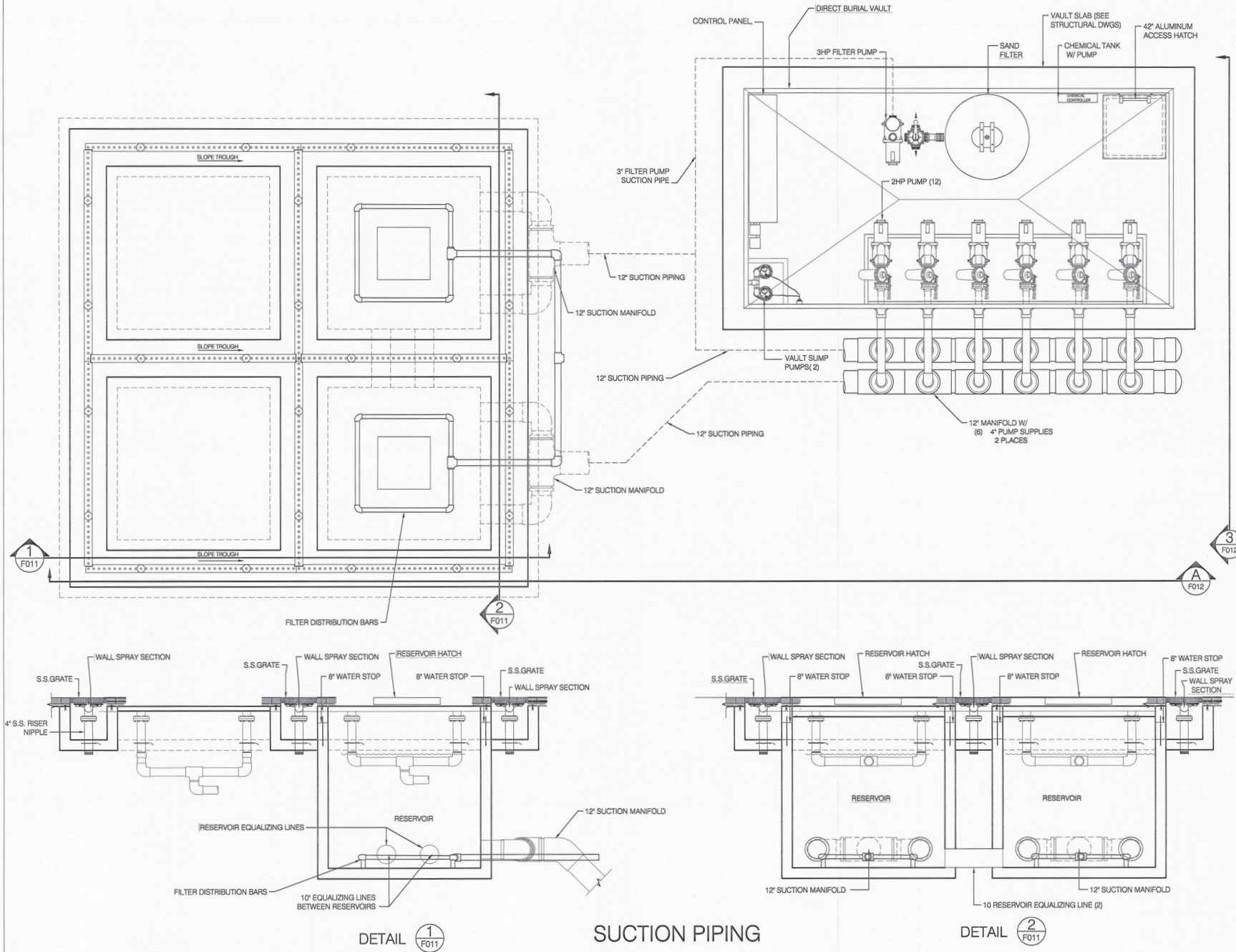
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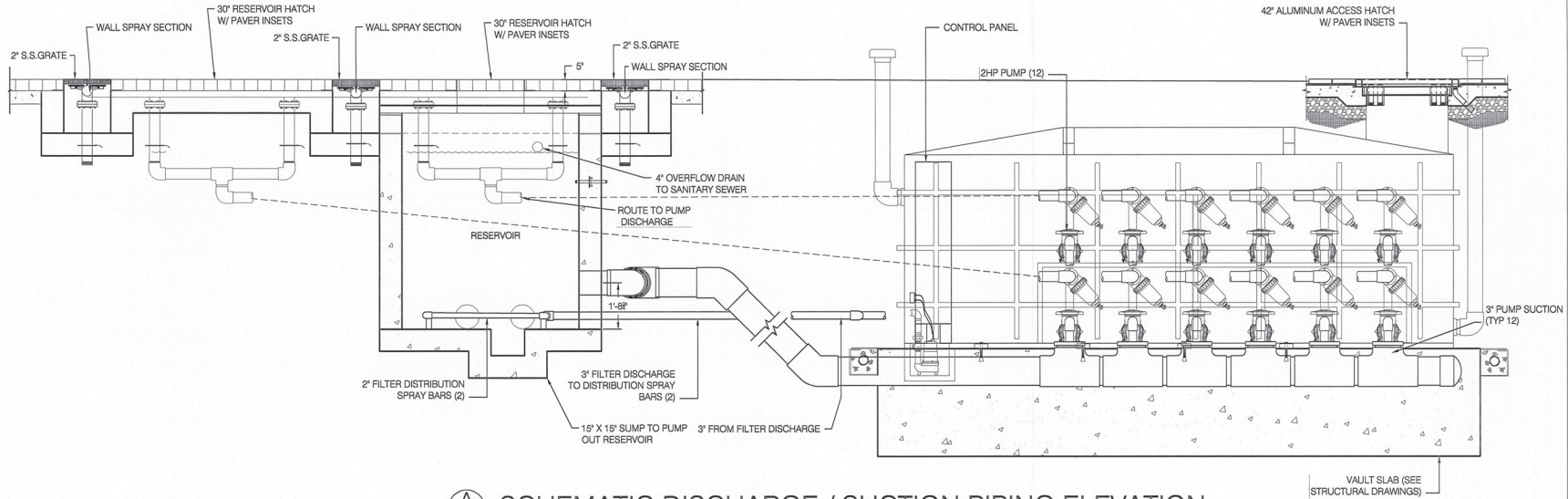
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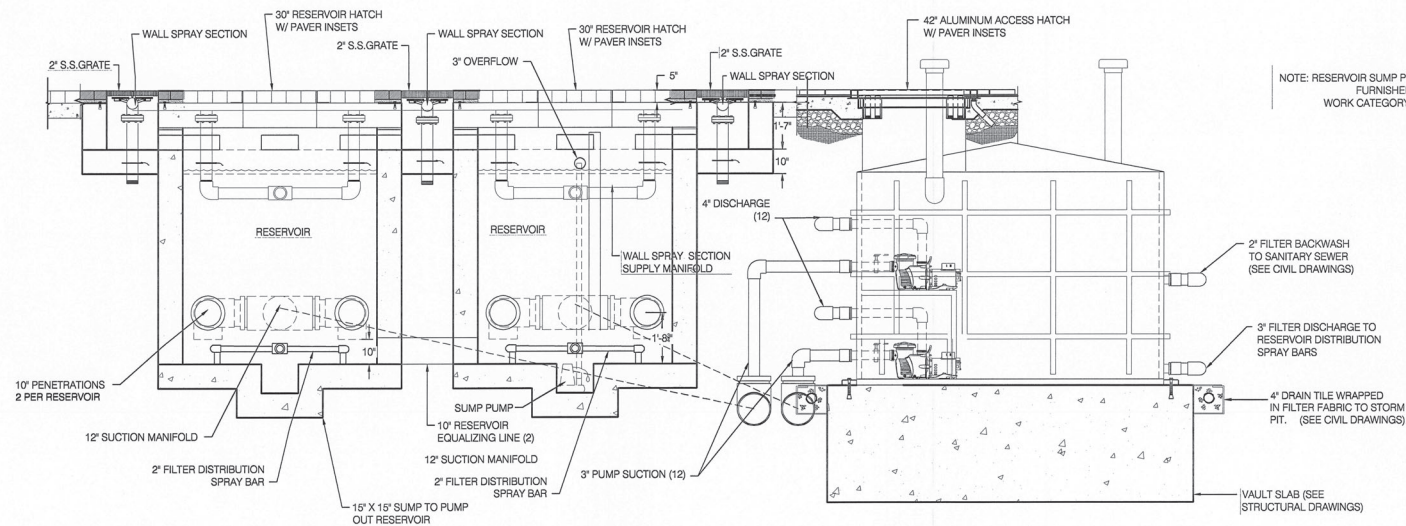
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F010





A
F011 SCHEMATIC DISCHARGE / SUCTION PIPING ELEVATION



B
F011 SCHEMATIC DISCHARGE / SUCTION PIPING ELEVATION

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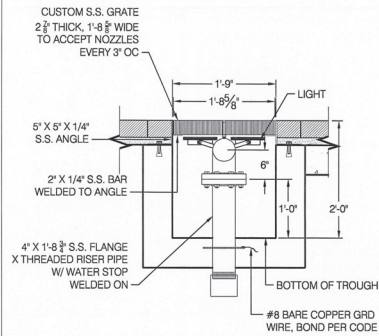
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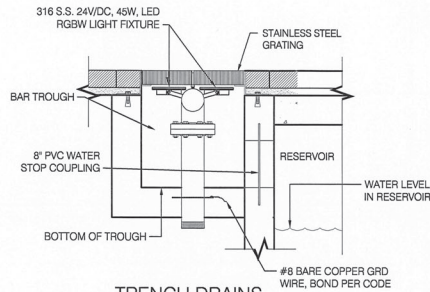
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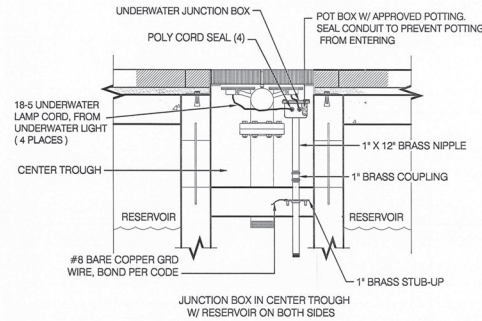
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SPRAY BAR SUPPLY

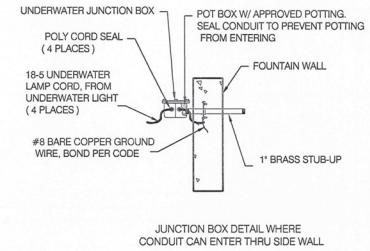


TRENCH DRAINS
INTO RESERVOIRS

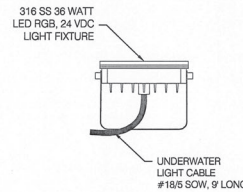
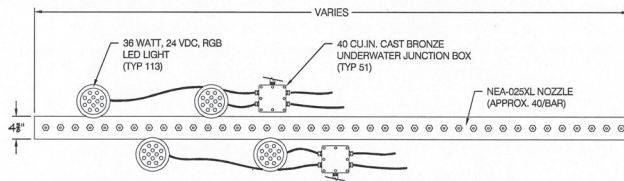


UNDER WATER JUNCTION BOX,
CORD SEAL, & 3/4\"/>

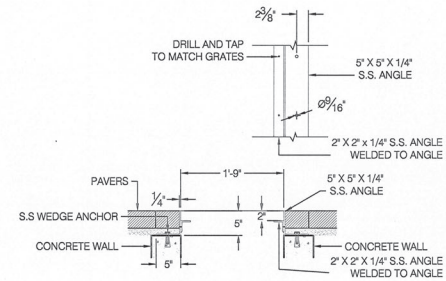
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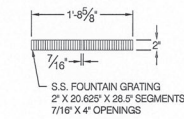
JUNCTION BOX DETAIL WHERE
CONDUIT CAN ENTER THRU SIDE WALL



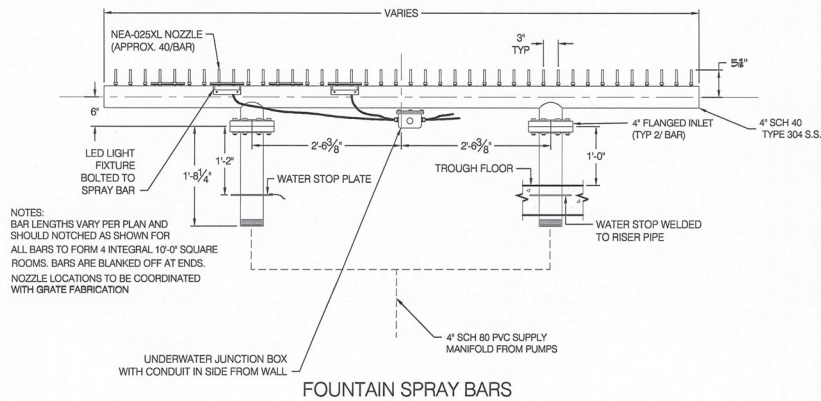
LED LIGHTS
N.T.S.



GRATE ANGLE



FOUNTAIN GRATE



FOUNTAIN SPRAY BARS

WALL FOUNTAIN DETAILS

KIENER PLAZA

St. Louis, Missouri

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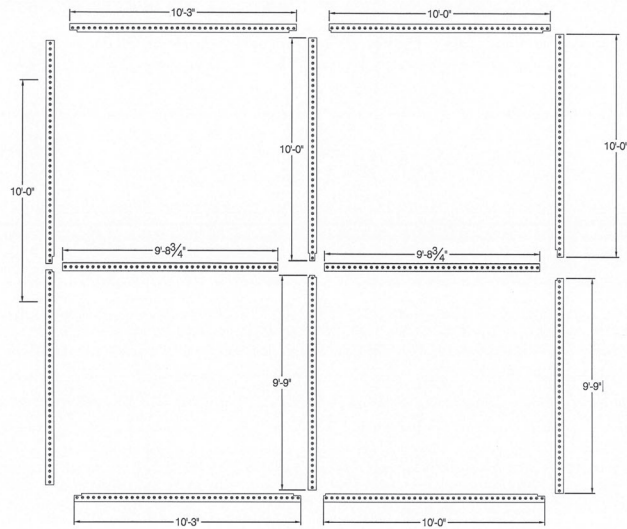
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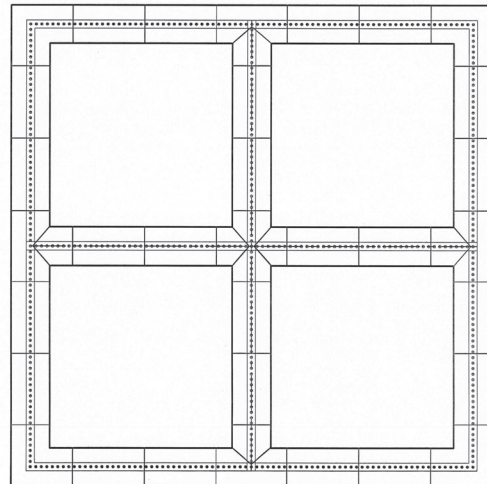
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F012

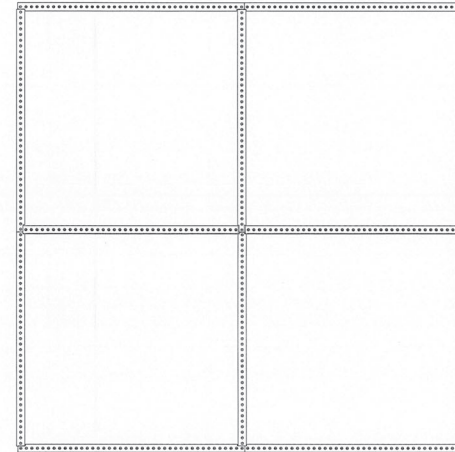


SPRAY BARS DETAILS

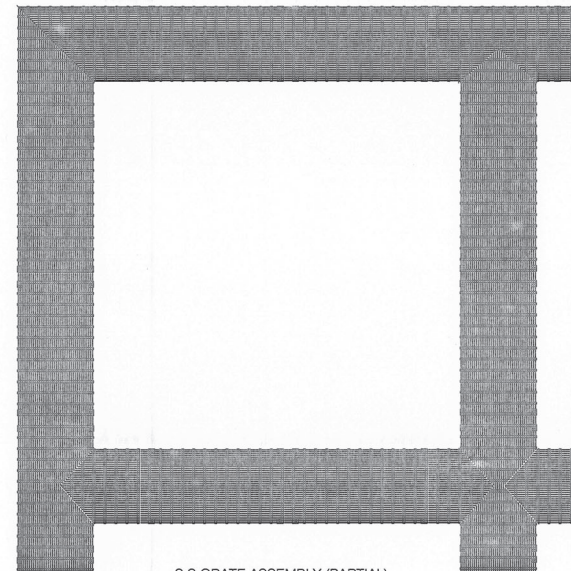


SPRAY BARS & GRATE OUTLINES

NOTES: - BAR LENGTHS VARY PER PLAN AND SHOULD NOTCHED AS SHOWN FOR ALL BARS TO FORM A INTEGRAL 10'-0" SQUARE ROOMS. BARS ARE BLANKED OFF AT ENDS. NOZZLE LOCATIONS TO BE COORDINATED WITH GRATES.



SPRAY BAR ASSEMBLY



S.S. GRATE ASSEMBLY (PARTIAL)

$\frac{3}{4}" = 1'0"$

KIENER PLAZA

St. Louis, Missouri

CLIENT GROUP

City Arch River 2015 Foundation
One S. Memorial Drive, Suite 700
St. Louis, MO 63102
Tel: 314.881.2015

The Great Rivers Greenway District
6174 A Delmar Blvd.
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Tel: 314.436.7009

This City of St. Louis
1200 Market Street, City Hall
St. Louis, MO 63103
Tel: 314.622.3535

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ELECTRICAL ENGINEER
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LIGHTING DESIGNER
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SOIL SCIENTIST
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Tel: 816.361.1177

FOUNTAIN DESIGNER
Hydro Dramatics
St. Louis, MO
Tel: 314.231.9806

IRRIGATION DESIGNER
Landtech Design
St. Louis, MO
Tel: 314.541.2779

Sign/Seal
STATUS
CONSTRUCTION
DOCUMENTS

REVISIONS

NO.	DATE	DESCRIPTION

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DATE 4 January 2016
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F013

KIENER PLAZA

St. Louis, Missouri

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IRRIGATION DESIGNER
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Tel: 314.541.2779



Signature
STATUS

CONSTRUCTION DOCUMENTS

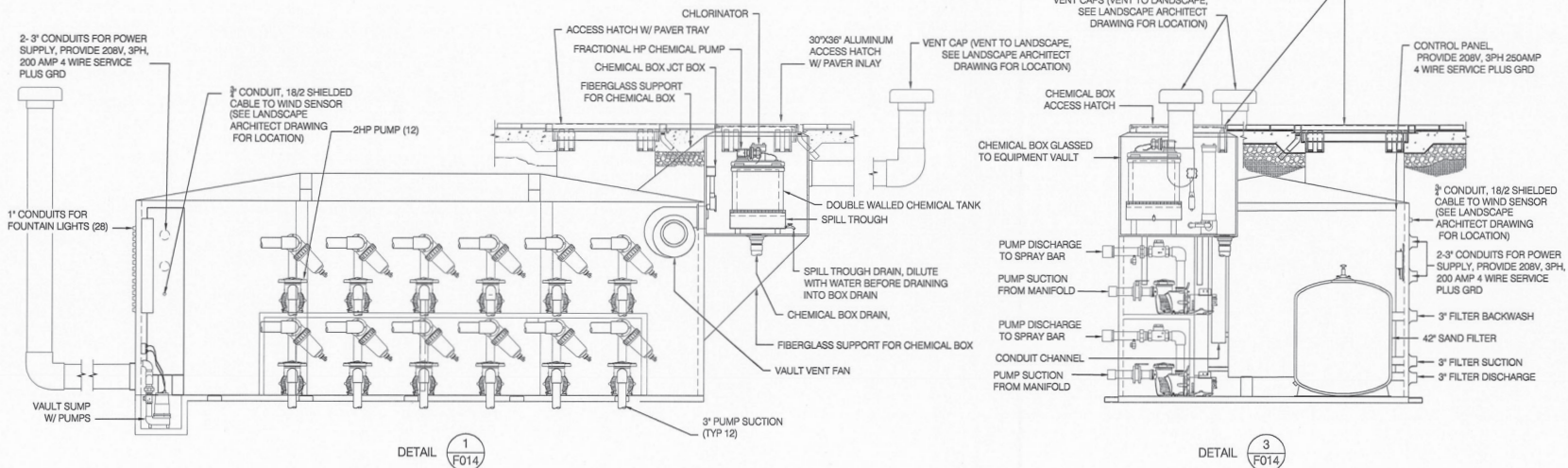
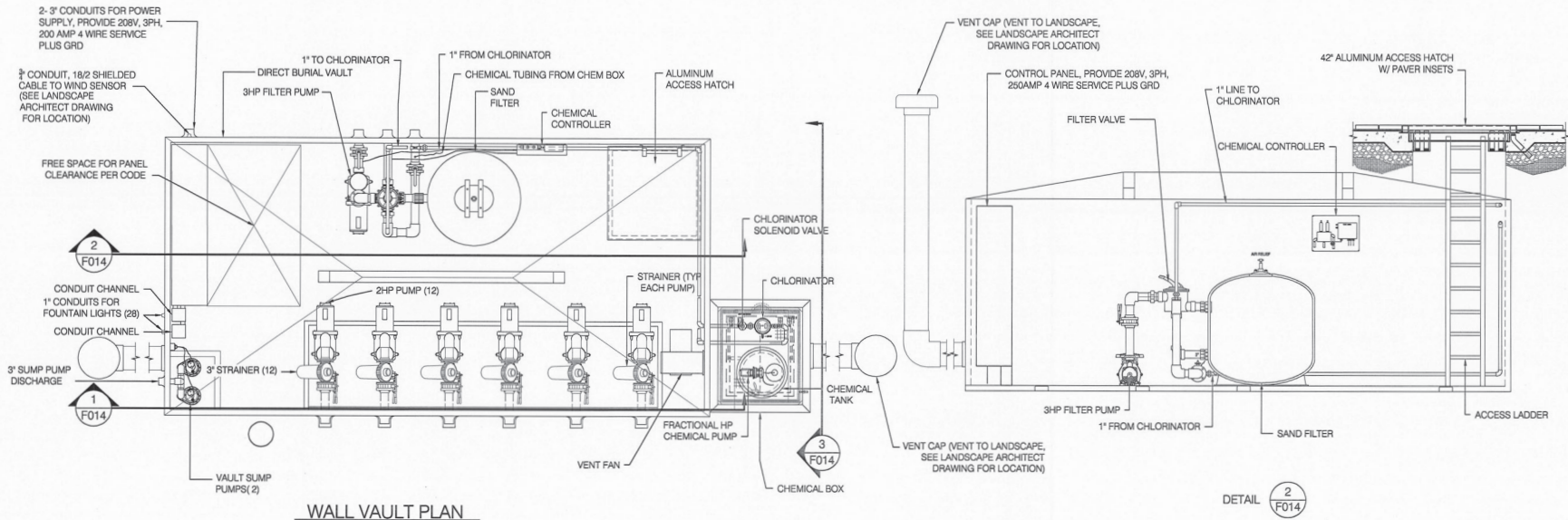
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JOB NUMBER 10001.10 SHEET NO. OF
DATE 4 January 2016
SCALE 3/4" = 1'
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F014



WALL FOUNTAIN EQUIPMENT VAULT

KIENER PLAZA

St. Louis, Missouri

CLIENT GROUP

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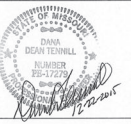
ELECTRICAL ENGINEER
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LIGHTING DESIGNER
Randy Burkett Lighting Design, Inc.
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SOIL SCIENTIST
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FOUNTAIN DESIGNER
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St. Louis, MO
Tel: 314.231.9806

IRRIGATION DESIGNER
Landtech Design
St. Louis, MO
Tel: 314.541.2779



Sign/Seal

STATUS

CONSTRUCTION DOCUMENTS

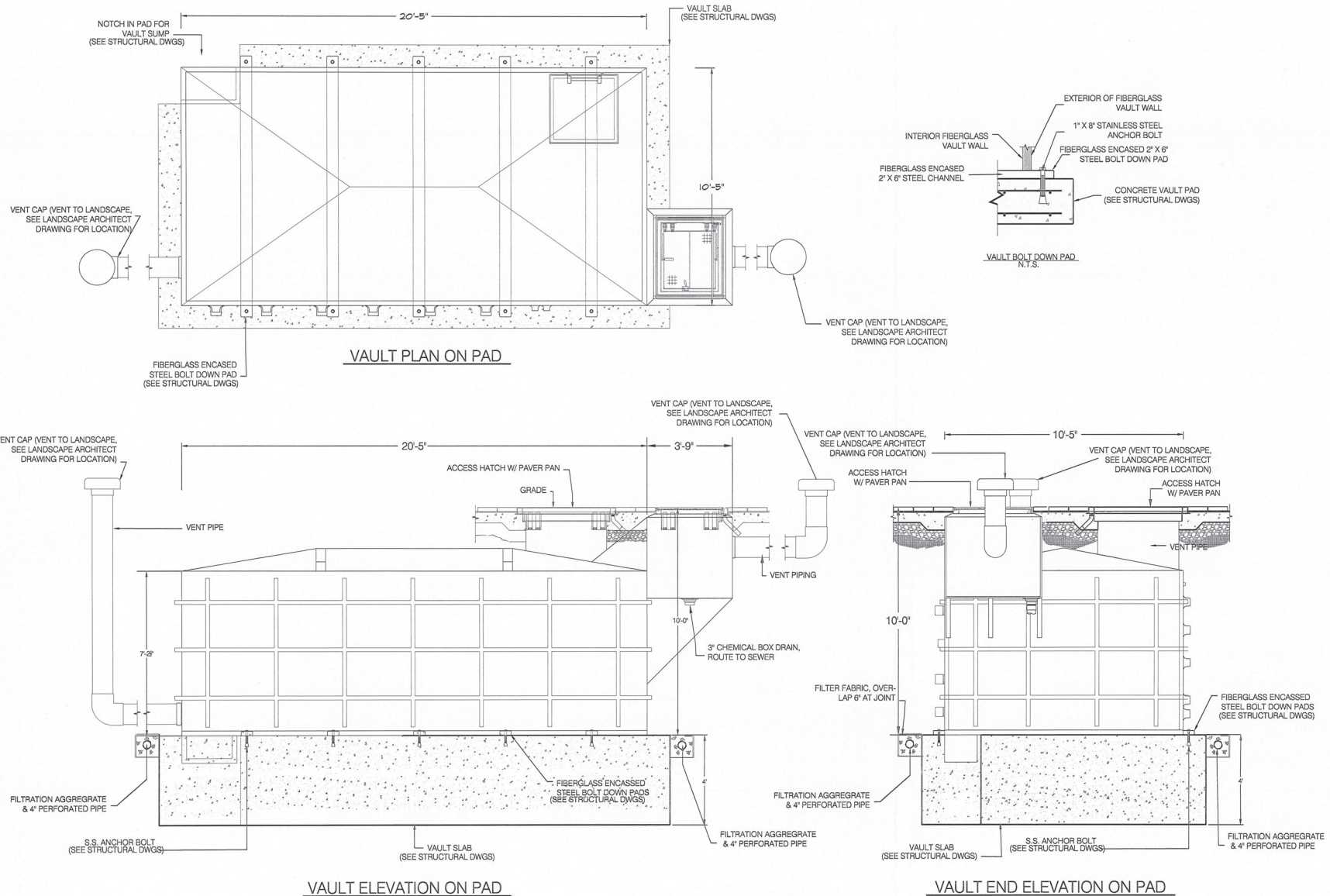
REVISIONS

NO.	DATE	DESCRIPTION

DRAWING TITLE

JOB NUMBER 10001.10 SHEET NO. OF
DATE 4 January 2016
SCALE 3" = 1'
DRAWN BY DEH
CHECKED BY KSF

F015



WALL VAULT



EXHIBIT B

Original Product Specifications

SECTION 13 12 13 - ~~RUNNER AND WALL FOUNTAIN WATER FEATURE SYSTEMS~~

PART 1 - GENERAL:

1.01 DESCRIPTIONS:

- A. Provide a complete decorative fountain system as shown on the drawings and specified herein.

The work includes:

1. Automatic fountain system including piping, fittings, and accessories.
2. Water supply piping, valves, backflow preventer, and fittings.
3. Direct burial fiberglass mechanical vault equipment including: piping, wiring, pumps, motors, controls, isolation valves, basket strainers, electrical controls, water treatment and filtration system.
4. Drain and waste piping, valves and strainers.
5. ~~Fountain Lighting Fixtures, conduits and wiring, and installation.~~
6. Power feed to Vaults, Conduit and wiring.
7. System start-up, adjustment, and testing.
8. ~~Excavating and back filling fountain system work.~~
9. ~~Associated exterior plumbing, wiring, and accessories to complete the system.~~
10. Piping water stop fittings.

- B. Related requirements specified elsewhere:

1. General requirements: Division 1 sections.
2. Section 26 – Mechanical
3. Section 27 – Electrical
4. ~~Section 32 14 00 – Site Stone Work~~
5. ~~Section 32 31 00 – Site Ornamental Metals~~
6. ~~Section 03 30 00 – Cast in Place Concrete~~
7. ~~Section 07 14 18 – Cold Fluid Applied Waterproofing for Fountain~~
8. ~~Section 31200 – Earthwork~~
9. Section 33 10 00 – Service Line Connections and Valves
10. ~~Section 33 30 00 – Sanitary Sewerage~~
11. ~~Section 33 41 00 – Storm Drain Piping~~

1.02 QUALITY ASSURANCE:

- A. Acceptable manufacturers subject to compliance with requirements:

1. Hydro Dramatics, Fountain Division of Missouri Machinery and Engineering Co.
St. Louis, MO 63104, Phone 314-231-9806.
- 2.. Southern Aquatics, 150 Hilden Road, Suite. 305. Ponte Vedra,
Fl. 32081 Ph – 904-824-1110, Fax-904-824-1120
3. Brookside Contracting, 5027 State Road H, DeSoto, MO 63020, (314) 602-7777

4. Or Approved Equal.
- B. Provide a complete fountain system as supplied by a single source manufacturer and designer of decorative fountains.
- C. Manufacturer's qualification: The firm shall have a minimum of 10 years' experience with a satisfactory record of performance for designing, supplying, and completing fountains of comparable size and complexity. Workmanship and equipment shall be of the highest quality.
- D. Substitutions of water feature materials shall require written approval by the Architect. Installers offering substitutions shall submit three (3) copies of the following with the bid documents. Submittal of documents does not guarantee approval.
 1. Complete water feature system flow diagram.
 2. Complete water feature electrical control panel ladder logic diagrams.
 3. A complete bill of materials along with specifications cuts of proposed substitute items.
 4. A written description of the water feature's operational system.
 5. A written performance guarantee by the alternate system manufacturer certifying that the alternate system will meet the specified performance requirements.
 6. Failure to submit for prior approval of substitutions will be grounds for rejection.
- E. Materials, equipment, and methods of installation shall comply with all applicable codes and standards including:
 1. National Fire Protection Association (NFPA), National Electrical Code.
 2. American Society for Testing and Materials, (ASTM).
 3. National Sanitation Foundation, (NSF).
 4. Underwriters Laboratories, (UL).
- F. ~~Excavating, backfilling, and compacting operations: Comply with requirements as specified in Section 31 20 00 Earthwork.~~
- G. ~~Obtain in writing Architect's acceptance of installed and tested fountain system.~~

1.03 SUBMITTALS:

- A. Submit the following in accordance with Section 01 33 00 Submittals.
 1. Manufacturer's Literature: Materials and installation instructions for each of the system components.
 2. ~~Shop Drawings~~ and Submittals:
~~Shop drawings for the complete decorative fountain system.~~ Include piping layout and details illustrating location and types of fountain specialties, valves controls, wiring, and list of equipment. ~~Drawings shall be original and not copied from contract document set.~~ Submittals include one digital set. Include with the submittals a power requirement calculation sheet.

3. Material samples:
Furnish upon request.

~~B. Provide fountain system record drawings.~~

- ~~1. Legibly mark drawings to record actual construction.~~
- ~~2. Identify field changes of dimension, piping, basin, any detail and changes made by Change Order.~~
- ~~3. Identify each nozzle as corresponds to valve and circuit.~~
- ~~4. Indicate piping and specialty, horizontal and vertical locations referenced to permanent surface improvements using fountain plans as base sheets.~~
- ~~5. As Constructed Record Drawings. See Section 01 77 00 Close Out Documents.~~
- ~~6. O & M manuals: Prior to final inspection and fountain system acceptance, submit written operating and maintenance instructions (4) copies, and (1) Digital, and obtain Architect's approval for same in writing. Provide to Owner's appointed maintenance personnel instruction in proper use, programming and monitoring of fountain system.~~

1.04 DELIVERY, STORAGE AND HANDLING:

0

- A. Deliver fountain system components in manufacturer's original undamaged and unopened containers with labels intact and legible.
- B. Deliver plastic piping in bundle, packaged to provide adequate protection of pipe ends, both threaded and plain.
- C. Store and handle materials to prevent damage, theft, and deterioration.
- D. Provide secure, locked storage for valve, nozzles, lights, and similar components that cannot be immediately replaced, to prevent installation delays.

1.05 FOUNTAIN OPERATION:

~~A. Runner Water Feature Equipment and Effects Consisting of:~~

- ~~1. 38 foot diameter pool with owner supplied sculpture installed in the center. Pool water depth to be approximately 12" deep. Surrounding the sculpture from a below grade spray ring will be 38 cascade jets to produce a frothy white 4' high wall of water. All of the fountains water display and filtration will be done by pumps & filters located in a direct burial fiberglass vault located close to the fountain.~~
- ~~2. The wall of water will be illuminated from (19) 40 watt LED RGBW wet/dry underwater lights. The sculpture itself will also be illuminated by (6) 54 watt LED RGBW wet/dry underwater lights. Lighting shows shall be as directed by Lighting Consultant and Construction Manager. A minimum of eight sequenced lighting shows and twelve single color shows such as "Cardinal Red" and "Blue's Blue." Capacity shall be available to double these shows. Show selection to be accessible from Programmable Controller Touch Screen and clearly identified.~~

~~B. Runner Direct Burial Fiberglass Vault Consisting of:~~

- ~~1. Direct burial pumping system shall be in a vault with walls, floor, and roof that are to be constructed from 2" thick foam sandwiched between two 1/4" thick fiberglass reinforced polyester sheets with steel support beams for floor and roof. System shall be factory designed, fabricated and tested with all mechanical and electrical equipment furnished and installed (as shown on drawings) and wired at factory. Unit shall be provided with slip or threaded coupling connections externally for all pipes. Unit shall be approximately 8' 0" x 8' 0" x 9' 0" H with a 36" square lockable access hatch, thermostatically manually controlled forced air ventilation system, vent caps, valves sized and selected for application; SCH 80 PVC piping; entry ladder, sump pump, feature pump, filter pump, sand filter, fill loop w/ solenoid fill valve, variable speed drive, overhead light, service outlet, and a pre-wired U. L. listed control panel. As manufactured by Hydro Dramatics, or approved substitute.~~
- ~~2. One (1), 208 Volt, 3 phase, feature pump, with basket strainer, variable speed control, throttling valves and isolation valves, sized to provide 120% of the G.P.M. and T.D.H. required to supply the water feature effects as described.~~
- ~~3. One (1) 208V, 3 phase, filter pump with integral basket strainer capable of 100 GPM at 60 TDH.~~
- ~~4. One (1) sand filter sized to allow 125% of the required flow rate to treat the entire volume of water at a minimum rate of once every 2 hours.~~
- ~~5. Off-line chlorinator with 9lb capacity of 3" tablets.~~
- ~~6. Automatic fill loop working in tandem with the level sensor in the water feature.~~
- ~~7. All valves required for proper flow control and maintenance of system.~~
- ~~8. Vault is to be anchored to a concrete ballast slab that is sloped towards vault floor drains.~~

C. Water Wall Feature Equipment and Effects Consisting of:

- ~~3. Feature consists of a 20 foot square center line spray bar system beneath stainless steel H20 rated grating. Additional spray bars and grating will divide this area into four rooms. Each wall will be on a separate pump and variable speed drive whereby a Programmable Logic Controller (PLC) will sequence the pumps to cycle raising the walls in various patterns and heights to allow individual rooms to be formed. The spray bars will have nozzles with .187" orifices and be spaced 3" apart. The stainless steel grating will have less than 1/2" opening between bars. The grating and spray bars shall be coordinated for the nozzles to line up vertically between the grate bars. These walls of water will be illuminated by (111) 40 watt LED RGBW wet/dry underwater lights. All of the fountains water display and filtration will be done by pumps & filters located in a direct burial fiberglass vault located adjacent to the fountain. The required water supply will be stored in two concrete reservoirs located inside and below two of the Fountain Rooms. This feature is to be built in strict accordance to local and state health codes pertaining to Interactive Water Features. Submittals and Permits, if required are to be coordinated with Construction Manager.~~

D. Water Wall Direct Burial Fiberglass Vault Consisting of:

3. ~~Direct burial pumping system shall be in a vault with walls, floor, and roof that are to be constructed from 2" thick foam sandwiched between two 1/4" thick fiberglass reinforced polyester sheets with steel support beams for floor and roof (if required) by size of vault. System shall be factory designed, fabricated and tested with all mechanical and electrical equipment furnished and installed (as shown on drawings) and wired at factory. Unit shall be provided with slip or threaded coupling connections externally for all pipes. Unit shall be approximately 10' 0" x 20' 0" x 9' 0" H with a 36" minimum square lockable access hatch, thermostatically\ manually controlled forced air ventilation system, vent caps, valves sized and selected for application, SCH 80 PVC piping, entry ladder, sump pump, feature pump, filter pump, sand filter, fill loop w/ solenoid fill valve, variable speed drive, overhead light, service outlet, and a pre-wired U. L. listed control panel. As manufactured by Hydro Dramatics, or approved substitute.~~
 4. Twelve (12), 2 HP, 208 Volt, 3 phase, feature pump, with basket strainer, variable speed control, throttling valves isolation valves, and discharge strainer sized to provide 120% of the G.P.M. and T.D.H. required to supply each water wall as described.
 3. One (1) 208V, 3 phase, filter pump with integral basket strainer capable of 96 GPM at 60 TDH to turn over the water supply a minimum of once every 30 minutes.
 3. One (1) sand filter sized to allow the required flow rate to treat the entire volume of water at a minimum rate of once every 30 minutes.
 4. Automatic Chemical Controller to monitor and feed chemicals to maintain Free Chlorine and pH levels as set forth in local Swimming Pool Codes
 5. Automatic fill loop working in tandem with the level sensor in the water feature reservoir.
 6. All valves required for proper flow control and maintenance of system.
- E. Water Feature Controls:
1. All water feature equipment and functions to be controlled by a Type 4x UL listed control panel located in the in the above mentioned vault. There is to be a permanent 3'-6" minimum amount of clearance in front of the panel. Panel door is to be able to open a minimum of ninety degrees.

1.06 PROJECT CONDITIONS:

- A. ~~The contractor shall, at his expense, locate, excavate and verify the alignment and depth of all underground utilities as shown or inferred on the drawings. Protect existing utilities, paving, and other facilities from damage caused by fountain installation operations.~~
- B. Promptly repair damage to adjacent facilities caused by fountain system work operations. All damage to adjacent facilities resulting from work covered in these specifications will be repaired at the Contractor's expense.
- C. Protect new and existing trees, plants, lawns, and other features designated to remain as part of the final landscape work.
- D. Promptly repair damage to finish grades, lawn areas, and planting caused by fountain system

work operations. All damage to grades, lawns and planting resulting from work covered in these specifications will be repaired at the Contractor's expense.

- E. ~~Promptly notify the Architect in writing of unexpected sub-surface conditions.~~
- F. ~~Coordinate fountain work with other trades to avoid conflicts and permit all trades to perform their work in a timely manner.~~

PART 2 - PRODUCTS:

2.01 MATERIALS:

A. General:

1. Where practical, the product of a single manufacturer for each type of material shall be used throughout all work specified under this section.
2. Provide all special tools required for proper operation and maintenance of equipment provided under this section. Deliver to Construction Manager.
3. Furnish four hard back three-ring binders containing all bulletins, operating and maintenance instructions and parts lists and other pertinent information for each and every piece of equipment furnished under this section. Include service telephone number. Index binder into sections and label for easy reference. Deliver to Construction Manager.
4. Provide factory personnel for one-day start-up supervision and training of Fountain Owner's staff.

B. Pipe and fittings:

1. Piping materials to conform to codes of dominant inspecting authority
2. All pipe and fittings shall be identified by the manufacturer to indicate material, class or type, size and pressure rating.
2. Copper tube and fittings:
 - a. Tube:
Type K seamless, conforming to ASTM B-88. Drawn temper for use with solder type fittings. Dead soft for use with compression fittings, conforming to ASTM B-75.
 - b. Fittings:
Wrought copper or cast bronze solder joint type fittings conforming to ASTM B-75 and
ANSI B16.22. Brass compress fittings for copper tubes conforming to SAE CA377 and SAE CA360. Propress Fittings
 - c. Copper fill loop fittings to be by Propress or approved equal.
3. Brass pipe and fittings:
 - a. Pipe: Standard weight, conforming to ASTM B-43, threaded ends.
 - b. Fittings: Class 125 cast bronze threaded conforming to ASTM B-62 and ANSI 16.22.
4. PVC pipe and fittings:
 - a. All suction piping shall be schedule 80 PVC ASTM-D-1785 pressure pipe and

fittings. All discharge piping smaller than 4" shall be schedule 40 PVC ASTM-D1785 pressure pipe and fittings. All discharge piping 4" and larger must be schedule 80 PVC ASTM-D-1785 pressure pipe and fittings.

b. Fittings:

Standard schedule 40 or 80, as specified. Schedule 40, socket welded connections shall conform to ASTM-D-2466, threaded connections may not be used. Schedule 80, socket welded connections shall conform to ASTM-D-2467, threaded connections shall conform to ASTM-D-2462. Solvent cement shall conform to ASTM-D-2564.

5. ~~Stainless Pipe for Spray Rings and Spray Bars~~

~~a. Pipe: All Spray Ring/Bars shall be fabricated from Schedule 40 Type 304 Stainless Steel pipe. Special precaution must be taken to prevent welds and handling methods to cause rust on products. All parts to be passivated after completely fabricated. Any rust areas shall be re-treated to eliminate.~~

~~b. Fittings: Flanges shall be Class 125 Type 304 Stainless Steel~~

C. Valves:

1. PVC Ball Valve:

True Union ball valve, pressure rated 150 P.S.I. at 70°F, PVC, full-port ball valve tru-union fittings. As manufactured by Hayward TBB series or approved substitute.

2. Fill Loop Solenoid Valve:

Bronze valve with 120 volt, 8 Watt solenoid, with adjustable slow closing action, test mechanism, a minimum operating pressure of 2 P.S.I. and a maximum operating pressure of 150 P.S.I. as manufactured by Granzow # 21WN8KB250MR, 1" or 21WN8KB400MR, 1½" or approved substitute of equal size.

3. Lug Type Butterfly Valve:

125/150# Lug type cast iron BFV of one piece uni-body construction with one piece extended neck, resilient seat molded in o-ring, & Nylon coated disc. 4 inch or smaller shall be lever operated, 5 inch and larger or for throttling shall be gear operated as. manufactured by ABZ 397, for Sch 80 piping, series or approved substitute.

4. Swing Style Check Valves:

a. 2" and smaller shall be:

Threaded, bronze swing check valve Webstone Series 10500 or approved substitute.

b. 3" and larger shall be:

125# ductile iron, elastic swing check valve, BUNA-N with steel and fabric reinforcement as manufactured by S.F. series CXF125IV or approved substitute.

5. Brass Ball Valve:

Threaded two (2) piece bronze body, standard port openings, blowout proof stem, TFE packing with adjustable stem packing gland, free floating chrome plated brass ball with zinc plated handle for dry location installations and stainless steel handle for wet location installations as manufactured by RUB, S95FF series or approved substitute.

6. Brass Globe Valve:
Threaded bronze class 125 bronze globe valve with threaded bonnet, rising stem, bronze disc as manufactured by Watts series B-4000 or approved substitute.

D. Pumps & Filters

- ~~1. Runner Feature Pump:
20 hp, 208V, 3 PH, 60 cycle end suction pump with 6" discharge by 8" suction, capable of 1500 GPM at 31' TDH, model number 0375-6R as manufacture by Weinman pumps or approved equal.~~
- ~~2. Runner Filter Pump:
Fiberglass reinforced 1 1/2hp, 208V, 3 PH, 60 cycle pump with closed impeller, single speed motor, one bolt stainless steel clamp for quick access for any required service and strainer basket with a see through cover for visual inspection. Capable of 90 GPM @ 60 TDH. As manufactured by Pentair, Whisper Flow WFK-6, or approved substitute.~~
- ~~3. Runner Sand Filter:
NSF rated 30 1/2 inch diameter sand filter with polymeric molded tank (rated at 50 PSI), 2" top mount, seven position multi-port valve, and pressure gauge: as manufactured by Hayward Pro series model # S310T2 or approved substitute.~~
4. Wall Feature Pump:
Fiberglass reinforced 2hp, 208V, 3 PH, 60 cycle pump with closed impeller, single speed motor, one bolt stainless steel clamp for quick access for any required service and strainer basket with a see through cover for visual inspection. Capable of 100 GPM @ 60 TDH. As manufactured by Pentair, Whisper Flow XFK-8, or approved substitute
5. Wall Filter Pump:
Fiberglass reinforced 3hp, 208V, 3 PH, 60 cycle pump with closed impeller, single speed motor, one bolt stainless steel clamp for quick access for any required service and strainer basket with a see through cover for visual inspection. Capable of 120 GPM @ 60 TDH. As manufactured by Pentair, Whisper Flow XFK-12, or approved substitute.
6. Wall Sand Filter:
NSF 50 rated 42 inch diameter sand filter with corrosion resistant polyester tank (rated at 50 PSI), 2" face piping mount, seven position multi-port valve, and pressure gauge.
Schedule 80 PVC face and internal piping: as manufactured by Neptune Benson Legacy Series model # 42CCFG-3, or approved substitute.
7. Filter Sand:
#20 high purity silica sand with an effective size of 45 mm to 55 mm as manufactured by Aqua Quartz or approved substitute.

E. Specialties:

1. Water Stop Couplings:

- a. Up to 3" water stop couplings can be threaded 304 stainless steel, brass, or pvc (slip x slip), with grounding screw (metal waterstop only), unless noted otherwise, sized as shown on drawings, as manufactured by Hydro Dramatics or approved substitute.
- b. Above 3" water stop couplings are to be from pvc, slip x slip unless noted otherwise, sized as shown on drawings, as manufactured by Hydro Dramatics or approved substitute.

2. 15" Anti-Vortex Sump and Plate:

Plate shall be Stainless Steel with welded legs. Sump shall be of fiberglass construction 15" in diameter with a 1½" tall opening and 6" x socket outlet connection. Fasteners to be stainless steel or silicone bronze. As manufactured by AccuWright Fiberglass Model HDDP-15-S6 or approved substitute.

3. Pressure\ Compound Gauges:

Stainless steel case, 2 1/2" liquid filled pressure gauges with ¼" bottom connection. Gauges shall be sized for operation at approximately 50% of full scale. Combination gauges shall be installed on suction of display pumps. Pressure gauges shall be installed on discharge of display pumps and on manifolds. As manufactured by Ametek Series 656 or approved substitute.

4. Fill Loop:

1 1/2" copper fill loop with by-pass, completely assembled from pro-press copper fittings & valves with ¾" hammer arrester, 1" slow closing solenoid valve, ¾" hose bib and factory leak tested, and as manufactured by Hydro Dramatics or approved substitute.

~~5. Runner Electronic Water Level Control:~~

~~Conduit mount electronic water level sensor with quick fill, safe-off, and maxi level control combination, float housing to have ¾" conduit connection and be made from extruded plastic; brass, copper, and stainless steel fitted. Gasket and seal shall be neoprene. Level switch shall be reed relay enclosed in plastic, magnetically actuated float with 1" (25mm) level adjustment. Voltage: 24VDC, .05Amp. Non-inductive. As manufactured by Crystal Fountains #ESG-300 or approved equal.~~

~~6. Wall Fountain Aluminum Access Hatch:~~

~~36" square cover and frame with smooth plate reinforced for 150psf live load. Cover designed with 1" fillable pan for field installation of architectural flooring material, extruded aluminum frame with built in anchor flange around the perimeter, a continuous heavy duty type 316 stainless steel hinge, type 316 stainless steel slam lock with fixed interior handle and removable exterior turn / lift handle. Latch release is protected by a flush, gasketed, removable screw plug. Unit to have compression spring operators enclosed in telescopic tubes and automatic hold open arm with grip handles release. Runner Fountain Hatches to be factory modified for H2O Load. As manufactured by Bileo Type TER or approved substitute.~~

7. Variable Speed Drive:
Variable torque, six programmable digital inputs, UL Listed, 2 analog inputs, alpha-numeric cover display for all programming and display of speed, volts, amps, temperature, hour usage and faults. NEMA 1 enclosure. To be integrated inside the Fountain Control Panel. As manufactured by ABB, Series ACS310/ACS550, or approved substitute.
- ~~8. Runner Chlorinator:
An in-line NSF approved chlorinator shall be installed in the equipment room. Unit shall be totally sealed when in normal operation and have adjustable feed rate dial. The chlorinator shall be as manufactured by Rainbow, Model # 320C, or approved substitute.~~
9. Brass Pipe Saddle:
Brass hinged type pipe saddle cast from certified 85-5-5-5 waterworks brass and machined to rigid specifications. The upper & lower castings are permanently hinged together with a silicone bronze pin and as manufactured by Ford Brass Saddles model S71-XXX or approved substitute.
- ~~10. Runner Stainless Steel Spray Ring:
18' diameter stainless steel spray ring made from 6", sch40, 304 stainless steel. Ring will be supplied in four flanged pieces. Each piece will have a 6" threaded inlet. Flanges, flange gaskets & stainless steel bolts & nuts provided with ring. The ring will have 38 1/2" riser pipes with welded water stops and supplied with 38 1/2" cascade nozzles with swivels to be installed on risers after installation.~~
- ~~11. Runner Direct Burial Vault
Direct burial pumping system shall be in a vault with walls, floor, and roof that are to be constructed from 2" thick foam sandwiched between two 1/4" thick fiberglass reinforced polyester sheets with steel support beams for floor and roof (if required) by size of vault. System shall be factory designed, fabricated and tested with all mechanical and electrical equipment furnished and installed (as shown on drawings) and wired at factory. Unit shall be provided with slip or threaded coupling connections externally for all pipes. Unit shall be approximately 8' 0" x 8' 0" x 9' 0" H with a 36" square aluminum H20 rated, access hatch, thermostatically manually controlled forced air ventilation system, vent caps, valves sized and selected for application, SCH 80 PVC piping, entry ladder, sump pump, feature pump, filter pump, sand filter, fill loop w/ solenoid fill valve, variable speed drive, overhead light, service outlet, and a pre-wired U. L. listed control panel.~~
- ~~12. Runner Spray Ring LED Light:
24VDC/40W, LED, RGBW wet/dry light with marine grade 316 stainless steel body, and 9' of UL listed #18/5 SOW cable. Light to have (10) 4 in 1 diodes w/ 25-degree beam angle, tempered glass flush lens, listed wet or dry and supplied with stainless steel mounting shroud stand, and replaceable lamp boards, as manufactured by Unmei International model UL316-36-40 RGBW or approved equal.~~

~~13. Runner LED Light:~~

~~24VDC/40W, LED, RGBW wet\ dry light with marine grade 316 stainless steel body, and 9' of UL listed #18/5 SOW cable. Light to have (10) 4 in 1 diodes w/ 25 degree beam angle, tempered glass flush lens, listed wet or dry and supplied with stainless steel mounting shroud stand, and replaceable lamp boards, as manufactured by Unmei International model UL316-36-40 RGBW or approved equal.~~

~~14. Wall Fountain Direct Burial Vault~~

~~Direct burial pumping system shall be in a vault with walls, floor, and roof that are to be constructed from 2" thick foam sandwiched between two 1/4" thick fiberglass reinforced polyester sheets with steel support beams for floor and roof (if required) by size of vault. System shall be factory designed, fabricated and tested with all mechanical and electrical equipment furnished and installed (as shown on drawings) and wired at factory. Unit shall be provided with slip or threaded coupling connections externally for all pipes. Unit shall be approximately 10' 0" x 20' 0" x 9' 0" H with a 42" square aluminum access hatch with paver insets, thermostatically\ manually controlled forced air ventilation system, vent caps, valves sized and selected for application; SCH 80 PVC piping; entry ladder, sump pump, feature pump, filter pump, sand filter, fill loop w/ solenoid fill valve, variable speed drives, LED light controls, overhead light, service outlet, and a pre-wired U. L. listed control panel and automatic chemical monitor/feed control. Vault shall have separate Chemical Feed pump and tank compartment as shown on drawings with double wall tanks, spill containment skids and drainage. Forced air from vault system to go through Chemical Compartment prior to exiting vault. This compartment to have separate aluminum access hatch with paver insets.~~

~~15. Wall LED Light:~~

~~24VDC/40W, LED, RGBW wet\ dry light with marine grade 316 stainless steel body, and 9' of UL listed #18/5 SOW cable. Light to have (10) 4 in 1 diodes w/ 25 degree beam angle, tempered glass flush lens, listed wet or dry and supplied with stainless steel mounting bracket to mount to spray bars, and replaceable lamp boards, as manufactured by Unmei International model UL316-36-40 RGBW or approved equal.~~

16. U.L. Listed Conduit Mounted Junction Box:

Box to be of heavy cast bronze construction with neoprene gasket, internal ground lugs and silicone bronze or stainless steel hardware as manufactured by Crystal Fountains Series #EBJ-2xx or approved equal.

17. Junction Box Cord Seals:

Construction of threaded connector, compression nut, and friction washer shall be plastic with neoprene molded compression seal. As manufactured by Heyco IM3200 series or approved equal.

18. Water Stop Nipple:

12" long red brass or stainless steel pipe with a flange 3 times pipe size, brazed all around in the center and supplied with a liner clamp. Size and quantities as shown on drawings as manufactured by Crystal Fountains #EPA series or approved equal.

19. ~~Potting Compound:~~

~~3M "Scotchcast 2123 re-enterable encapsulate or approved substitute.~~

20. Wall Fountain Chemical Controller

An automatic chemical controller will continuously monitor the water quality including pH, and ORP. As chemicals are required, this control will power solenoid valves to allow the chlorinator and pH Acid pump to dose chemicals as required to maintain the set points. As manufactured by CAT, model #2000, or approved substitute.

21. Wall Fountain Chlorinator:

An in-line NSF approved chlorinator shall be installed in the equipment room. Unit shall be totally sealed when in normal operation and have adjustable feed rate dial. The chlorinator shall have a 1" solenoid control valve to activate chlorinator when Chemical Controller requires Chlorine addition. As manufactured by Rainbow, Model # HC3330, or approved substitute.

22. Wall Fountain Acid Pump and Tank

Tank system includes a 15 gal. double walled mini captor tank with 8" vented manway. A single head adjustable output pump. Unit is shipped pre-assembled. Pump is capable of 0.5 to 10.0 gallons per day up to 100 psi. Max operating temp of 125 degrees, max suction lift of 25'. Has a 1/30hp, 120V shaded pole motor with 6' power cord. Accessory kit included with each pump consisting of 3 connecting nuts, 3- 1/4" ferrules, injection valve, weighted suction line strainer, 20' tubing, additional pump tube, additional latches (2), mounting bracket & manual. Tank will be as manufactured by Snyder Industries part # 10200002n-45 or approved equal. Pump to be as manufactured by Stenner pumps model 45M2 or approved substitute.

23. Anemometer

Black plastic wind propelled signal generator. Shall be mounted on a 3/4" steel conduit as directed by Landscape Architect and Fountain Consultant. As manufactured by Hydro Dramatics, Model #FWS-10030, or approved equal.

24. Fiberglass Basket Strainer:

Fiberglass strainer housing are scheduled fiberglass reinforced plastic construction, pressure tested to 50 PSI. Features include: quick opening latches, see thru clear acrylic lid and stainless steel perforated basket. Fiberglass and stainless steel components assure that all wetted parts will not rust. As manufactured by Neptune Benson Model FO series or approved substitute.

25. Wall Fountain Strainers

Fiberglass reinforced Polypropylene Y-Strainer with 8 mesh SS Screen and FKM (Viton Type) gaskets. Model LSM300-08 as manufactured by Banjo, or approved substitute.

26. ~~Wall Fountain Grating Support Angle~~

~~Support angles to be 5" X 5" X 1/4" Type 304 SS that is bolted to the structural slab. Grate support to be 2" X 2" X 1/4" that is welded to 5" angle on bottom of leg, and through holes every 2 feet.~~

~~27. Wall Fountain Grating~~

~~Stainless Steel Trench grating is to be fabricated from B-9 wire with 7/16 slot and U-clips on 3" centers with 1/4" X 1 5/8" notched inserts and mounting tabs. Shop drawings, fabrication and installation must be coordinated with spray bar fabrication and installation to insure that nozzles spray through slots in grating. As Manufactured by Hendrick Architectural Products or approved substitute.~~

G. Control Panel:

1. Fountain Panel:

Each Vault shall have a Control Panel for its associated Fountain that is 508A U.L. listed and of a unified design with all electrical control components Installed and pre-wired to coded terminal strip. Panel shall include: control and lighting power distribution panel board; control and lighting circuit breakers including GFCI's; control and lighting relays and contactors; motor starters with thermal overload protection, level control relay, time clocks, selector switches, all in a TYPE 4X, fiberglass or Stainless Steel enclosure.

a. Programmable Logic Controller:

PLC shall be door mounted with integral HMI keypad and digital display screen. Unit shall have a minimum of nine digital inputs, six digital outputs and one analog input. Additional digital and analog outputs shall be supplied with necessary expansion modules. PLC will control time clock, low water, LED Color changing, and sequencing functions. V570 series as manufactured by Unitronics or approved substitute.

b. Panel boards:

Shall be U.L. Listed and meet Federal Specification W-P-115b, Type 1, Class 1 and as follows:

Designed for plug-on type circuit breakers. Rated for minimum 10,000 amps RMS short circuit current. Furnished in single phase 3 wire or three phase 4 wire main lugs as specified.

c. Circuit Breakers:

Breakers shall be U.L. Listed and as follows:

Designed for plug-on installation. Rated for minimum 10,000 amp RMS interrupting capacity. Provide visible trip indication. Ground fault circuit interrupter breakers shall be Class "A" designed for "people protection" and rated to trip when a fault current to ground is 6 milliamperes or more. Breakers shall be as manufactured by G.E. THQL Series (THQL-GFI Series for GFCI) or approved substitute.

d. Control Relay shall be U.L. Recognized:

Shall be selected and sized as necessary.

General purpose control relays shall be as follows:

Multiple with tubular terminals. Contacts rated at 10 amps. As manufactured by Square-D, Type KP or approved substitute.

- e. Selector Switch U.L. Listed:
One (1) per pump. Shall be selected and sized as necessary . Selector switches can be Virtual Switches as displayed on PLC Touch Screen, or, Switches shall be U.L. Listed. Switches shall be as follows:
Designed for oil tight/watertight operation. Non-illuminated with black knob operator and legend plate. Provided with 10 amp contact blocks. as manufactured by S & S, series D7 or approved substitute.
- f. Panel Enclosures:
Enclosures rated TYPE 4x shall be as follows:
Construction: Fiberglass reinforced plastic molded housing. Door: Hinge mounted, clamp secured and furnished with hasp and staple for padlocking. Gasket: Oil-resistant attached with oil-resistant adhesive and held in place with steel retaining strips. Back plate: Steel and mounted on raised studs.
- g. DMX Playback Device:
Each Fountain shall have lighting shows programmed in the PLC. Serial RS232 or Ethernet Communication with send instructions to DMX converter, Model DMX 4000 as manufactured by Hydro Dramatics or approved equal.

PART 3 EXECUTION:

3.01 General:

- A. Install all equipment specified herein and/or shown on the approved shop drawings in strict accordance with the manufacturer's instructions and recommendations unless otherwise noted.
- B. All trades including: Electrical, Plumbing, Concrete, Masonry, Ornamental Metals and Waterproofing shall coordinate their work to provide the best product possible.

3.02 Preparation:

- A. The Contractor shall be held to have visited the site and to have compared the same with the drawings and specifications covering this work, and to have satisfied himself with the conditions existing at the site and/or shown on the drawings which affect or are affected by the work, and as to all other matters which may be incidental to the work described in these specifications and/or shown on the drawings before delivery of this Bid. He shall assume all responsibility therefore.

3.03 Installation:

- A. Pipe:
 - 1. Provide flanges or unions as indicated and as necessary to allow and reinstallation of any item of equipment or accessory without cutting, welding or soldering.
 - 2. Cut pipe into measurements established at the site. Work into place without springing or forcing.

3. Protect all openings in piping during construction to prevent entrance of foreign matter.
4. Cut pipe and tubing ends square. Remove rough edges and burrs so that a smooth and no obstructed flow will be obtained.
5. Close or short nipples should be used only where shown on the Drawing, or absolutely necessary to satisfy dimensional constraints.
6. Make changes in pipe size using reducing fittings. Use bushings only if shown on the drawings.
7. Connections to equipment or accessories shall be screwed for sizes 2" smaller, flanged for sizes 2½" and larger.
8. Arrange exposed piping straight, parallel and perpendicular to the walls of the structure unless, otherwise shown on the Drawings.
9. Whenever two or more pipes are installed in parallel, allow sufficient space for required welding, soldering, painting, and/or the application of insulation.

B. Pipe Joints:

1. Cut all threads accurately, axis of thread coinciding with axis of pipe.
2. No more than two threads shall show beyond fittings.
3. Make up joints with Teflon tape or pipe dope compound.
4. Remake leaky joints with new materials.

C. Copper and brass pipe and tubing:

1. Clean surfaces to be jointed of oil, grease, rust, and oxides before assembly or heating.
2. Apply an appropriated flux to each joint surface and spread evenly. Apply heat with an oxyacetylene torch.
3. Make up all joints using non-corrosive flux and 95-5 solder, ASTM B32 Grade A

D. PVC pipe:

1. Bevel all pipe ends with a coarse file or beveling tool.
2. Clean surfaces to be joined of all loose dirt and moisture from the I.D. and O.D. of the pipe end and the I.D. of the fitting socket.
3. Apply a coating of appropriate primer to the entire I.D. surface of the fitting socket and to an approved equal area on the O.D. of the pipe end.
4. Apply solvent cement using an appropriate natural bristle brush as follows:
 - a. Apply a liberal coating of cement around the entire depth of the socket surface, avoiding excessive cement application.
 - b. Apply a second liberal coating onto the pipe end.
5. Immediately after cementing, insert the pipe into the fitting to the full socket depth while rotating the pipe or fitting one quarter turn. Hold joint together for at least 15 seconds after joining to make sure pipe does not back out of socket.
6. Do not solvent weld pipe if atmospheric temperature is below 40 degrees F or above 90 degrees F, or if it is raining.
7. Discard cement when an appreciable change in viscosity takes place or if cement is lumpy or stringy. Do not thin. Cement must be used before the expiration date shown on container.

8. All systems shall be left in good operating condition. If defects of materials or workmanship in piping systems or equipment are disclosed as a result of these tests an operation, repairs shall be made by the Contractor, using new materials, and all defective materials shall be repeated until a satisfactory test has been made.
9. No caulking or screwed joints, cracks, or holes will be acceptable. Replacing shall be the full length of defective sections of pipe. Defective apparatus shall be removed from the site and replaced by apparatus conforming to the requirements of these requirements. The entire cost of repairs and replacements shall be borne by this Contractor.

E. Wiring Materials:

1. Electrical conductors connected to equipment having a tendency to cause noise or vibration, shall be installed in flexible conduit not to exceed four feet in length. All flexible conduit subject to moisture shall be covered with watertight plastic and all connections shall made with watertight fittings.
2. All other electrical conductors shall be installed in rigid conduit unless otherwise specified or indicated on the drawings. All connections shall be made with approved fittings.
3. All conduit located within the pool and all stub-ups through the pool floor shall be red brass pipe, type K copper tubing of full hard temper, or Everdur.
4. All interconnecting conduits outside the pool shall be steel, P.V.C. or other material approved for application.
5. All connections between dissimilar metals shall be made with dielectric fittings.
6. Minimum conduit size shall be 3/4" unless otherwise specified or indicated on the drawings.
7. All wire, flexible cord, cable and/or conductors shall be selected as to size, type, current carrying capacity, voltage and insulation based on intended service, and shall conform to the latest ASTM and IPECA specifications and standards.
8. All connecting and terminating devices used for making connections, taps and/or splices shall be as approved for application.
9. All junction and/or pull boxes located outside the pool shall conform to applicable codes and shall be of sufficient size, suitable design and approved construction to meet the conditions and requirements involved.

F. Installation of Electrical Work - In Pool:

1. The Contractor shall furnish and install all conduit, fittings, boxes, wiring and other electrical equipment located within the fountain pool.
2. All connections to junction boxes in the pool shall be made tight with thread sealant. All junction boxes and deck boxes shall be potted with paraffin or approved equivalent prior to filling the fountain pool.

G. Installation of Conduit:

1. All wiring shall be in conduit installed and sealed in accordance with the best modern practice, except that flexible cord approved for submersible application shall be used between underwater pool light fixtures and underwater junction boxes.
2. All conduit located in finished areas shall be concealed unless otherwise specified or indicated on the drawings.
3. The ends of all conduits shall be cut square and shall be carefully reamed to remove rough edges.
4. Open ends of conduit shall be kept closed with approved conduit seals during construction.
5. Where conduit enters a box or other fitting, a bushing shall be provided to protect conductors from abrasion.
6. Where junctions, bends, or offsets are required, for exposed runs of conduit, fittings shall be provided. Fitting covers shall be accessible. Bends will not be permitted around corners of beams, walls, or equipment.
7. Thread less couplings and/or connectors used with conduit shall be made tight. Where installed in wet locations or where buried in concrete or other fill, thread less couplings and connectors shall be suitable for preventing water from entering the conduit. Running threads will not be permitted.
8. Sliding expansion joints with bonding straps shall be furnished where conduits cross building expansion joints or as otherwise required.
9. Bends in conduit shall be made so that the conduit is not damaged and such that the inside diameter of the conduit will not be effectively reduced. No more than the equivalent of four 90-degree bends shall be used on any single run of conduit between outlets and/or other fittings.
10. All concealed and/or exposed conduit shall be supported in an approved manner.

H. Installation of Conductors:

1. All conductors shall be installed in conduit after all conduits, except exposed conduit with removable conduit seals, has been installed as a complete raceway system.
2. All debris and moisture shall be removed from all conduit, boxes, and other fittings before installing conductors. Cleaning agents or materials used as lubricants that might have a deteriorating effect on conductor coverings shall not be used.
3. The connection of conductors to terminals shall be made using approved connectors. Wires in panel cabinets, pull boxes, and wiring gutters shall be neatly grouped and fanned out to the terminals.
4. Care shall be taken to protect conductors from damage caused by further mechanical work completed after conductors have been installed. Damaged conductors shall be replaced.
5. All circuits fed by ground fault interrupters shall have their own separate neutral wire. No common neutrals will be acceptable.

I. Conductor Color Coding:

1. All conductors (600 volts and under) shall be color-coded and numbered. Color continuity being maintained throughout the project.

2. Color-coding shall be as follows: Phase "A" shall be "Black", Phase "B" shall be "Red", Phase "C" shall be "Blue", "Neutral" shall be "White", and "Grounding Conductors" shall be "Green".
- J. ~~Excavating, Trenching and Backfilling:~~
- ~~1. The Contractor shall perform all excavating, trenching and backfilling specified, as indicated on the plans and/or as required for the installation of the work under this section.~~
 - ~~2. Trenched shall be excavated and underground conduit shall be laid and supported in accordance with the best modern practice.~~
 - ~~3. Prior to lowering into the trenches, all conduit fittings and accessories shall be inspected for defects and all defective, damaged or unsound conduit shall be replaced.~~

3.04 TEST AND ADJUSTMENTS:

- A. This Contractor shall test all equipment installed by him, as necessary, to show that it complies with all requirements specified. Testing shall be done as approved by the Contracting Officer.
- B. All water piping systems shall be pressure tested at 150% of operating pressure or 75 p.s.i. minimum for discharge lines, 30 p.s.i. minimum for suction lines, and 15 p.s.i. minimum for drain lines, for a period of not less than 4 hours, and proven free of leaks or other defects, prior to and after backfilling and concrete pours.
- C. All electrical circuits, feeders, and equipment shall be tested and proven free of improper grounds, open circuits or shorts, as required by the public authorities, to demonstrate compliance with codes or laws.
- D. The Contractor shall place the installation in operation and make tests, adjustments, and corrections, until it is shown to be in proper operating condition.

3.05 GUARANTEE:

- A. In entering into a contract covering this work, each contractor accepts the specifications and drawings and guarantees that the work will be performed in accordance with the requirements of the specifications and drawings, or such modifications to said specifications and drawings, as may be made in the contract documents.
- B. Each Contractor further guarantees that the workmanship and material will be of best quality procurable, and that none but experienced workmen, familiar with each particular class of work, will be employed.
- C. Each Contractor further agrees to hold himself responsible for any defects which may develop in any part of the entire system, including equipment as provided for under this specification, due to faulty workmanship, design or material and to replace and make good, without cost to the Owner, any such faulty parts or construction that may develop at any time within one year from the date of the final acceptance. Any repairs or replacements required because of defects, as outlined in this clause, are to be made promptly and approved in writing by the Owner.

3.06 CLEAN-UP:

- A. Upon completion of the work of this section, the Contractor shall remove from the sites all rubbish, trash, and debris resulting from the operations, remove all used equipment and implements of service, and leave the entire area involved in a neat, clean, and acceptable condition as approved by the Owner.
- B. All soiled, abraded or discolored surfaces of decorative fountain work shall be cleaned, polished and left free from blemishes or defects.
- C. All water pipe lines shall be flushed free of debris.

END OF SECTION

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EXHIBIT C

Draft Contract

PROFESSIONAL SERVICE AGREEMENT
(_____ Greenway)

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

1. **Scope of Work.** The **CONSULTANT** agrees to perform the services described in Exhibit A, which is attached hereto and made a part hereof (the “**SCOPE OF WORK**”). Any additional services to be performed by **CONSULTANT** outside of those services described in Exhibit A will require a written amendment signed and agreed to by both the **DISTRICT** and the **CONSULTANT**.

2. **Compensation.** The **DISTRICT** shall pay to the **CONSULTANT** the Total Fee (comprising compensation for the **SCOPE OF WORK**, Additional Services authorized by the **DISTRICT**, if any, and Reimbursable Expenses, if any) in accordance with the fee schedule attached hereto as Exhibit B, subject to annual appropriation by the **DISTRICT’s** Board of Directors. The Total Fee paid to the **CONSULTANT** shall be the actual hours expended multiplied by the hourly rates from Exhibit B, plus Reimbursable Expenses as computed from Exhibit B.

[FEDERAL ALTERNATE: “in accordance with the rates, overhead, fixed fees, and directly reimbursable expenses identified in Exhibit B]. If the payment terms set forth in Exhibit B for the **SCOPE OF WORK** is to be based on a calculation using an hourly rate, said hourly rate shall not be increased during the term of

this **AGREEMENT** unless expressly set forth in Exhibit B. In no case shall the Total Fee pursuant to this **AGREEMENT** exceed _____ dollars (\$ _____) without a formal amendment to this **AGREEMENT**.

The Total Fee is based on the performance of the **SCOPE OF WORK** specified in this **AGREEMENT**, with submittal of final plans and specifications suitable for solicitation of competitive construction bid proposals [modify if final deliverable differs] on or before _____ [insert date]. The **CONSULTANT** shall maintain all records supporting the invoicing and the records shall be open for inspection.

Payment to the **CONSULTANT** shall be made based upon itemized monthly invoices submitted by the **CONSULTANT**, under an accompanying standard GRG Consultant Services Invoice Coversheet, detailing the work performed, the person or persons performing the work, the detailed fees and costs associated therewith, and the percentage of the respective task(s) completed at the time of invoicing.

3. **Consultant's Period of Service.** The **CONSULTANT'S** services shall be performed expeditiously and consistent with the **CONSULTANT'S** professional skill and judgment, in consultation with **DISTRICT**, and within any specific time periods specified in the **SCOPE OF WORK**, unless such time is extended by the parties hereto by mutual written agreement. Notwithstanding the foregoing, the **DISTRICT** shall have the right to delay the start of or suspend the **CONSULTANT'S** performance under this **AGREEMENT** on a temporary basis and for any period of time upon providing notice to the **CONSULTANT** of such

delay or suspension and the reason therefor. For the sake of clarity and to avoid confusion, it is anticipated that **CONSULTANT’S** services shall begin on the date of this **AGREEMENT** and shall continue through _____.

4. **Definitions.**

- a. "Construction Contract Documents" means the documents required for construction of the Project and including Engineering Documents.
- b. "Construction Contractor" means a company hired by the **DISTRICT** to construct improvements in accordance with the Construction Contract Documents.
- c. "Engineering Documents" means documents required by the Project, including, but not limited to, plans, specifications, drawings, tracings, designs, calculations, sketches, models, computer data and reports.
- d. "Project" means the unique endeavor being undertaken by the **DISTRICT** as a combination of all project phases: "Planning", "Design", "Site Control", and "Build"; with an intended final deliverable of completed Greenway construction [modify if final deliverable differs] commonly known as _____ in this **AGREEMENT**.
- e. "Reimbursable Expenses" means those expenses of the **CONSULTANT** as authorized by the **DISTRICT** and identified on Exhibit B to this **AGREEMENT**.

- f. “Total Fee” means the total compensation payments to be made to the **CONSULTANT** for the performance of the **SCOPE OF WORK** including all overhead and profit, supervision, materials, supplies, labor, equipment, etc.; the performance of the Additional Services authorized by **DISTRICT**, if any; and Reimbursable Expenses, if any.
5. **Deliverables.** The deliverables to be produced by the **CONSULTANT** are set forth and described in the **SCOPE OF WORK**.
6. **Ownership of Deliverables.** All plans, drawings, schedules, specifications, reports and other documents, including those prepared in electronic form, shall be and become the property of the **DISTRICT**, and may thereafter be utilized by the **CONSULTANT** only upon written permission of the **DISTRICT**. Such written permission shall not be unreasonably withheld. Any reuse of the deliverables beyond that intended for this Project without verification or adoption by the **CONSULTANT** will be at the **DISTRICT’S** risk and without liability of the **CONSULTANT**. No report, handout or other document or material produced in whole or in part under this **AGREEMENT** shall be the subject of an application for copyright on behalf of the **CONSULTANT** or any subconsultants.
7. **Meetings.** The **CONSULTANT** shall consult with the **DISTRICT** at regularly scheduled design review meetings, the time and place of such meetings to be mutually agreed upon by **CONSULTANT** and **DISTRICT**.
8. **Right to Withhold Payment:** In the event the **DISTRICT** becomes aware that any cost, charge, or representation of the **CONSULTANT**

provided in its services and/or invoicing is believed by the **DISTRICT** to be inaccurate or incorrect, the **DISTRICT** may withhold payment related to the disputed amount until the matter is corrected to the **DISTRICT** 's reasonable satisfaction. The **DISTRICT** will notify the **CONSULTANT** of the disputed amount as soon as reasonably practicable. **DISTRICT** and **CONSULTANT** will cooperate to expeditiously effect a resolution of the disputed amount and **CONSULTANT** shall issue a revised invoice to the **DISTRICT** as necessary. Invoiced amounts not questioned by the **DISTRICT** shall be paid to **CONSULTANT** in accordance with payment procedures of this **AGREEMENT**.

9. **Amendment:** This **AGREEMENT** may be amended only by written instrument signed by both the **DISTRICT** and the **CONSULTANT**. This **AGREEMENT** may be amended to provide for additions, deletions and revisions to the **SCOPE OF WORK** or **CONSULTANT'S** period of service or to modify the terms and conditions thereof.

10. **Supplemental Drawings:** If during construction situations arise which require supplemental drawings or details, the **CONSULTANT** shall timely provide such supplemental drawings or details at no cost to the **DISTRICT** when the supplemental drawings or details are required to correct the **CONSULTANT'S** errors or omissions or to clarify the **CONSULTANT'S** intent in the original design and preparation of Construction Contract Documents. The **CONSULTANT** shall correct or revise any errors or deficiencies in its designs, drawings or specifications without additional compensation when due to the **CONSULTANT'S** negligent acts, errors, or omissions.

11. **Notice of Defects:** If during construction of the Project, the **CONSULTANT** observes or otherwise becomes aware of any design or construction defect in the work, the **CONSULTANT** shall give prompt written notice to the **DISTRICT** of such defects and their approximate location on the Project. However, the **CONSULTANT** shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions, inspections by the Construction Contractor and programs in connection with the construction work, because these are solely the Construction Contractor's responsibility under the Construction Contract Documents. The **CONSULTANT** shall not be responsible for the Construction Contractor's schedules or failure to carry out the work in accordance with the Construction Contract Documents. The **CONSULTANT** shall not have control over or charge of acts or omissions of the Construction Contractor, Contractor's subcontractors, or their agents or employees.

12. **District's Representative.** The **DISTRICT** hereby designates [REDACTED] as the **DISTRICT'S** Representative to act in the **DISTRICT'S** behalf with respect to the Project. The **DISTRICT** or the **DISTRICT'S** Representative shall render decisions promptly to avoid unreasonable delay in the progress of the **CONSULTANT'S** services.

13. **Consultant's Representative.** The **CONSULTANT** shall assign only qualified personnel to perform any service concerning the Project. **CONSULTANT** hereby designates [REDACTED] (License No. [REDACTED]) as **CONSULTANT'S** Representative to act on the **CONSULTANT'S** behalf with

respect to the Project. **CONSULTANT'S** Representative shall be the primary point of contact with the **DISTRICT's** Representative. If not the herein designated **CONSULTANT'S** Representative, the **CONSULTANT** shall also designate, in writing to the **DISTRICT**, the person with the authority to bind **CONSULTANT**. **CONSULTANT'S** Representative shall not be changed without **DISTRICT'S** prior written consent, except in the event that **CONSULTANT'S** Representative is no longer an employee or agent of **CONSULTANT**, in which event **CONSULTANT** shall notify **DISTRICT** in writing of its new representative.

14. **Services Outside of Scope of Work:** **DISTRICT** shall not be responsible for paying **CONSULTANT** for any services or expenses that are not contained in the **SCOPE OF WORK** or the Additional Services (if authorized in writing by **DISTRICT**). This may include payments for professional services, necessary permits, licenses, ownership certifications, materials testing, advertising costs, and other special tests or other work.

15. **Subcontracting of Professional Services:** **DISTRICT** hereby consents to the subcontracted professional services and designated subconsultants set forth on Exhibit C. Other than as set forth in Exhibit C, the **CONSULTANT** shall not subcontract, delegate the performance thereof, or assign any of the **SCOPE OF WORK** without first obtaining the written consent of the **DISTRICT**. Unless otherwise stated in such written consent, no assignment or delegation shall release or discharge the assignor or obligor from any obligation pursuant to this **AGREEMENT**. The **DISTRICT** shall be named as an intended third-party beneficiary of any of the **CONSULTANT'S** subcontracts.

Any subconsultant performing services pursuant to this **AGREEMENT** shall maintain throughout the duration of the **AGREEMENT**, insurance as provided in Section 22 herein, and shall additionally maintain Professional Liability Errors and Omissions insurance in a minimum policy amount equivalent to that of the **CONSULTANT** under this **AGREEMENT** and provide the **DISTRICT** with certification thereof.

16. **Endorsement:** The **CONSULTANT** shall sign and affix its licensing seal to all final plans, specifications, estimates and engineering data prepared by the **CONSULTANT** and shall cause all subconsultants to sign and seal their final documents where required by law. Any review or approval by the **DISTRICT** of any documents prepared by the **CONSULTANT** or its consultants including, but not limited to, the plans and specifications, shall be solely for the purpose of determining whether such documents are consistent with the **DISTRICT'S** Project goals and objectives and shall not be construed as approval of same by the **DISTRICT**. No review of such documents by the **DISTRICT** shall relieve the **CONSULTANT** of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

17. **Inspection of Documents:** The **CONSULTANT** shall maintain all Project records for inspection by the **DISTRICT** during the **AGREEMENT** term and for five (5) years from the date of final payment and shall notify the **DISTRICT** prior to their disposal.

18. **Standard of Care/Relationship of Parties.** No agency or employment agreement is created by this **AGREEMENT**. **CONSULTANT** shall

be an independent contractor for purposes of this **AGREEMENT**. Except as specifically authorized in writing, **CONSULTANT** is not authorized to bind the **DISTRICT** to any contractual obligations. **CONSULTANT** shall recommend sound, technical, schedule and economic design solutions to the **DISTRICT**. In addition to its obligations to perform the duties specified in this **AGREEMENT**, the **CONSULTANT** shall perform its services hereunder with such professional skill and care ordinarily provided by such consultants practicing the same profession or trade in the St. Louis Metropolitan Area.

19. **Confidentiality.** During the course of performing under this **AGREEMENT**, the **CONSULTANT** may become privy to information identified by the **DISTRICT** as confidential, or which, is otherwise considered by its nature to be confidential. The **CONSULTANT** represents and warrants that it will take all steps necessary to protect such confidential information consistent with its duties hereunder.

20. **Publicity.** Unless directed otherwise by the **DISTRICT**, the **CONSULTANT** shall include in all publicity generated by it concerning the Project which is the subject of this **AGREEMENT**, that the Project is “funded, in part, by the Great Rivers Greenway District.”

21. **Compliance with ADA and Other Applicable Law.** The **CONSULTANT** shall perform all tasks in strict compliance with all applicable laws, and shall ensure that all work, plans, specifications, and designs produced as part of the **SCOPE OF WORK** are in strict compliance with all applicable laws, including 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 at the time of construction. Regarding any trail involving property owned, leased operated or governed by the Missouri Department of Transportation (MoDOT), the **CONSULTANT** will ensure that all requirements of that agency pertaining to this **AGREEMENT** are met. Any deviation from the standards of the Americans with Disabilities Act, as Amended, Missouri's accessibility standards or MoDOT requirements whether in accordance with plans or at the discretion of the **CONSULTANT** must be approved in writing by the **DISTRICT** or its authorized representative before construction or installation by the **CONSULTANT**. The **CONSULTANT'S** design shall further comply with all other applicable provisions of Architectural Barriers Act (42 U.S.C. §§ 4151 et seq) and other applicable laws, regulations and ordinances.

22. **Insurance.** The **CONSULTANT** shall maintain throughout the term of this **AGREEMENT** insurance coverage for the risks specified below and shall maintain policy limits at a minimum in the amounts specified below. All commercial general liability and automobile liability insurance shall be written on an occurrence basis. With the exception of professional liability insurance and workers' compensation/employer's liability insurance, the **DISTRICT** shall be

named as an additional insured on all insurance policies, the **CONSULTANT's** insurance will be primary to any insurance the **DISTRICT** may have and the **DISTRICT's** insurance shall be non-contributory.

Professional Liability: The **CONSULTANT** shall 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 the **DISTRICT** with a copy of the insurance endorsements and a certificate of insurance as well as a copy of the policy, when requested. The **CONSULTANT's** duty and obligation to maintain Professional Liability insurance and provide the insurance policy to the **DISTRICT** shall survive termination of this **AGREEMENT**.

Commercial General Liability: **CONSULTANT** shall maintain Commercial General Liability insurance in the following amounts:

Each Occurrence	\$3,000,000
Personal & Advertising Injury	\$3,000,000
Products/Completed Operations Aggregate	\$3,000,000
Per Project Aggregate	\$3,000,000
General Aggregate	\$3,000,000

An umbrella or excess liability policy may be used to attain the shown Commercial General Liability limits. Policy shall not contain any endorsements that remove or restrict the following coverages:

Contractual Liability

Explosion, Collapse & Underground

Independent Contractors

Automobile Liability Insurance: **CONSULTANT** shall maintain Automobile Liability Insurance protecting against claims for bodily injury or property damage arising out of the ownership or use of any owned, hired or non-owned vehicle and including protection for either all owned, hired, or non-owned motor vehicles of any type, in the following limits: \$3,000,000 Each Accident, Combined Single Limits, Bodily Injury and Property Damage. An umbrella or excess liability policy may be used to attain the shown Automobile Liability limits. Such policy shall insure the contractual liability assumed by the **CONSULTANT** pursuant to this **AGREEMENT**.

Workers' Compensation and Employers' Liability: **CONSULTANT** shall maintain Worker's Compensation Insurance protecting the **CONSULTANT** against all claims under applicable state Workers' Compensation laws in the following limit: Statutory Limit.

CONSULTANT'S Worker's Compensation insurance policy shall also protect **CONSULTANT** 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	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

An umbrella or excess liability policy may be used to attain the shown Workers' Compensation and Employers' Liability limits.

Industry Ratings: The **DISTRICT** will only accept coverage from an insurance carrier that offers proof that the carrier:

- a. is licensed to do business in the State of Missouri; and
- b. carries a Best's Policyholder rating of A-VII, or better or is otherwise approved by the **DISTRICT**.

Additional Insured: **DISTRICT** shall be named as an additional insured on **CONSULTANT'S** comprehensive general liability insurance and automobile liability insurance policies. Such insurance shall not be cancelled without prior notification to the **DISTRICT**.

Certification of insurance coverage in the sections above shall be on the ISO Standard Certificate of Insurance Form. Certification of professional liability insurance shall be provided on a separate ACORD form provided by the **CONSULTANT'S** insurance carrier or its authorized representative. Copies of additional insured endorsements shall accompany the insurance certificates.

Subconsultant's Insurance: If a part of this **AGREEMENT** is to be subcontracted, then the **CONSULTANT** shall require each subconsultant to secure insurance which will protect against applicable hazards or risks of loss and in the minimum amounts designated herein.

Waiver of Subrogation: All policies described above shall contain a Waiver of Subrogation in favor of the **DISTRICT** for those policies lawfully allowable in Missouri.

The **CONSULTANT** or its insurance company shall provide to the **DISTRICT** at least thirty (30) days advanced written notice prior to any renewal or expiration date of any insurance policy.

23. **Indemnity/Hold Harmless.** **CONSULTANT** shall indemnify, defend and hold harmless **DISTRICT**, its elected and appointed officials, officers, representatives, agents, and all employees from and against any and all claims, damages, demands, actions, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of the **SCOPE OF WORK** (hereinafter, "Claims") including, but not limited to (a) Claims due to bodily injury, including death, and property damage (b) and other economic damage, which are caused or occasioned, in whole or in part, by any negligent or intentional act or omission, breach of contract, or violation of law, of the **CONSULTANT**, or of any Subconsultant or Sub-subconsultant, their employees or agents or any of them.

CONSULTANT 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 **CONSULTANT'S** professional negligence, errors and omissions) arising in whole or in part as a direct result of **CONSULTANT'S** operation under this **AGREEMENT**.

In addition to the foregoing, **CONSULTANT** shall require that any representative, agent, consultant, or subconsultant with which it enters into any agreements or contracts to perform any work related to this **AGREEMENT** agree to hold harmless **CONSULTANT** and **DISTRICT** for all claims, damages, losses

and expenses, including attorneys' fees, arising out of or resulting from the performance of the **SCOPE OF WORK**.

24. **Copyright or Patent Infringement/Indemnification.** Except in cases in which the **DISTRICT** or any of its consultants or vendors purposely violate copyrights or patents, the **CONSULTANT** shall defend any and all actions or claims (i) charging infringement of any copyright or patent by reason of the use or adoption by the **DISTRICT** of any design, drawings or specifications applied by the **CONSULTANT** or (ii) otherwise caused by or related to the use by the **DISTRICT** of any such design, drawings, or specifications in connection with the Project, or resulting from any act or omission of **CONSULTANT** or any of its subconsultants (or any agent, employee or servant of any of them), or any other person or entity under the direction or control of the **CONSULTANT** in performing the work.

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

- a. For failure to perform or for other breach of the terms of this **AGREEMENT**, the **DISTRICT** may terminate by giving written notice to the **CONSULTANT**, 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 for any reason.

DISTRICT will pay **CONSULTANT** for all services and Reimbursable Expenses prior to the date of termination; subject, however, to **CONSULTANT** delivering an

invoice and the supporting documentation set forth in Section 2 of this **AGREEMENT**. In the event this Agreement is terminated due to a breach by **CONSULTANT, DISTRICT** shall have all remedies available to it at law or in equity.

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

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

CONSULTANT

27. **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.

28. **Controlling Law/Venue.** This **AGREEMENT** shall be interpreted in accordance with the laws of the State of Missouri. Any action 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.

29. **Attorney Fees and Costs.** In the event that the **DISTRICT** shall institute litigation or be named as a party to any litigation to enforce or interpret

the provisions of this **AGREEMENT**, and the **DISTRICT** shall be successful in whole or part in the prosecution or defense of such litigation, the **CONSULTANT** shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by the **DISTRICT** in connection with such litigation.

30. **E-Verify Affidavit.** Concurrently with execution of this **AGREEMENT**, **CONSULTANT** shall execute and deliver to **DISTRICT** the affidavit attached hereto as Exhibit D confirming **CONSULTANT'S** enrollment in a federal work authorization program with respect to its employees, in compliance with Section 285.530 R.S.Mo, along with documentation that **CONSULTANT** is currently enrolled in a federal work authorization program, such as a current E-Verify memorandum of understanding. **CONSULTANT** shall not be required to execute such affidavit if either (i) the compensation to be paid to **CONSULTANT** under this **AGREEMENT** is \$5,000 or less, or (ii) **CONSULTANT** does not have any employees. In the event **CONSULTANT** is not required to execute the affidavit attached hereto as Exhibit D because it has no employees, **CONSULTANT** shall instead execute and deliver to **DISTRICT** concurrently with execution of this **AGREEMENT** an affidavit attesting that **CONSULTANT** has no employees.

31. **Anti-Discrimination Against Israel Act.** Concurrently with execution of this **AGREEMENT**, **CONSULTANT** shall execute and deliver to **DISTRICT** the affidavit attached hereto as Exhibit E confirming that **CONSULTANT** 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. **CONSULTANT** shall not be required to execute such affidavit if either (i) the compensation to be paid to **CONSULTANT** under this **AGREEMENT** is less than \$100,000, or (ii) **CONSULTANT** has less than ten (10) employees. In the event **CONSULTANT** is not required to execute the affidavit attached hereto as Exhibit E because **CONSULTANT** has less than ten (10) employees, **CONSULTANT** shall instead execute and deliver to **DISTRICT** concurrently with execution of this **AGREEMENT** an affidavit attesting that **CONSULTANT** has less than ten (10) employees.

32. **Warranties and Representations of Consultant.**

CONSULTANT 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 **CONSULTANT** is now a party or by which it is bound.

33. **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.

34. **Integration.** This **AGREEMENT** represents the entire integrated agreement between the **DISTRICT** and the **CONSULTANT**, and supersedes all prior negotiations, representations or agreements, either written or oral.

[Remainder of page intentionally left blank; signature page follows]

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

DISTRICT	CONSULTANT
<p>Metropolitan Park and Recreation District d/b/a The Great Rivers Greenway District</p> <p>By: _____ Susan Trautman Chief Executive Officer</p>	<p>_____</p> <p>By: _____ Print: _____ Title: _____</p>

<p>Approved as to Form:</p> <p>_____ Husch Blackwell LLP</p>
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EXHIBIT A
SCOPE OF WORK

EXHIBIT B
FEE SCHEDULE

EXHIBIT C
SUBCONSULTANTS

**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**

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.

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

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

My commission expires: _____

EXHIBIT E

Affidavit of Compliance with Anti-Discrimination Against Israel Act (Section 34.600)

**For all Agreements of \$100,000 or more
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 "Consultant"), 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, Consultant 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: _____