



RFP for Office Alarm System, Security Cameras, Personnel Access and Phone Services

Submittal Due: 5:00 pm on February 14, 2020

**Questions related to RFP Directed to Ben Grossman by January
31, 2020 bgrossman@grgstl.org**

Introduction of Project

The Metropolitan Parks and Recreation District d.b.a. Great Rivers Greenway (GRG) invites qualified office security system vendors to submit a proposal and statement of qualifications for office security system including alarm, door access cards, video surveillance and other security services for GRG's new office space at the Foundry development, 3745 Foundry Way, Suites 245 & 257 and 3701 Foundry Way Suite 109, St. Louis, MO 63108. GRG is also accepting proposals for office phone systems and reserves the right to select a single firm that offers both phone service and office security or multiple firms for these services.

Great Rivers Greenway offices will be moving in April 2020 (timing subject to completion of construction) and requires assistance in the design, installation and ongoing monitoring services of a security alarm system and phone service. GRG will also accept proposals for additional office services during this proposal if the combination of these services benefits GRG.

The new office space includes Suite 257, of approximately 4,271 square feet on the first floor plus, 1,667 square feet on the mezzanine level, 1,396 square feet in the conference room and Suite 245 which is approximately 1,142 square feet in the studio space. It will contain five exterior doors and approximately six interior restricted access doors which are all on the first floor. The desire is to have all door's access periods controlled centrally individually to allow passage without key cards. Remote control door access panels with video should be included. An onsite storage space, Suite 109 on the premises but not connected to the office space, will also require a security alarm. This will have one access door and be approximately 1,400 square feet in size. A preliminary floor plan is included in this RFP. GRG will review other proposed

or recommended security measures appropriate for this place of business.

Phone Systems shall be designed for approximately 35 phones, including one receptionist style phone, one conference phone with remote speakers and one phone line and or equipment to integrate with a Crestron DMP3 4K 350 C Airmidia matrix switch with Bose (or similar) sound system which will service our large conference room.

Proposal Requirements

The following information shall be required in the RFP submittal.

General Vendor Information

Please provide the following information.

- Name of the principals of the firm and years in business
- Name and contact information of primary contact
- Address of all offices
- Number of employees of the firm

Resources and Experience

- Identify names of principals and key personnel who will provide the information technology services including their locations and their specific roles in servicing GRG.
- Summarize the experience and technological expertise of these staff.
- Provide 3 references, including contact information, for similar organizations for which you have provided these services in the past three years.
- Describe the process of assisting GRG in the design phase as well as the installation and ongoing service/monitoring.

Summary Statement

Please briefly articulate why your vendor is pursuing this work and how it is uniquely qualified to perform it. Include other pertinent information that helps GRG determine your overall qualifications and approach to providing security and/or communication services. Your proposal summary is not to exceed two pages.

Fee Structure

Provider submittals should include your proposed fee structure including assistance in the design phase, unit costs for equipment and ongoing service agreements. Please state whether your firm procures from a sole provider or has multiple providers and has access to government purchase programs or discounts. GRG requires transparency in purchasing so will require disclosure

of any mark-ups.

Term of Contract

GRG intends to enter into a three year agreement. Upon the mutual agreement of the provider and GRG, the term may be extended for up to three additional one-year renewals, for a possible total of six years. The renewal option is at the sole discretion of GRG. GRG reserves the right to not renew this agreement or cancel at anytime.

It is the District's practice to utilize our contract form which is attached hereto. Any significant variances from contract terms should be addressed in the proposal.

Payments, Incentives, and Penalties

GRG requests that invoicing occur upon actual receipt of services. Although GRG utilizes an expedient process, vendors are advised that it could take up to 30 days to process invoices for payment.

Evaluation and Award Process

It is the intent of the Great Rivers Greenway to conduct a comprehensive, fair and impartial evaluation of proposals received. Award shall be made to the provider that is believed by staff to be the best fit for GRG and will not be made solely on cost. In addition to cost, GRG will consider relevant experience, client references, location and availability of staff and M/WBE status. GRG reserves the right to reject any and all proposals for any reason or no reason.

All contractual agreements shall be subject to, governed by and construed according to the laws of the State of Missouri.

GRG's decision shall be final and may require approval by the Board of Directors. The vendor shall provide the required Certificate(s) of Insurance (\$2,000,000 in general liability) as well as an E-verify affidavit within 10 days of contract award notification.

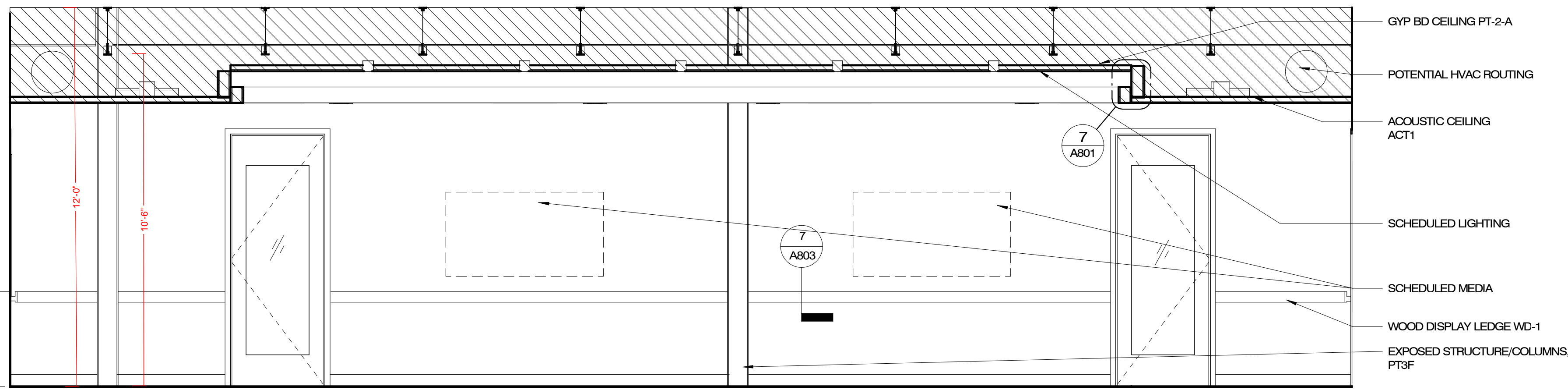
GRG reserves the right to make awards at any time within 90 days after the date of the opening, during which period proposals may not be withdrawn unless authorized by GRG.

Electronic submissions must be delivered to bgrossman@grgstl.org. This will not be a public bid opening.

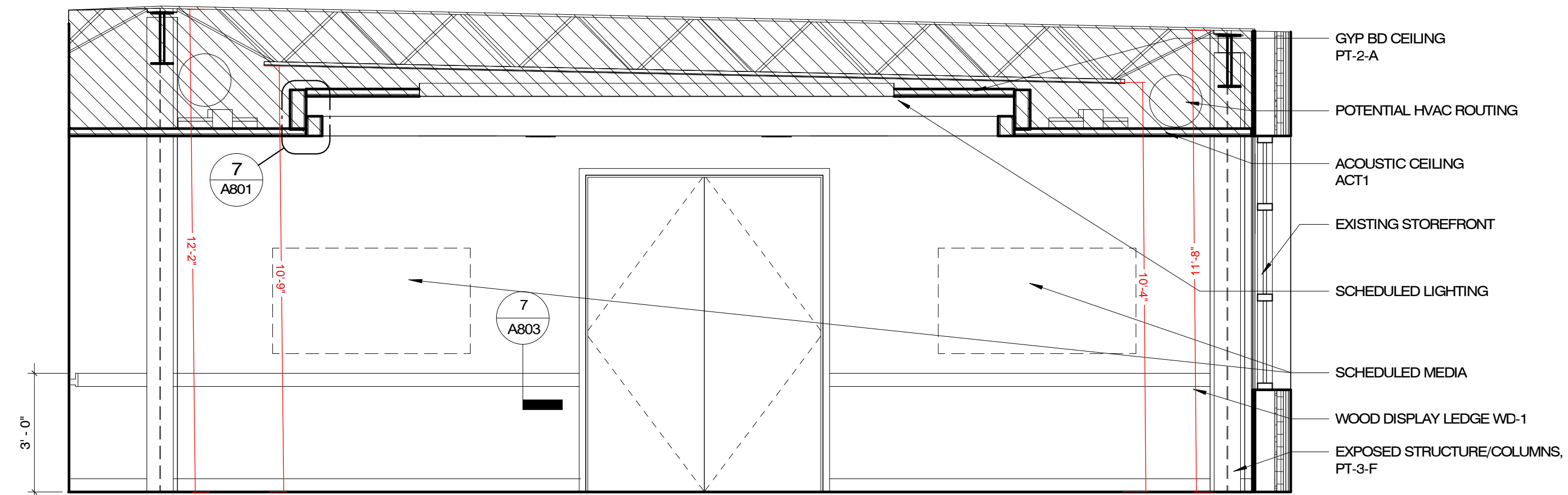
Submissions are due by 5:00 p.m. on February 14, 2020 to bgrossman@grgstl.org:

Point of Contact for Future Correspondence

Ben Grossman, Director of Greenway Operations
(314) 932-4920
bgrossman@grgstl.org

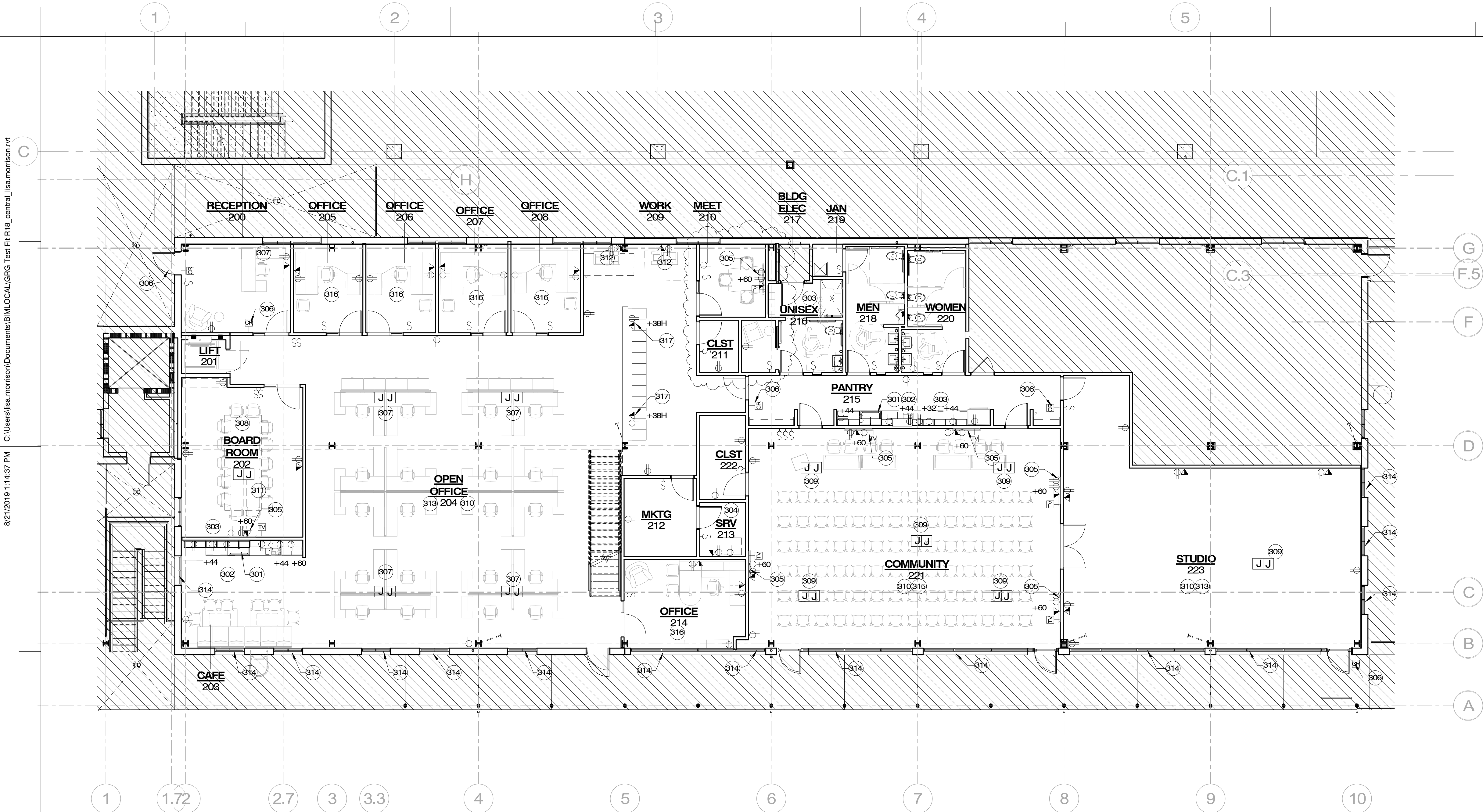


13	Community 221 Elevation A
A602	$3/8" = 1'-0"$



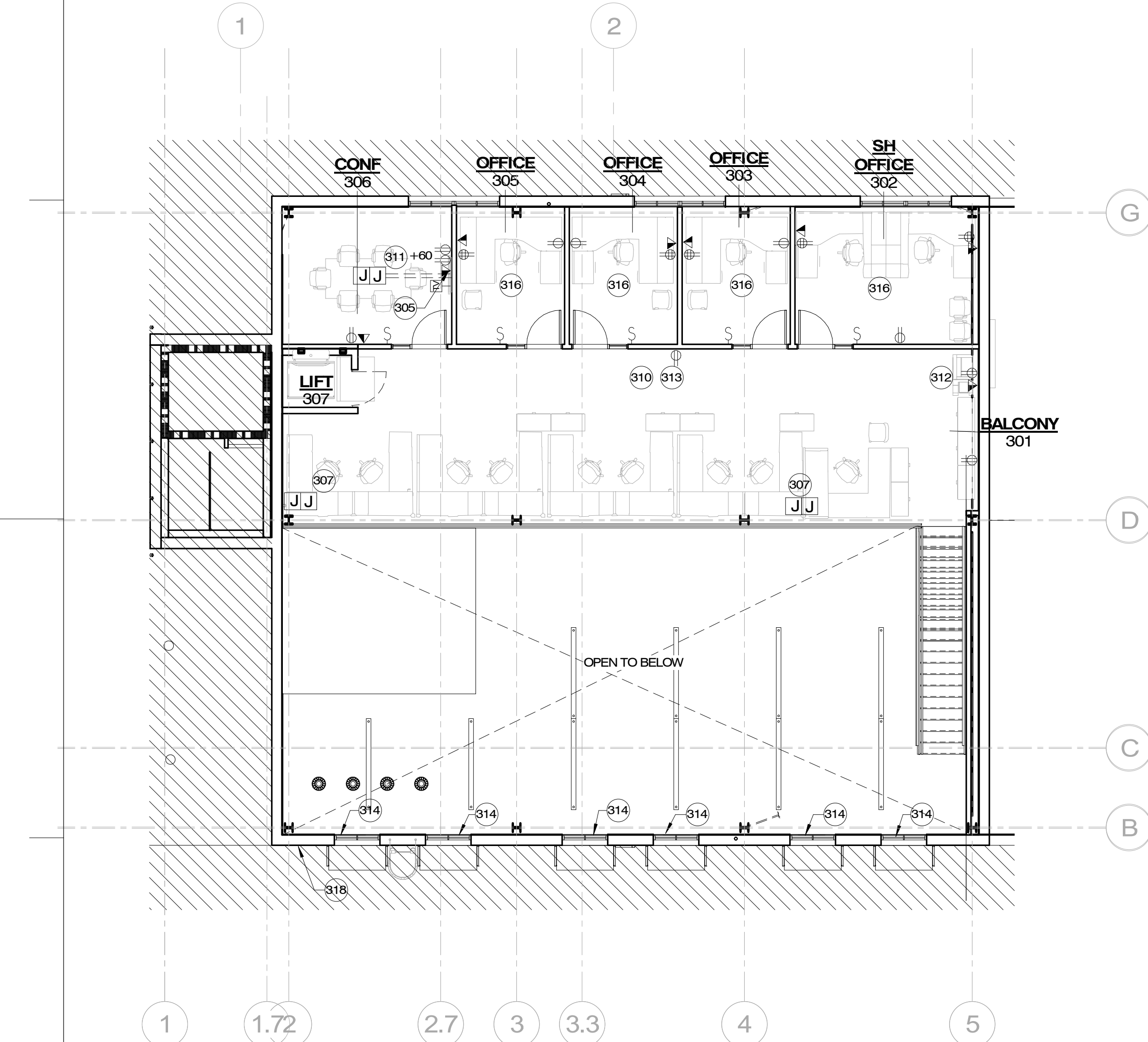
11	Community 221 Elevation B
A602	$3/8'' = 1'-0''$

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3 L2 NMU Power and Data Plan

A200 1/8" = 1'-0"



2 L3 NMU Power and Data Plan

A200 1/8" = 1'-0"

ELECTRICAL LEGEND

	DUPLEX OUTLET
	TELE/DATA JACK (SINGLE CAT6)
	QUADPLEX OUTLET
	WALL JUNCTION BOX (1 FOR COMM/1 FOR POWER) AT EACH WORKSTATION, ASSUME 1 QUADPLEX, 1 DUPLEX, AND 1 VOICE DATA PER SEAT
	FLOOR JUNCTION BOX/CORE DRILL (1 FOR COMM/1 FOR POWER) AT EACH WORKSTATION, ASSUME 1 QUADPLEX, 1 DUPLEX, AND 1 VOICE DATA PER SEAT
	OCCUPANT SENSOR/DIMMER
	THERMOSTAT
	CARD READER
	DED = DEDICATED

APPLIANCE SCHEDULE

NOTE: ALL APPLIANCES PROVIDED BY TENANT UON. COORDINATE WITH EQUIPMENT VENDOR ON ALL REQUIREMENTS AND HOOKUPS PRIOR TO START OF CONSTRUCTION. COORDINATE ANY APPLIANCES TO BE RELOCATED WITH TENANT PRIOR TO START OF WORK. NOTE: VERIFY HANDEDNESS AT SUBMITTALS

CAFE 208
(1) FULL SIZE REFRIGERATOR/FREEZER/ICE MAKER: KITCHENAID, KFRB102ESS (TP/C)
(1) MICROWAVE: KITCHENAID, KCM1C1575BSS (TP/C)
(1) GARBAGE DISPOSAL WITH AIRSWITCH (CP/C)
(1) COUNTERTOP COFFEE DISPENSER (TP/C)
(1) COUNTERTOP WATER DISPENSER (TP/C)
(1) UNDERCOUNTER DISHWASHER: KITCHENAID #KDTM404ESS (TP/C)
(2) TRASH/RECYCLE CANS (\$200 ALLOWANCE PER) (TP/C)

PANTRY 215
(1) FULL SIZE REFRIGERATOR/FREEZER: KITCHENAID, KFRB102ESS (TP/C)
(1) MICROWAVE: KITCHENAID, KCM1C1575BSS (TP/C)
(1) GARBAGE DISPOSAL WITH AIRSWITCH (CP/C)
(1) COUNTERTOP COFFEE DISPENSER (TP/C) WITH RECYCLE BELOW
(1) COUNTERTOP WATER DISPENSER (TP/C)
(1) UNDERCOUNTER DISHWASHER: KITCHENAID #KDTM404ESS (TP/C)
(1) UNDERCOUNTER ICE MAKER: KITCHENAID #KUIX305ESS (TP/C)
(2) TRASH/RECYCLE CANS (\$200 ALLOWANCE PER) (TP/C)

PANTRY IN SHOP
(1) FULL SIZE REFRIGERATOR/FREEZER: KITCHENAID, KFRB102ESS (TP/C)
(1) MICROWAVE: KITCHENAID, KCM1C1575BSS (TP/C)
(1) GARBAGE DISPOSAL WITH AIRSWITCH (CP/C)
(1) COUNTERTOP COFFEE DISPENSER (TP/C) WITH RECYCLE BELOW
(1) COUNTERTOP WATER DISPENSER (TP/C)
(2) TRASH/RECYCLE CANS (\$200 ALLOWANCE PER) (TP/C)

POWER/DATA PLAN - KEYED NOTES

- PROVIDE AND INSTALL AIRSWITCH (SBSG TF-1 SAFETY AIR SWITCH) IN COUNTERTOP FOR CONTRACTOR PROVIDED AND INSTALLED GARBAGE DISPOSAL (INSINKATOR BADGER #5). PLACE SWITCH TO THE RIGHT OF THE SINK.
- INSTALL TENANT PROVIDED APPLIANCES. PROVIDE ALL REQUIRED PLUMBING AND ELECTRICAL HOOKUPS PER MANUFACTURER'S RECOMMENDATIONS. PROVIDE DEDICATED CIRCUITS TO ALL TENANT APPLIANCES.
- PROVIDE AND INSTALL INSTANT HOT ELECTRIC WATER HEATER IN OVERFLOW PAN WITH DRAINLINE. LOCATE OVER ACOUSTICAL CEILING FOR DIRECT ACCESS (IF POSSIBLE). COORDINATE SIZING AND REQUIREMENT WITH MEP DESIGN BUILD DRAWINGS.
- COORDINATE POWER REQUIREMENTS FOR TENANT PHONE BOARD/IT SET UP IN SERVER ROOM.
- AT THE LOCATION OF THE TENANT PROVIDED AND INSTALLED TV, THE GC SHOULD PROVIDE BLOCKING AS REQUIRED FOR MOUNTING BRACKET. PROVIDE AND INSTALL BOX AND CONDUIT IN PARTITION TO 3" ABOVE SCHEDULED CEILING FOR SATELLITE/CABLE HOOKUP. VERIFY SIZE OF CONDUIT WITH TENANT'S SATELLITE/CABLE INSTALLER PRIOR TO INSTALLATION. COORDINATE HEIGHT OF POWER/DATA WITH TENANT AV VENDOR.
- PROVIDE AND INSTALL CONDUIT AND JUNCTION BOXES FOR CARD READER ENTRY SYSTEM (CR) AND ASSOCIATED DOOR HARDWARE NOTED ON PLAN IF NOT ALREADY EXISTING. REFER TO DOOR HARDWARE SCHEDULE FOR MORE INFORMATION. COORDINATE MOUNTING AT SCHEDULED GLAZING. PROVIDE FOR A DOORBELL AT ENTRY.
- CONTRACTOR TO COORDINATE WITH TENANT FURNITURE VENDOR FOR EXACT PLACEMENT AND LOCATION OF ALL WORKSTATION JUNCTION BOX POWER FEEDS. TYPICAL PRIOR TO START OF CONSTRUCTION.
- MEDIUM CONFERENCE AV SETUP: TENANT PROVIDE/INSTALL TV, GC TO PROVIDE BLOCKING AS REQUIRED FOR MOUNTING BRACKET. PROVIDE/INSTALL DUPLEX/DATA IN A CLOCK RECEPTACLE FOR TV VENDOR PROVIDED CLICKSHARE MOUNTED BEHIND TV. PROVIDE POWER AND DATA FOR POLYCOM. PROVIDE DEDICATED PC BEHIND MONITOR/WEBCAM/CONDUIT IN PARTITION TO 3" ABOVE SCHEDULED CEILING FOR SATELLITE/CABLE HOOKUP. VERIFY SIZE OF CONDUIT WITH TENANT'S SATELLITE/CABLE INSTALLER PRIOR TO INSTALLATION. COORDINATE HEIGHT OF POWER/DATA WITH TENANT AV VENDOR.
- COORDINATE LOCATION AND FEED OF CORE DRILL WITH TENANT AND FURNITURE VENDOR, TYP.
- LOCATION OF (12) TOTAL TENANT PROVIDED WIRELESS ACCESS POINT TO BE LOCATED IN CEILING WITH POWER/DATA FEED AS REQUIRED. COORDINATE WITH TENANT AV VENDOR FOR MORE INFORMATION.
- GENERAL CONTRACTOR TO PROVIDE AND INSTALL CONCEALED CONDUIT RACEWAY FROM BACK OF TELEVISION TO BUILT-IN CREDENZA AND ALSO TO DEVICES AT CENTER OF TENANT PROVIDED CONFERENCE TABLE. VERIFY LOCATION OF ALL JUNCTION BOXES WITH TENANT FURNITURE VENDOR AND ARCHITECT PRIOR TO PLACEMENT. IF FLOOR BOX EXIST, CONNECT RACEWAY TO NEW PARTITION/MEDIA WALL. (ALTERNATE)
- PROVIDE DEDICATED CIRCUIT/DEVICES AT TENANT PROVIDED COPIER/PRINTER.
- CONTRACTOR TO PROVIDED AND INSTALL POWER SUPPLY FOR A TENANT AV VENDOR PROVIDED WHITE NOISE/SOUND MASKING/SPEAKER SYSTEM. IF ACCEPTED, SUPPLIER TO PROVIDE LAYOUT AND SPECIFICATIONS FOR APPROVAL. ALLOW FOR (1) CONTROLLER TO BE LOCATED IN DATA ROOM WITH A 15 AMP CIRCUIT AND DATA. COORDINATE WITH TENANT AV VENDOR.
- CONTRACTOR TO PROVIDE AND INSTALL POWER SUPPLY ABOVE FOR MOTORIZED SHADES SCHEDULED CEILING. COORD. WITH CEILING PLAN (ALTERNATE), TYPICAL AT ALL EXTERIOR GLAZING.
- LARGE CONFERENCE AV SETUP: TENANT PROVIDE/INSTALL TV MONITORS. GC SHOULD PROVIDE BLOCKING AS REQUIRED FOR MOUNTING BRACKET. PROVIDE/INSTALL DUPLEX/DATA IN A CLOCK RECEPTACLE FOR TV VENDOR PROVIDED 4 BUTTON CLICKSHARE MOUNTED BEHIND TV/LAPTOP CONNECTION. PROVIDE FOR DEDICATED PC BEHIND MONITOR/WEBCAM/CONDUIT IN PARTITION TO 3" ABOVE SCHEDULED CEILING FOR SATELLITE/CABLE HOOKUP. VERIFY SIZE OF CONDUIT WITH TENANT'S SATELLITE/CABLE INSTALLER PRIOR TO INSTALLATION. COORDINATE HEIGHT OF POWER/DATA WITH TENANT AV VENDOR. ROOM TO ALSO HAVE POLYCON AND SPEAKERS. MICROPHONES. ALL HARDWARE TO BE ROUTED TO SERVER RACK AS INDICATED ON TENANT AV DRAWINGS.
- CONTRACTOR TO COORDINATE WITH TENANT FURNITURE VENDOR FOR EXACT PLACEMENT AND LOCATION OF ALL DEVICES IN OFFICE. TYPICAL PRIOR TO START OF CONSTRUCTION.
- MOUNT POWER/DATA DEVICES HORIZONTALLY IN PARTITION ABOVE BACKSPLASH.
- PROVIDE POWER FOR TENANT VENDOR PROVIDED EXTERIOR BUILDING SIGNAGE.

POWER/DATA PLAN - GENERAL NOTES

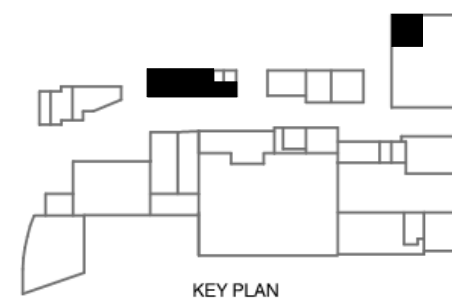
- ALL SHADED AREAS INDICATE "NO WORK" OR "NOT IN CONTRACT" UNLESS OTHERWISE NOTED.
- U.N.O. ALL WALL OUTLETS TO BE INSTALLED AT 18" AFF. PROVIDE WHITE COLOR DEVICES AND COVERPLATES AT ALL DEVICES
- REFER TO DESIGN-BUILD NOTES ON A0.01 FOR ADDITIONAL INFORMATION.
- NO BLANK COVER PLATES OR GANG PLATES SHALL BE USED WITHIN SCOPE OF WORK AREA TYP UNLESS OTHERWISE NOTED.
- PRIOR TO BID SUBMITTAL, ELECTRICAL CONTRACTOR TO VERIFY CAPACITY OF EXISTING ELECTRICAL SERVICE TO PROPERLY ACCOMMODATE ALL EXISTING & NEW WORK. IF EXISTING SERVICE IS INADEQUATE AND ADDITIONAL PANELS ARE REQUIRED, NOTIFY TENANT AND ARCHITECT IMMEDIATELY FOR RECOMMENDED PANEL LOCATIONS
- PRIOR TO BID SUBMITTAL, ELECTRICAL CONTRACTOR IS TO INSPECT WIRING, PANELS AND OTHER EXISTING ELECTRICAL EQUIPMENT FOR COMPLIANCE WITH LOCAL CODES. NOTIFY ARCHITECT IMMEDIATELY OF ANY DEFICIENCIES AND SUGGEST METHODS TO ADDRESS SUCH ITEMS.
- ALL DEVICES SHOWN ARE NEW. ALL COMMUNICATION LINES ARE TO BE ROUTED TO TENANT SERVER ROOM.
- REFER TO THIS SHEET FOR APPLIANCE SCHEDULE. ALL APPLIANCES TO BE PROVIDED BY TENANT AND INSTALLED BY CONTRACTOR UON. CONFIRM ALL APPLIANCE SPECIFICATIONS AND CUTSHEETS WITH TENANT PRIOR TO START OF CONSTRUCTION.
- CONTRACTOR TO MOUNT ALL DEVICES INCLUDING SPEAKERS, STROBES, THERMOSTATS, ETC TO ALIGN WITH POWER/COMMUNICATION DEVICES, TYPICAL. REFER TO TYPICAL ALIGNMENT DIAGRAM.
- ALL FURNITURE AND EQUIPMENT SHOWN DASHED/HALFTONE ON PLANS BY TENANT AND IS NOT IN CONTRACT UNLESS OTHERWISE NOTED.
- ELECTRICAL CONTRACTOR TO COORDINATE WITH FURNITURE VENDOR AND TENANT FOR POWER REQUIREMENTS AND EXACT LOCATIONS OF DEVICES WITHIN ROOMS. TYPICAL PRIOR TO START OF CONSTRUCTION.
- CONTRACTOR TO COORDINATE WITH TENANT FURNITURE VENDOR AND TENANT FOR EXACT PLACEMENT AND LOCATION OF ALL DEVICES IN CONFERENCE ROOMS. TYPICAL PRIOR TO START OF CONSTRUCTION.
- PROVIDE AND INSTALL CONDUIT AND JUNCTION BOXES FOR CARD READER ENTRY SYSTEM HOOKUPS (CR) AND ASSOCIATED DOOR HARDWARE NOTED ON PLAN. REFER TO DOOR HARDWARE SCHEDULE FOR MORE INFORMATION. DOOR HARDWARE TO BE COORDINATED WITH FIRE CODE / EGRESS - ANY LOCKS TO BE DISABLED IN THE EVENT OF A FIRE.
- COORDINATE LOCATION OF ALL CORE DRILL LOCATIONS WITH TENANT AND FURNITURE VENDOR. TRENCH EXISTING SLAB AS REQUIRED WITH APPROVED METHOD (CORE DRILLING, SAW CUTTING, ETC). THE GENERAL CONTRACTOR IS RESPONSIBLE FOR PATCHING THE FLOOR AFTER WORK IS COMPLETE. E.C. TO PROVIDE FLUSH MOUNT POKE THROUGH WITH STAINLESS STEEL HOUSING COVER PLATE, AND CARPET FLANGE LOCATED IN FIELD PER IT/AV CONSULTANT SPECIFICATIONS. E.C. TO INSTALL CONDUIT AS REQUIRED TO WALL MOUNTED TV WHERE OCCURS. ALL CORE DRILLS TO BE IN SLAB VERSUS RIBS OR BEAMS.
- ALL DEDICATED CIRCUITS TO BE CLEARLY IDENTIFIED AT ELECTRICAL PANEL AND ELECTRICAL BOXES. ALL CIRCUIT BREAKERS TO BE LOCATED TOGETHER.
- ALL DETAILS/SPECIFICATIONS OF VOICE, DATA, AV, AND SECURITY SYSTEMS TO BE COORDINATED BETWEEN TENANT, TENANT CONSULTANTS AND CONTRACTORS PRIOR TO START OF WORK.
- TENANTS COMMUNICATION CONTRACTOR TO BRING ALL REQUIRED LINES FROM SERVICES PROVIDES (SATELLITE, CABLE, PHONE, COMMUNICATION, ETC.). ALL INTERNET, PHONE AND CABLE LINES TO TERMINATE RACK TO NETWORK ROOM. TYPICAL. COORDINATE WITH TENANT FOR ROUTING AND SERVER RACK REQUIREMENTS. (SERVER RACK PROVIDED BY TENANT AND/OR TENANT'S COMMUNICATION VENDOR.
- ALL CABLING TO BE CAT6, NO EXCEPTIONS.
- GENERAL AND ELECTRICAL CONTRACTORS TO COORDINATE EXACT POWER AND COMMUNICATIONS DEVICES/REQUIREMENTS AT ELECTRICAL CLOSET WITH TENANT REPRESENTATIVE PRIOR TO START OF CONSTRUCTION.
- ALL THERMOSTATS TO BE MOUNTED AS PER TYPICAL DEVICE MOUNTING ELEVATION. PROVIDE SHOP DRAWINGS FOR ARCHITECT TO REVIEW LOCATION OF PROPOSED THERMOSTATS PRIOR TO INSTALLATION.



Office:	319 N. 4th Street Suite 1000 St. Louis, MO 63102 p.314.231.5700 f.314.231.0816
Project Team:	
Architect	Lawrence Group 319 North 4th Street, Suite 1000 St. Louis, MO 63102 314.231.5700 Lisa Morrison
Construction Manager	Lawrence Group 319 North 4th Street, Suite 1000 St. Louis, MO 63102 314.231.5700 Pete Sobelski
General Contractor	TBD
COA	-
Building Management	TBD
COA	-
Furniture Vendor	TBD
COA	-
AV Vendor	TBD
COA	-
COA	-
COA	-
Professional Seal:	

Architect COA:

ONLINE CONNECT



Project Title:

Metropolitan Park and Recreation District
DBA The Great Rivers Greenway District

Permit Drawings

3745 Foundry Way, Suite 253
3701 Foundry Way, Suite 117
St. Louis, MO 63106

The Professional Seal and Stamp of the Architect is required for all drawings and shall be placed on the title block and on the first sheet of the drawing set. The Architect shall be responsible for the accuracy of the information provided and for the proper use of the drawings. The Architect shall not be responsible for the accuracy of the information provided by the client or for the accuracy of the information provided by the client's representatives.

No.	Description	Date
Tenant Review Set		06.14.19
Revision 1		08.21.19

Sheet Title:

Power Plans

Project Number:

01657.004

Drawn By:

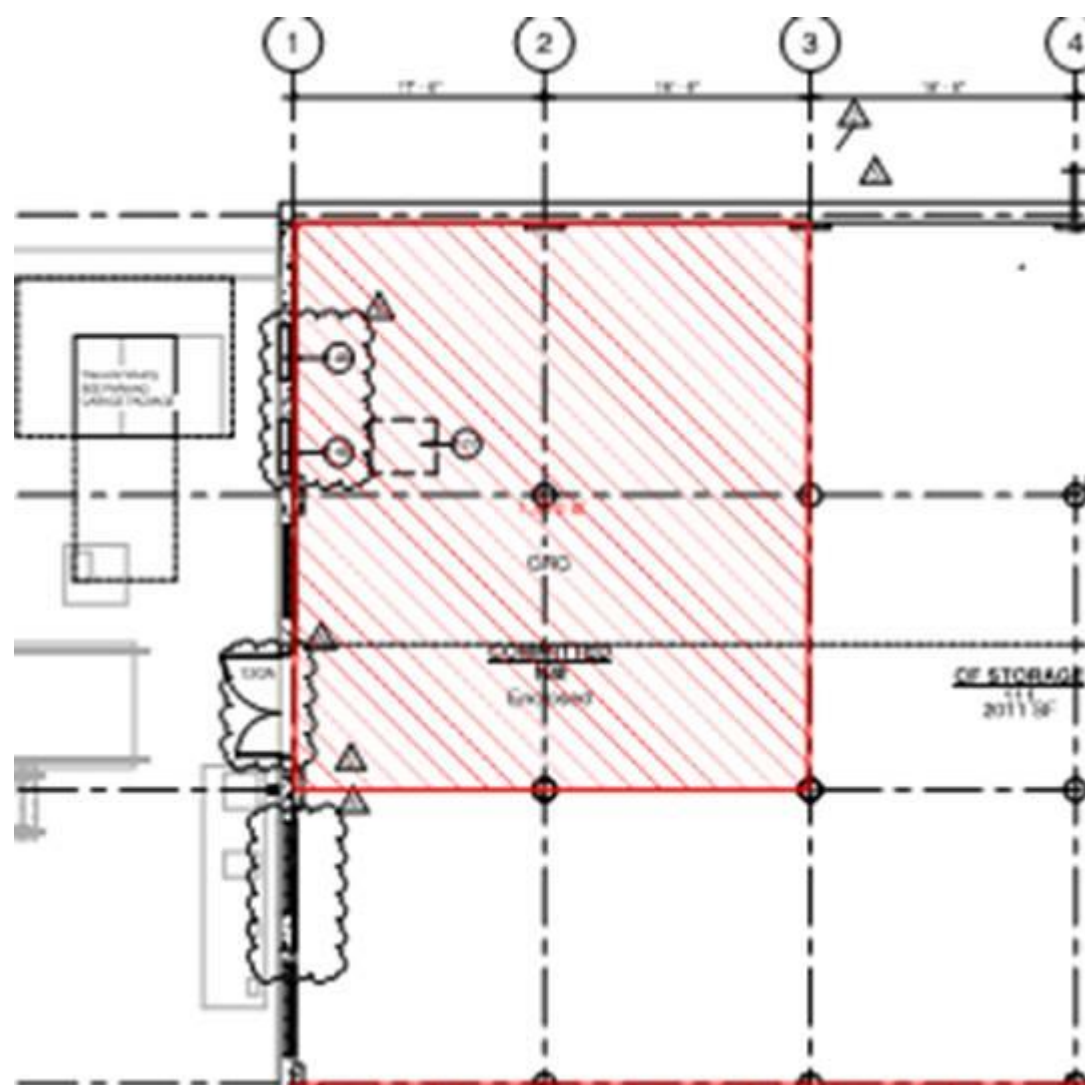
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Issue Date:

06.14.19

Sheet Number:

A200



PROFESSIONAL SERVICE AGREEMENT

(_____ Greenway)

THIS AGREEMENT (“AGREEMENT”) is made and entered into this ____ day of _____, 2020 by and between the **METROPOLITAN PARK AND RECREATION DISTRICT d/b/a THE GREAT RIVERS GREENWAY DISTRICT**, a corporate and political subdivision of the State of Missouri (hereinafter the “**DISTRICT**”) and _____ (hereinafter the “**CONSULTANT**”).

1. **Scope of Work.** The **CONSULTANT** agrees to perform the professional services related to _____, as set forth in Exhibit A attached hereto and incorporated herein by reference (“**SCOPE OF WORK**”). In accordance with the other conditions included in this **AGREEMENT**, such **SCOPE OF WORK** is sometimes collectively referred to herein as the **PROJECT**.
2. **Compensation.** The **DISTRICT** shall pay to the **CONSULTANT** a total sum not to exceed _____ Dollars (\$_____) for the **SCOPE OF WORK**. The payment of this sum shall be made (i) in accordance with a written invoice submitted by the **CONSULTANT** detailing the work to be performed, the person or persons performing the work, the detailed fees and costs therefor and the percentage of the **SCOPE OF WORK** that has been completed at the time of invoicing, and (ii) otherwise consistent with the payment terms set forth in Exhibit A. Notwithstanding anything to the contrary herein, **CONSULTANT** shall

submit an invoice to **DISTRICT** once per month in order to ensure timely and accurate bookkeeping and accounting by **DISTRICT**. In no event shall **CONSULTANT'S** total compensation for the **SCOPE OF WORK** exceed \$_____.

3. **Consultant's Period of Service.** The **CONSULTANT'S** services shall be performed expeditiously and consistent with the **CONSULTANT'S** professional skill and judgment, and in conformance with the time for performance set forth in the **SCOPE OF WORK**. For the sake of clarity and to avoid confusion, it is anticipated the **CONSULTANT'S** services shall begin on the date of this **AGREEMENT** and shall be completed by _____.

4. **Deliverables.** The **DELIVERABLES** (as hereinafter defined) to be produced by **CONSULTANT** are set forth and described in Section 5 of this **AGREEMENT** and the **SCOPE OF WORK**.

5. **Ownership of Deliverables.** All plans, drawings, schedules, reports, summaries and other documents, including those prepared in electronic form, prepared in accordance with the **SCOPE OF WORK** and related to the **PROJECT** (the "**DELIVERABLES**") shall be and become the property of **DISTRICT**, and may thereafter be utilized by **CONSULTANT** only upon written permission of **DISTRICT**. Such written permission shall not be unreasonably withheld. Any reuse, changes, or modifications of the **DELIVERABLES** beyond that intended for this **PROJECT** without the express written consent of **CONSULTANT** will be

at **DISTRICT'S** risk and without liability of **CONSULTANT**. None of the **DELIVERABLES**, handouts, or other documents or materials produced in whole or in part under this **AGREEMENT** shall be the subject of an application for copyright on behalf of **CONSULTANT** or any representatives, consultants, subcontractors, employees, or agents of **CONSULTANT**.

6. **District's Representative.** **DISTRICT** hereby designates

_____ as **DISTRICT'S** representative to act on **DISTRICT'S** behalf with respect to the **PROJECT** ("**DISTRICT'S REPRESENTATIVE**"). **DISTRICT** or **DISTRICT'S REPRESENTATIVE** shall render decisions promptly to avoid unreasonable delay in the progress of **CONSULTANT'S** performance of the **SCOPE OF WORK**.

7. **Consultant's Representative.** **CONSULTANT** hereby designates

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

8. **Standard of Care/Relationship of Parties.** No agency or employment agreement is created by this **AGREEMENT**. **CONSULTANT** shall be deemed an independent contractor for purposes of this **AGREEMENT**. Except as specifically authorized in writing,

CONSULTANT is not authorized to bind **DISTRICT** to any contractual obligations. In addition to its obligations to perform the duties specified in this **AGREEMENT**, **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.

9. **Confidentiality.** During the course of performing under this **AGREEMENT**, **CONSULTANT** may become privy to information identified by **DISTRICT** as confidential, or which is otherwise considered by its nature to be confidential. **CONSULTANT** represents and warrants that it will take all steps necessary to protect such confidential information consistent with its duties hereunder.
10. **Publicity.** Unless directed otherwise by the **DISTRICT**, **CONSULTANT** shall include in all publicity generated by it concerning the **PROJECT**, and which is the subject of this **AGREEMENT**, that the **PROJECT** is "funded, in part, by the Great Rivers Greenway District."
11. **Compliance with ADA and Other Applicable Law.** **CONSULTANT** shall perform all tasks in compliance with all applicable laws, rules, regulations, ordinances, and standards, including, but not limited to, the Americans with Disabilities Act, as Amended, 42 U.S.C. § 12101 et seq., 47 U.S.C. §§ 225.611 and including all standards set forth in the regulations promulgated by the United States Department of Justice (2010 ADA Standards and the 2009 Draft Final Accessibility Guidelines for Outdoor

Developed Areas) and Missouri's accessibility standards set out in the Missouri Revised Statutes at §8.610 et seq., as well as any modifications, amendments or update to any of these standards in effect during the term of this **AGREEMENT**. Any deviation from the requirements of this Section 11 must be approved in writing by **DISTRICT**.

12. **Indemnity/Hold Harmless.** **CONSULTANT** agrees to indemnify and hold harmless **DISTRICT**, its elected and appointed officials, officers, representatives, agents and all employees from and against any and all claims, demands, actions, damages, liability and expense, including reasonable attorneys' and other professional fees, and the expenses of such parties ("Claims"), in connection with loss of life and bodily injury and/or damage of property arising from the **SCOPE OF WORK** or **CONSULTANT'S** work and operation under this **AGREEMENT**, but only to the extent caused by the negligent acts or omissions, in whole or part, of **CONSULTANT**, its officers, agents, employees, representatives, members, consultants, and/or subconsultants. 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 any loss or damage caused in whole or in part by the negligent acts or omissions of said representative, agent, consultant, or subconsultant.

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 out of, in connection with, resulting from, or incidental to **CONSULTANT'S** operation under this **AGREEMENT**.

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

termination of this **AGREEMENT**.

If required by applicable law, **CONSULTANT** shall also maintain Worker's Compensation Insurance protecting **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	\$ Statutory Limit each accident
Bodily Injury by Disease	\$ Statutory Limit policy limit
Bodily Injury by Disease	\$ Statutory Limit each employee

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

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

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

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

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

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

DISTRICT

CONSULTANT

Great Rivers Greenway District
6178 Delmar Blvd
St. Louis, MO 63112
Attn: CEO

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

17. **Controlling Law/Venue.** This **AGREEMENT** shall be interpreted in accordance with the laws of the State of Missouri. Any legal proceedings brought hereunder shall be brought in the Circuit Court of St. Louis County, Missouri or in the event of Federal jurisdiction, in the United States District Court, Eastern District of Missouri.
18. **Attorney Fees and Costs.** In the event that **DISTRICT** shall institute litigation or be named as a party to any litigation to enforce or interpret the provisions of this **AGREEMENT**, and **DISTRICT** shall be successful in whole or part in the prosecution or defense of such litigation, **CONSULTANT** shall pay all costs, expenses and reasonable fees incurred or paid by the **DISTRICT** in connection with such litigation.
19. **E-Verify Affidavit.** Concurrently with execution of this **AGREEMENT**, **CONSULTANT** shall execute and deliver to **DISTRICT** the affidavit attached hereto as Exhibit B confirming **CONSULTANT'S** enrollment in a federal work authorization program with respect to its employees, in compliance with Section 285.530 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 \$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 B because **CONSULTANT** 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.

20. **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.

21. **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.

22. **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.

23. **Amendment.** This **AGREEMENT** may be amended only by written instrument signed by both the **DISTRICT** and the **CONSULTANT**.

[Signature Page to Follow]

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: _____</p> <p>Name: _____</p> <p>Title: _____</p>

EXHIBIT A

[SCOPE OF WORK]

EXHIBIT B

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

STATE OF _____)
) ss.

COUNTY OF _____)

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

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

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

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

Signature _____

Name: _____

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

Notary Public

My commission expires: _____