



# Great Rivers Greenway

## REQUEST FOR BID

### INSTALLATION OF ECO COUNTERS AND BIKE FIX IT STATIONS

SUBMITTAL DUE DATE: 2:00 P.M. Thursday March 25, 2021

SUBMITTAL LOCATION: Great Rivers Greenway  
3745 Foundry Way, Suite 253  
St. Louis, Missouri 63301

Questions or information related to this request should be directed to:

Susan Jankowski

Operations Supervisor

Email: [sjankowski@grgstl.org](mailto:sjankowski@grgstl.org)

Website: <https://greatriversgreenway.org/job-bids/>

## 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.

## SCOPE OF WORK

The District is seeking bids from qualified firms to install three (3) Eco-Counters and three (3) Bike Fix It Stations throughout our district.

- The District will provide the Counters and Fix It Stations
- Locations include: Maline Greenway, Boschert Greenway, Sunset Greenway, Centennial and Gravois Greenway
- All locations are accessible in work vehicles
- Installation specifications are attached to this bid for each product shown below as EXHIBIT A. SCOPE OF WORK
- Map of counters and fix it stations EXHIBIT B. SCOPE OF WORK

## 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 performance of contracts utilizing District funds.

Minority and Women Business Enterprise goals of 25/5% have been established by the District; 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 Enterprises (WBE). It is the prospective consultant'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. The District reserves the right to negotiate contract participation with qualified respondents.

Proposed MBE/WBE firms either as prime contractor or sub-contractors must be certified by one or more of the following 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

## **WORK AUTHORIZATION**

Any contracts awarded pursuant to this RFP shall require bidders to execute and deliver to the District an affidavit confirming the bidder's enrollment in the E-Verify federal work authorization program pursuant to Sections 285.525 and 285.530 RSMo and a copy of the bidder's E-Verify MOU. Bidders 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 bidder does not have any employees (though an affidavit attesting that the bidder has no employees will still be required).

## **INSURANCE REQUIREMENTS**

Firm shall maintain comprehensive general liability insurance, automobile liability insurance, and property liability insurance and worker's compensation as outlined in the draft contract attached in Exhibit A. The District and Partner Agency shall be named as additional insured on the firm's comprehensive general liability insurance, automobile liability insurance, and property liability insurance policies. Bidders should address any material variances from the insurance requirements contained in Exhibit A in their bids to the District.

## **INSTRUCTIONS FOR PREPARING BIDS**

Submittals should contain the following information:

- Unit price bid for eco-counter installation and fix it station installation
- Estimated time frame for completing the project
- MBE/WBE/DBE status of sub-contractors, if any.
- Project descriptions for three (3) recent projects with a similar scale and scope performed by the firm within the last five (5) years. Include the following:
  - Provide name of client (include contact information)

- Description of projects
- Services provided
- Any additional information relevant to the requested scope of services.

## SELECTION CRITERIA

The District will select the lowest and best-qualified bidder capable of performing the scope of work. This determination will be based on, but not necessarily limited to, a bidder's:

1. Successful completion of projects of similar scope within the last five (5) years;
2. Capacity to complete the project during the 2021 calendar year;
3. Compliance with the MBE/WBE Goals set forth (MBE 25%/WBE 5%); and
4. Any other relevant information offered or discovered during the evaluation process.

## Important Considerations

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, and 4) request additional information which the District deems necessary.

This Request for Bid does not obligate the District to pay any costs incurred by any respondent in the submission of bids 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 may 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.

The District intends to utilize the contract in substantially the form attached hereto and incorporated as Exhibit A. Bidders should address any material variances from the contract form's terms in their bids, including but not limited to any proposed variances to the insurance and indemnification provisions therein.

Any contracts awarded pursuant to this Request for Bids 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 of 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.

Subject to disclosure that may be required by the Missouri Sunshine Law in Chapter 610 of the Revised Statutes of Missouri, the District agrees to maintain in confidence, and not to disclose to any third party, the information contained in submissions to this Request for Bids; provided, however, that the District, its consultants, its agents and representatives

may disclose such information (i) to such party's accountants, attorneys, consultants and other advisors in connection with this Request for Bids (collectively "Representatives") to the extent that such Representatives reasonably need to know such information in order to evaluate and select submittals in connection with this Request for Bids, (ii) to the extent required by any law or court order; and (iii) in connection with any litigation that may arise in connection with this Request for Bids.

## Responses Due

**Sealed Bids are due by (2:00) PM Central Standard Time on (03/25/2021).**

Please deliver one (1) sealed hard copy bid via mail the address below. The District invites bids on the appropriate form attached hereto entitled "Bid Sheet", all blanks of which must be filled. Bids will be received in the office of the District no later than 2:00 pm on 03/25/2021. 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 or received via email. Bids delivered in person or via mail must be submitted in a sealed opaque envelope, addressed to:

Great Rivers Greenway

3745 Foundry Way, Suite 253

St. Louis, MO 63301

Bid envelopes shall be marked in the upper left-hand corner with the name of the firm submitting the Bid, and in the lower left-hand corner envelop shall be marked: "Eco Counter and Fix It Station Installation." All bids received by the District will be publicly opened, but due to Covid-19 restrictions, participation will only be via Zoom at the link below. Bid tabulations will be posted online following the opening.

Join Zoom Meeting

<https://us02web.zoom.us/j/87327660617>

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.

## Questions

Questions may be directed to: Susan Jankowski, via email at: [sjankowski@grgstl.org](mailto:sjankowski@grgstl.org). Answers to questions received by 03/22/2021 will be distributed to all known recipients of the Request for Bids and posted online at <https://greatrivergreenway.org/jobs-bids/>

# BID SHEET

# EXTERIOR BOLLARD COATING FOR GATEWAY ARCH NATIONAL PARK

Item	Description	Unit	Quantity	Cost (\$/unit)
Eco Counter	Installation of counter and surface wires	Each	3	
Fix it Station	Installation of Bike Fix it Stations into existing concrete OR new poured pad in specified locations.	Each	3	

Exceptions or Clarifications:

[illegible]

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

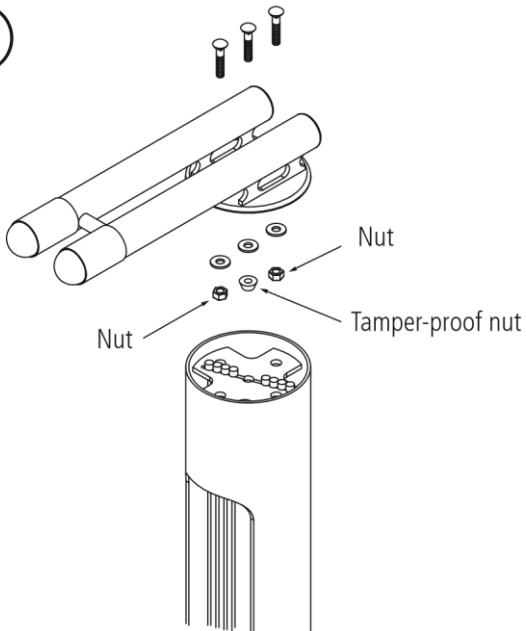
Company: \_\_\_\_\_

## EXHIBIT A

### Scope of Work

#### FIX IT STATION INSTALLATION GUIDE

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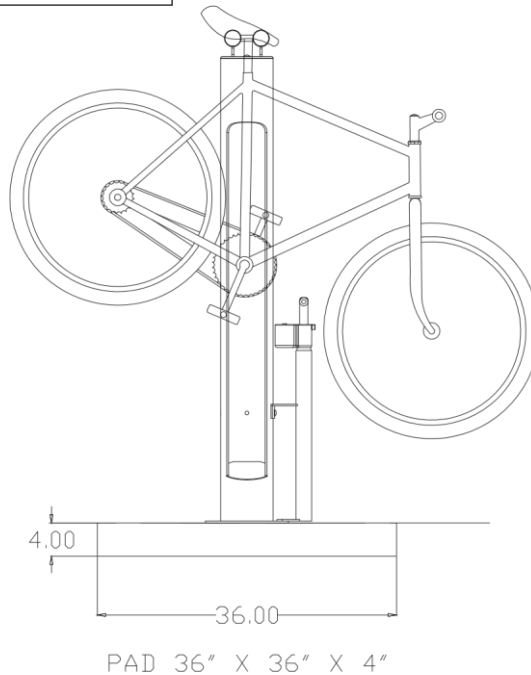
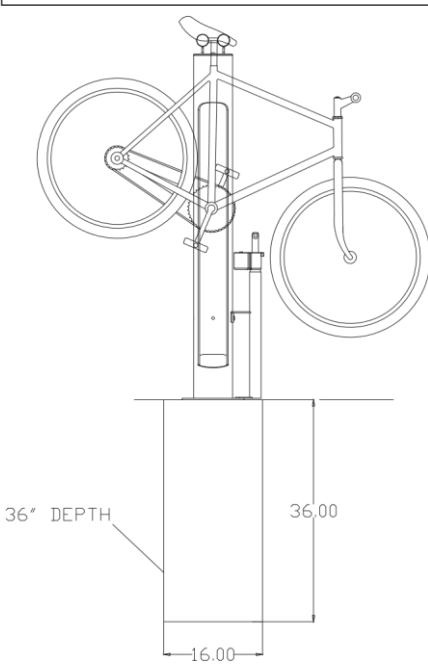
Place the bike hanger in the desired position on top of the Fixit upright and attach with carriage bolts, washers and nuts. **Apply the tamper-proof nut to center bolt to secure tools.**

If you would like us to add your station to our online map, email the station's geocoordinates to [web@dero.com](mailto:web@dero.com). These coordinates can be obtained by simply clicking a point on a Google Map.  
<http://www.dero.com/fixitmap/fixitmap.html>



Concrete pad

recommendations



PAD 36" X 36" X 4"

## Installing the System

**Include the drying time for the concrete into the total installation time.**

**We recommend installing the system in two stages:**

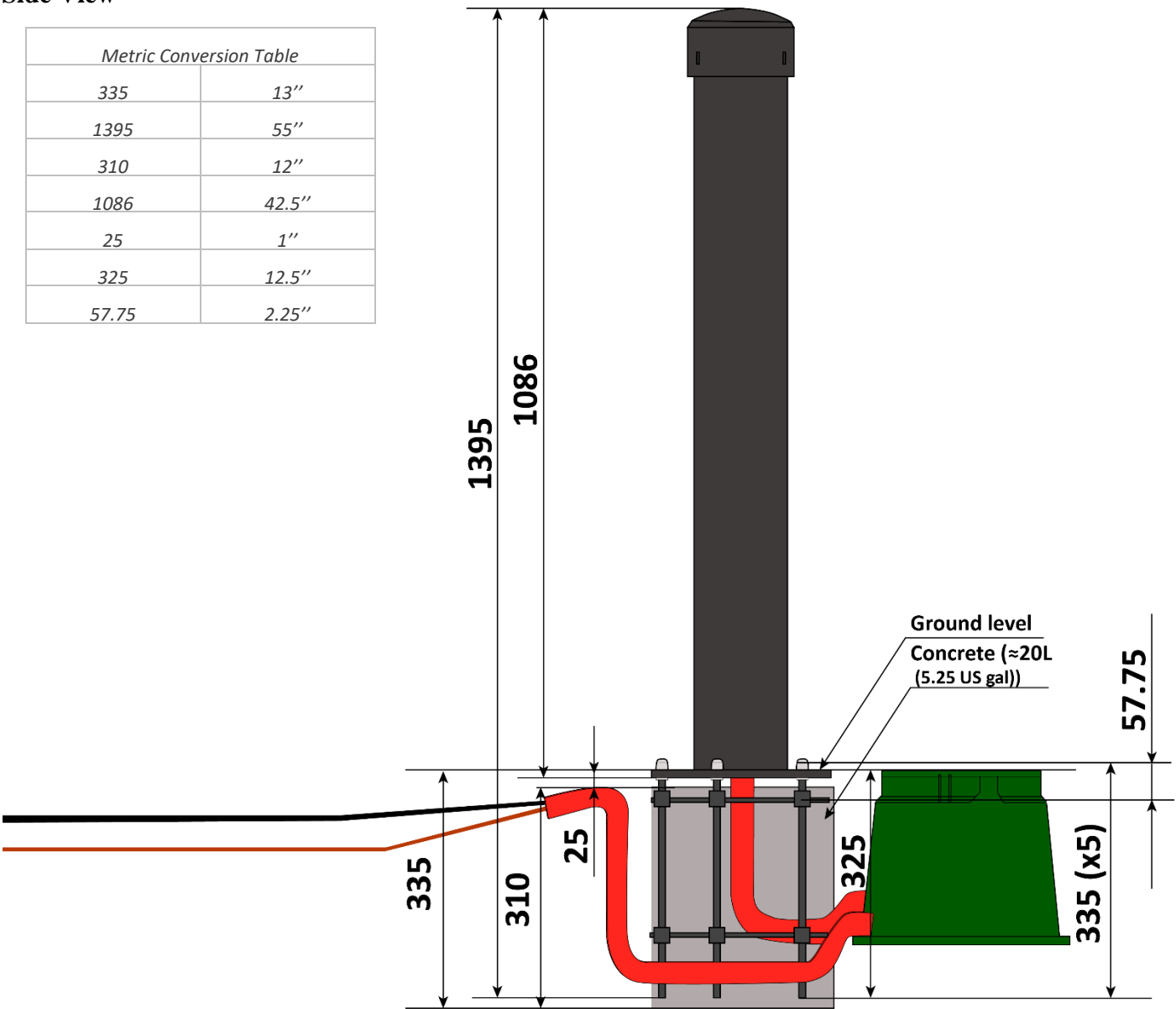
- **Day 1: Installation of the anchor base, manhole and conduits.**
- **Day 2: Installation of the ZELT Loops and Urban Post.**

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### Layout

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Side View

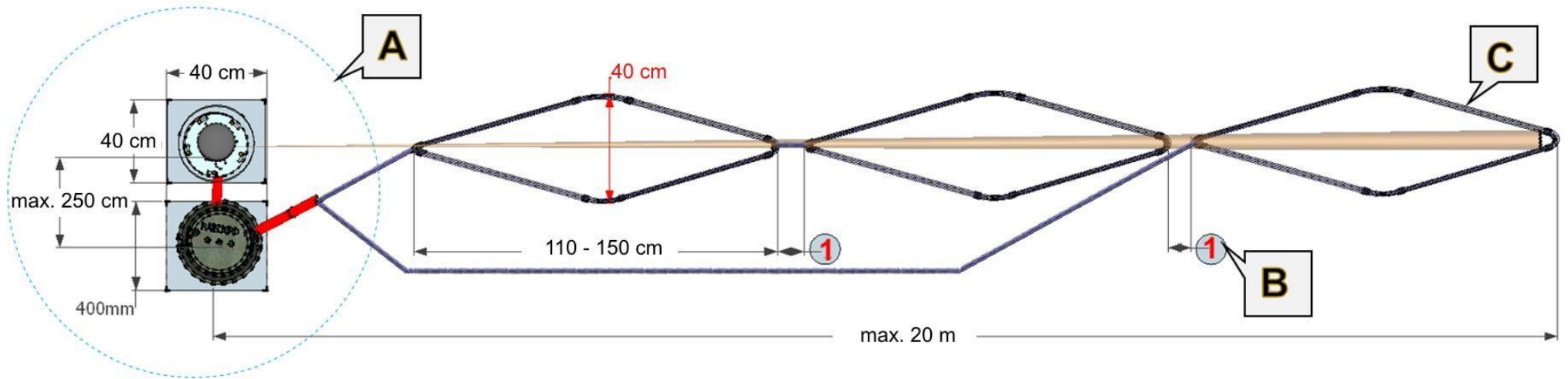


Note that the system shown on the layout diagram includes a manhole.

All systems with more than two ZELT Loops include a manhole.



## Top View

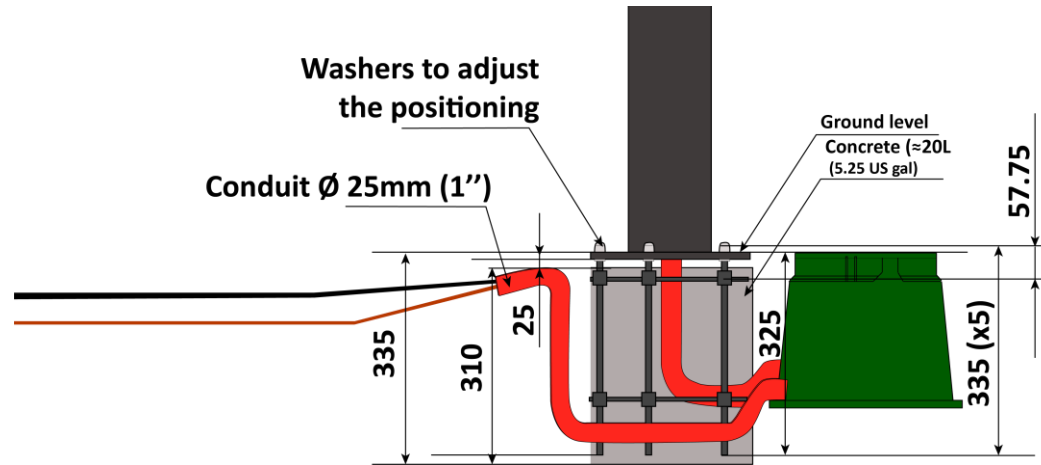


*Example on a three-loop system*

*Metric Conversion Table*

40 cm	16"
250 cm	98"
20 m	65'
110 cm	43"
150 cm	60"

# A/ Anchor Base



*Metric Conversion Table*

335	13"
310	12"
25	1"
325	12.5"
57.75	2.25"



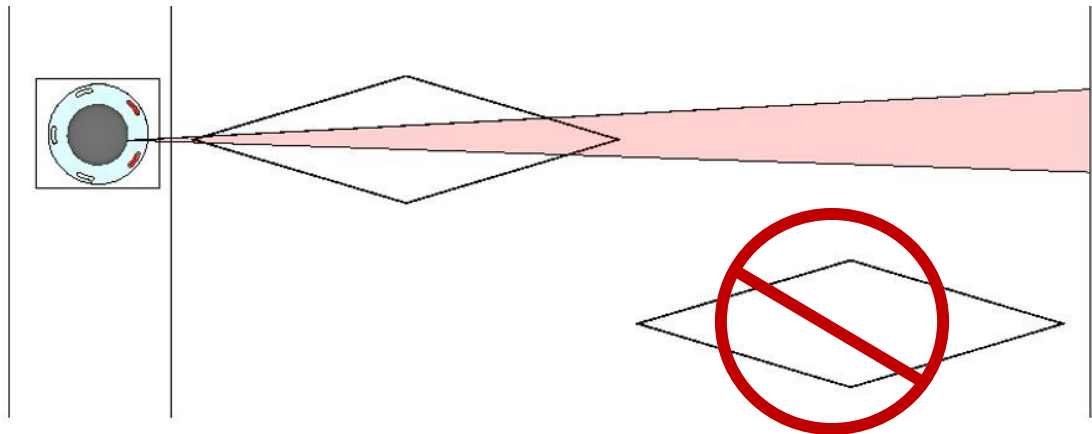
# Great Rivers Greenway

## A/ Position of the Urban Post compared to the ZELT loops

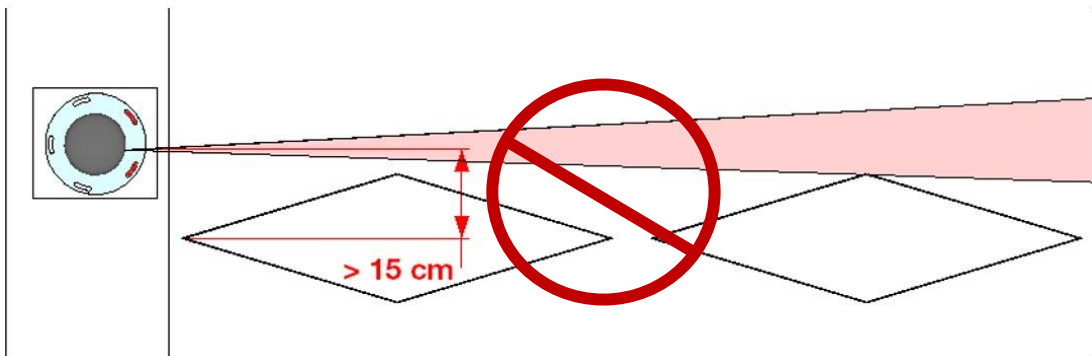


**To avoid imperatively:**

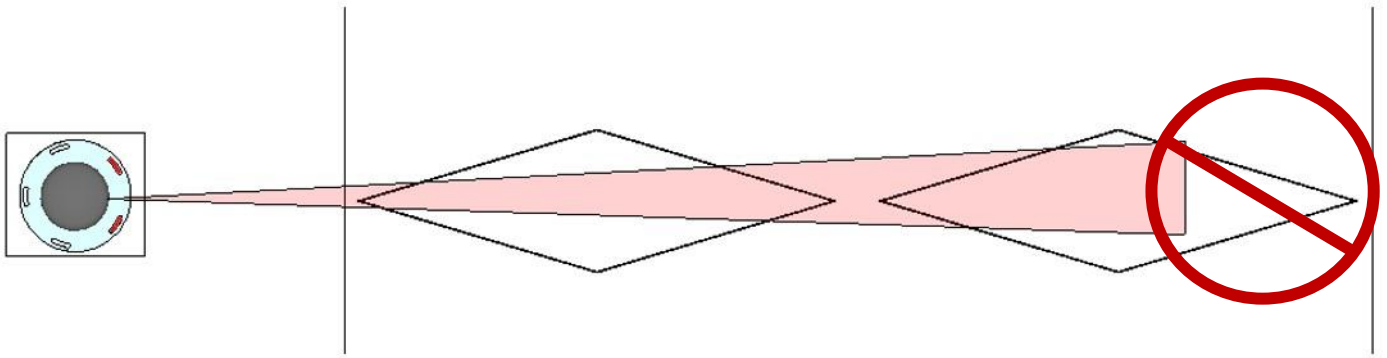
- Loops improperly aligned



- Urban Post with a gap of more than 15cm (6'') on the right or left



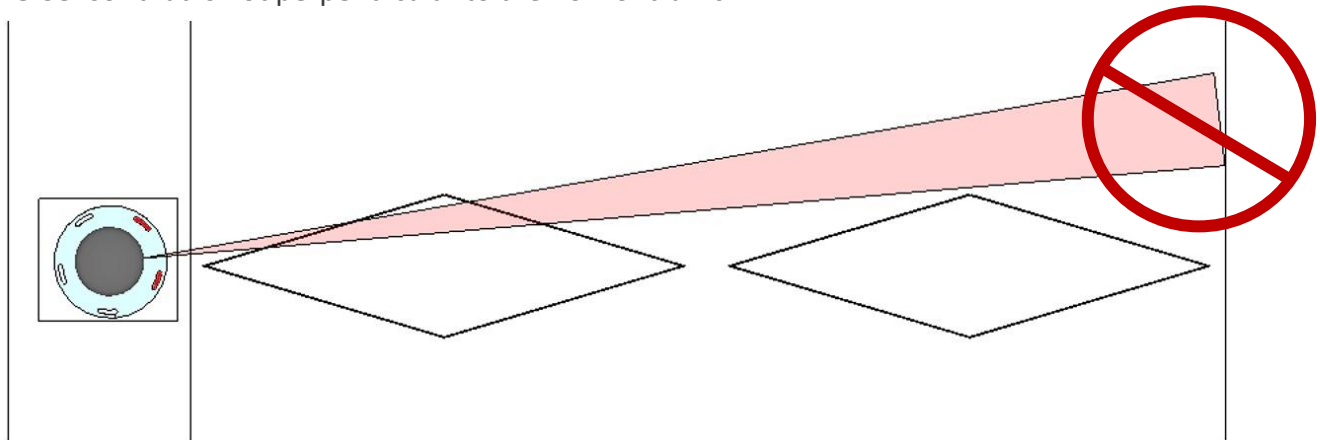
- Systems on which the direction is given by the PYRO Sensor: PYRO Sensor that doesn't cover each loop



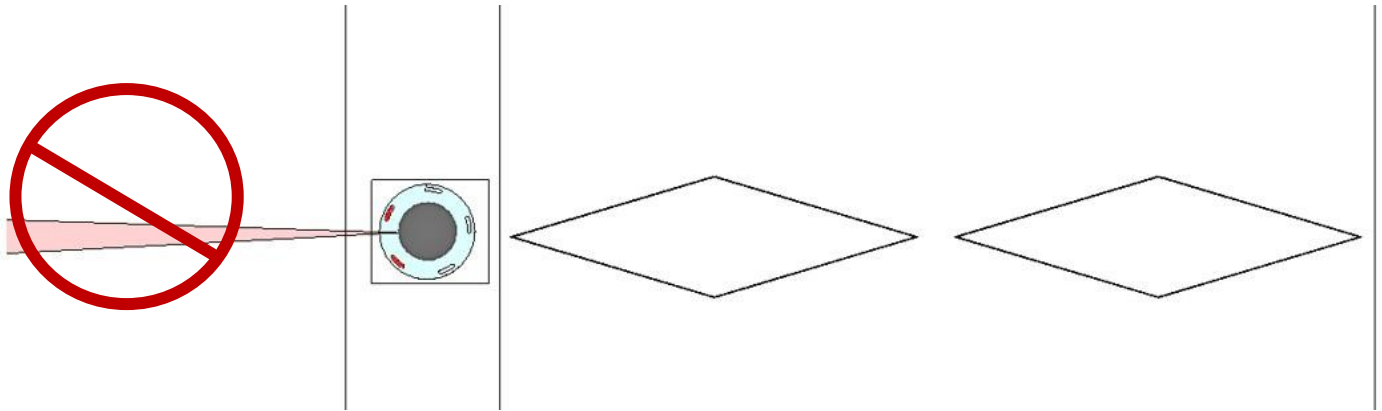
*A sticker on the PYRO Sensor indicates the range.*

*Unscrew the cap of the Urban Post with the torx wrench provided and lift the inner structure to see the sticker.*

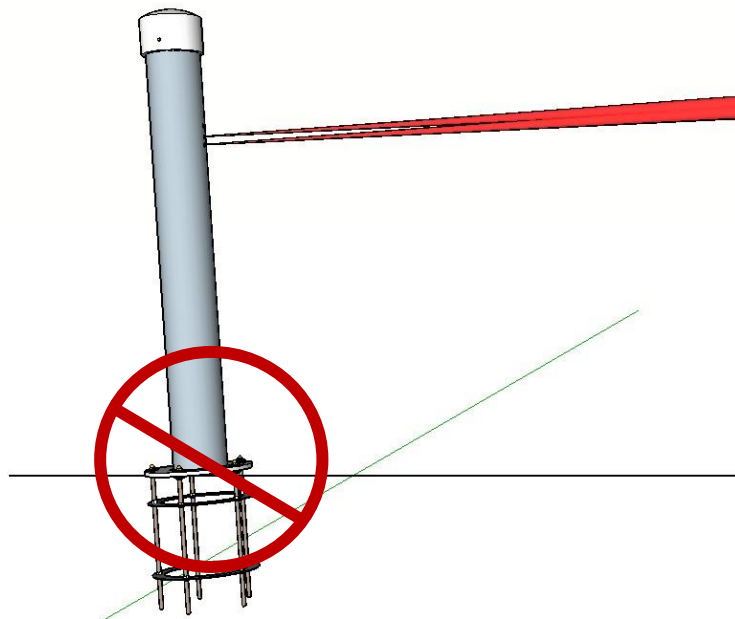
- PYRO Sensor that is not perpendicular to the flow of traffic



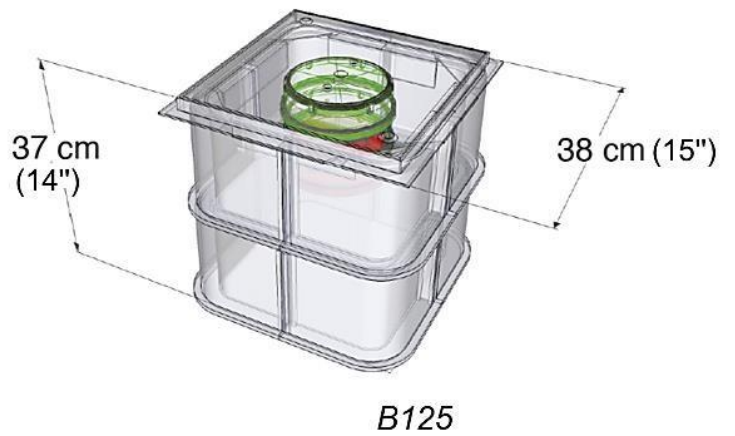
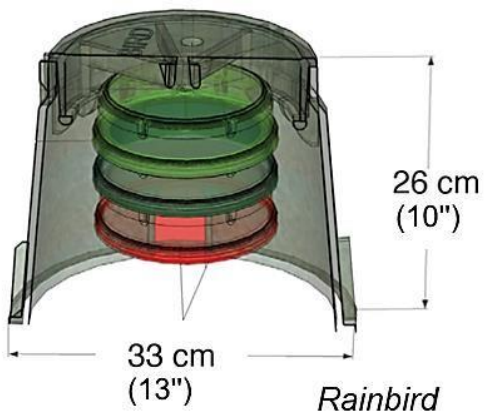
- PYRO Sensor that does not face the path



- Urban Post that is not perpendicular to the ground



- **Proper Positioning**



## **A/ Manhole Dimensions**

All systems with more than two ZELT Loops include a manhole

### **B/ Spacing between the ZELT loops and dimensions**

Apply the corresponding spacing to the length of the loops. Please refer to **Appendix A – Layout**, page 30, to do so.



## C/ Dimensions of the cut-outs and positioning of the ZELT Loops

**The number of loops and the positioning depend on the type of system ordered and on the installation site.**

- System with direction recognition through the PYRO sensor: see [Appendix A, Systems with direction recognition through the PYRO sensor](#), page 31.
- System with direction recognition through the ZELT Loops: see [Appendix A, Systems with direction recognition through the ZELT Loops](#), page 33.

### Procedure

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#### Installing the Anchor Base & Manhole

**Reminder: Follow the indications in the section *Layout*, page 13.**

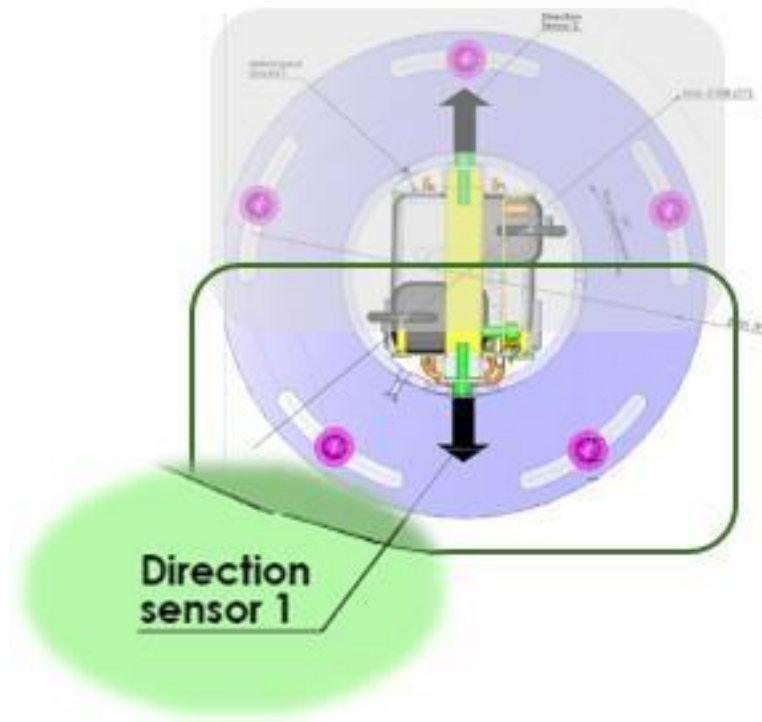
1. **Systems with more than two ZELT loops:** Dig a hole for the manhole less than 250 cm (8') from the location intended for the anchor base.
2. **Rainbird manhole:** Place the geotextile under the manhole and secure it with the supplied elastic band.
  - **B125 manhole:** Place the geotextile at the bottom of the hole and place the manhole on top of it.
3. Dig a hole for the anchor base.
4. **Attention! The positioning of the anchor base determines the positioning of the PYRO Sensor.**

Adjust the positioning of the anchor base by using the template supplied so that:

  - The axis of the PYRO Sensor is perpendicular to the path once the installation has been accomplished.
  - The PYRO Sensor is pointing at the ZELT loops.

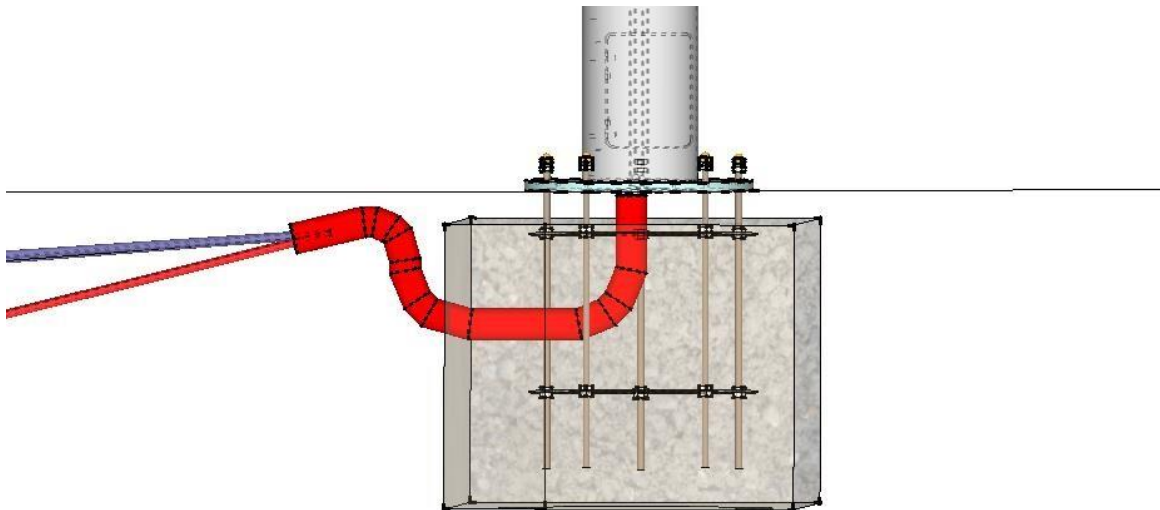
The template supplied has been designed by default for cases where the Urban Post includes two PYRO Sensors.

In your case, the reference PYRO Sensor is "**Sensor 1**".



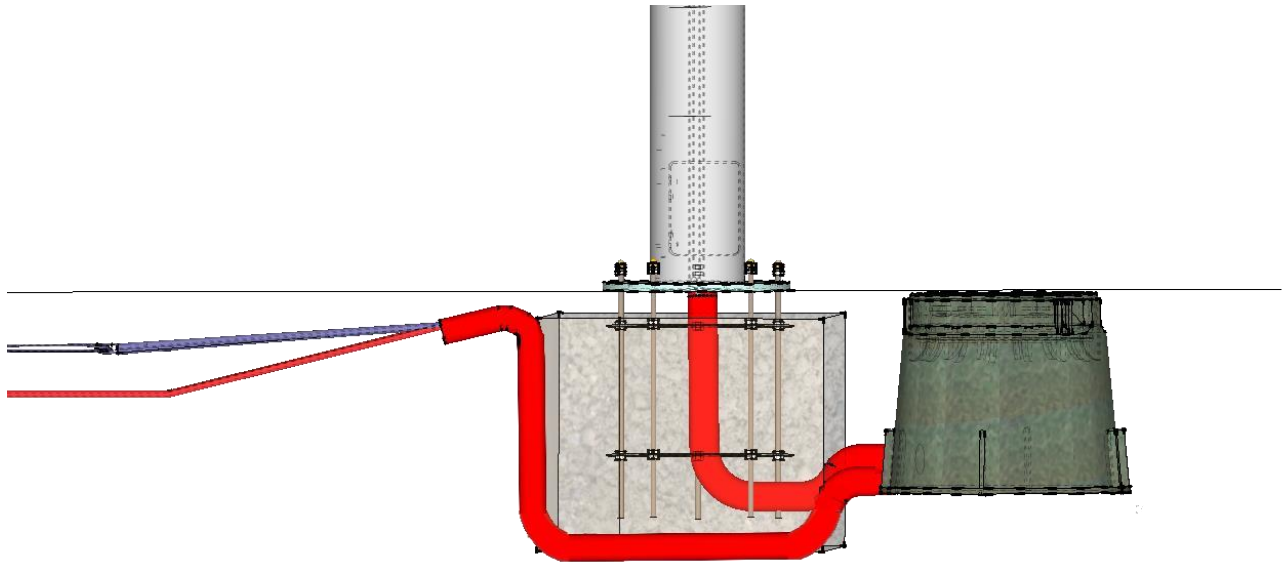
5. Place the conduit(s).

- Systems with one or two ZELT Loops:



- Systems with more than two ZELT Loops:

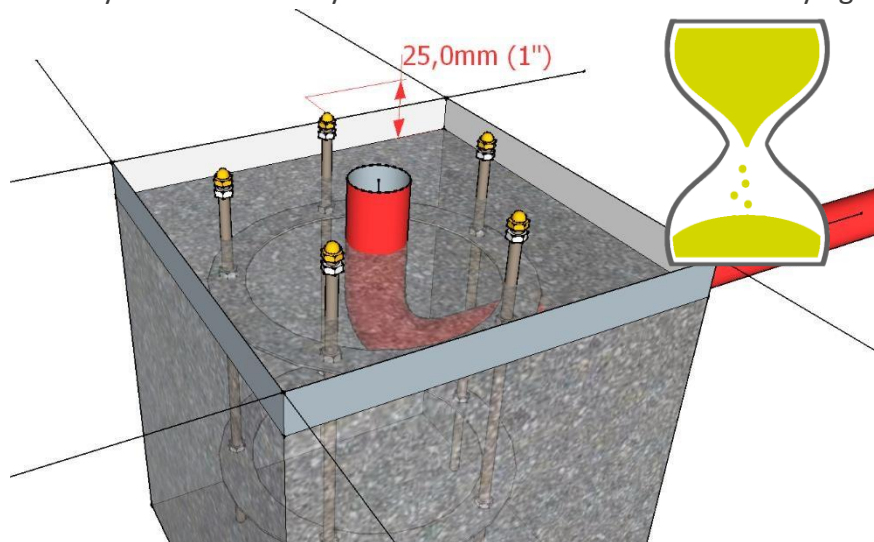




6. Fill in the hole and the anchor base with concrete.

**Ensure the rod tips of the anchor base protrude 25mm (1") above the concrete surface.**

7. Let the concrete dry. Please refer to your concrete instructions for the drying time.



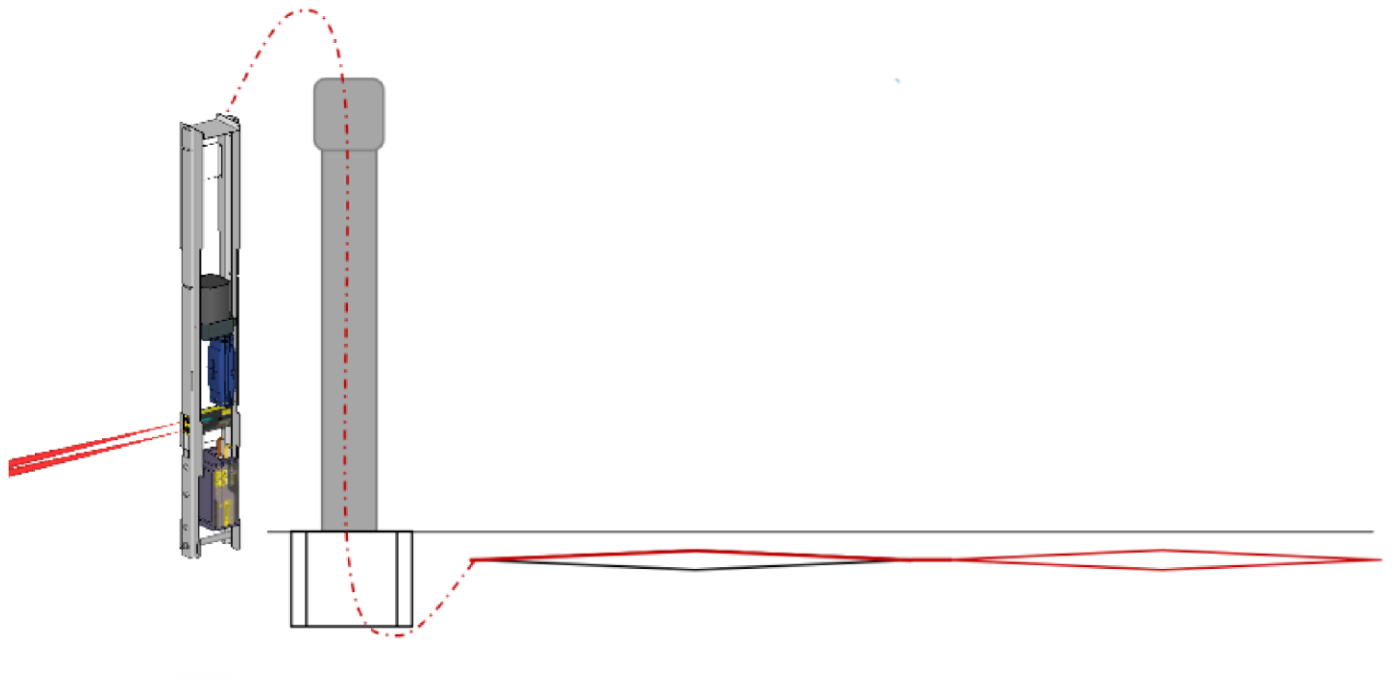
### Installing the ZELT Loops

Refer to the document ***ZELT Inductive Loops for bicycles – Installation***, to install your ZELT Loop.



- **Install and test the complete system before covering the ZELT Loops.**

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- If the system does not include a manhole, keep enough slack at the beginning of the wire to be able to remove the inner structure from the Urban Post and turn it over. This allows to replace the batteries.



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### Connect the Loops to the ZELT Sensor

Connect the ZELT Loops to the ZELT sensor by following the indications in the document ***ZELT Inductive Loops for bicycles – Installation.***

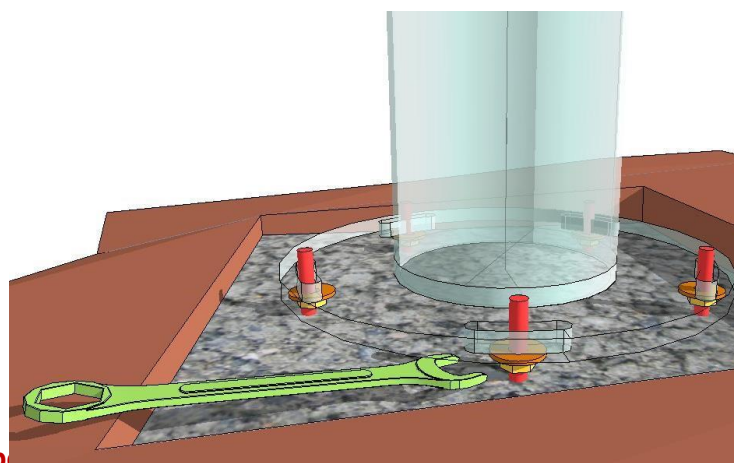
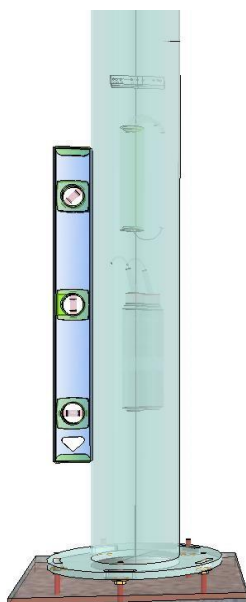
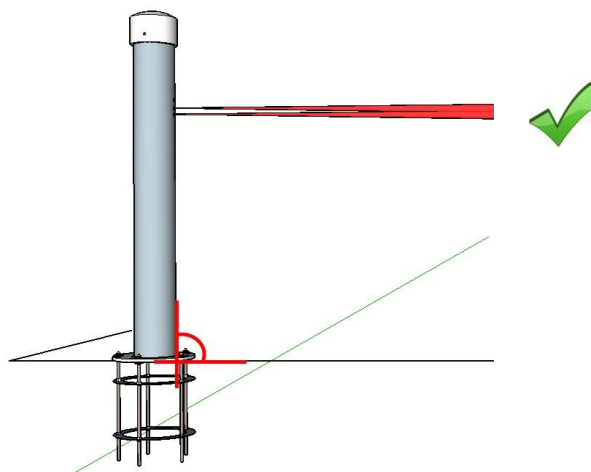
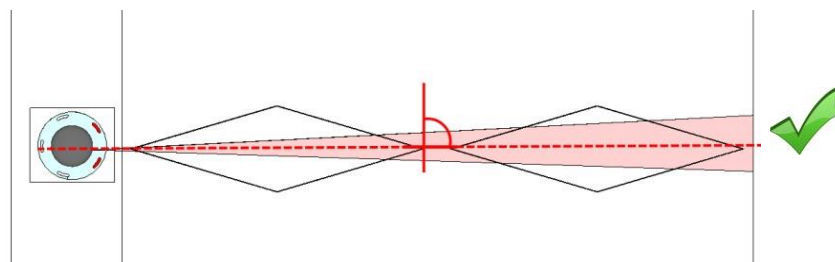
### Installing the Urban Post



**Warning! If the concrete is not dry, place the geotextile fabric over it before fixing the Urban Post to the anchor base.**

The geotextile fabric prevents the concrete from rising into the Urban Post.

1. Place the Urban Post on the anchor base and adjust its position.



The axis of the PYRO Sensor must be perpendicular to the ground surface

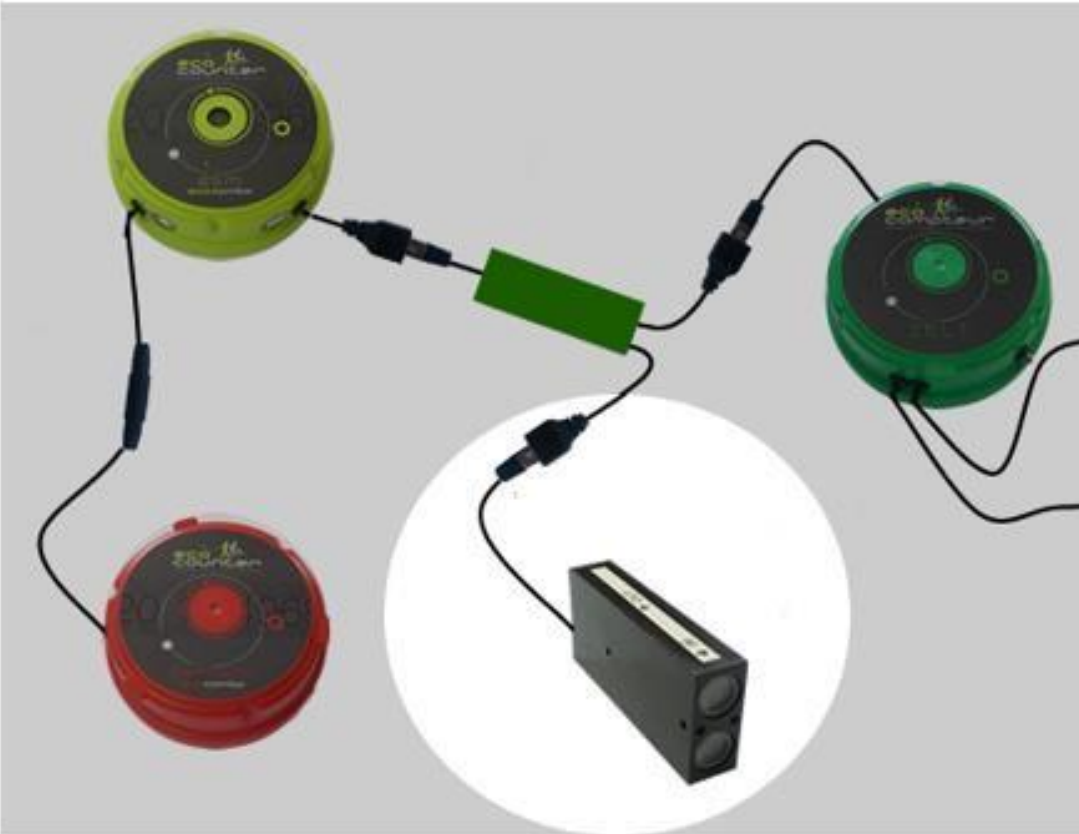
2. Bolt down the Urban Post.



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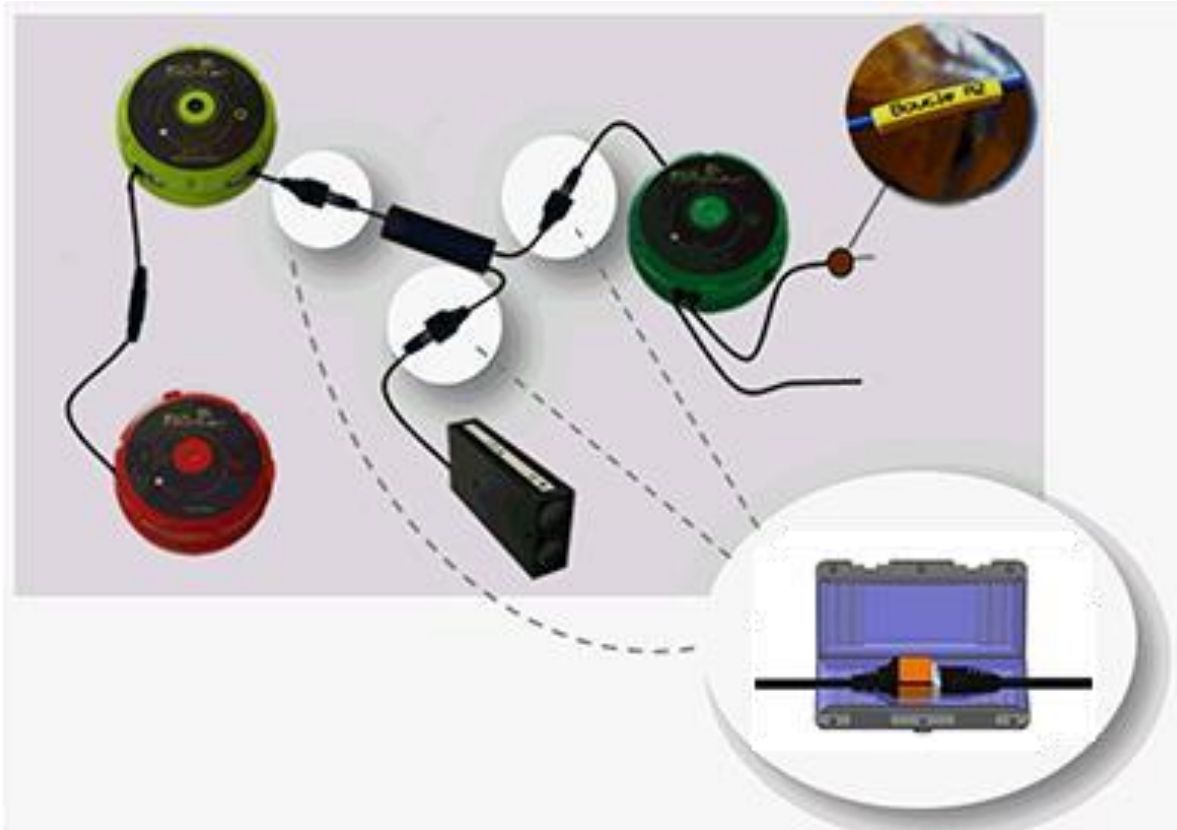
### Connecting the PYRO Sensor (Systems Equipped with a Manhole)

1. Connect the PYRO sensor to the Smart Connect inside the manhole.



2. **Attention! Risk of material damage! RJ45 connectors are not waterproof.**

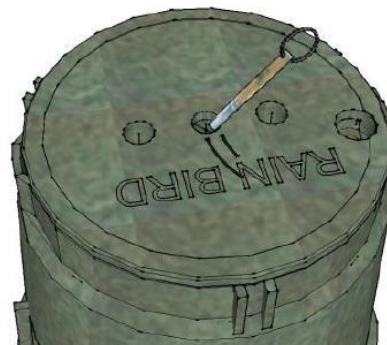
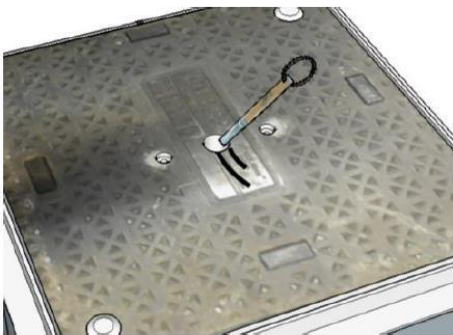
Shut the black RayGel junction boxes over the connected rj45 sockets.



3. Wake-up your counter by waving the magnetic key over the wake-up zone.

While waving the magnetic key, the wake-up zone lights up green. The wake-up zone will start flashing blue at regular intervals.

*If you don't tap the wake-up zone with the magnetic key for more than ten minutes, the Eco-Combo logger switches automatically to energy-saving counting mode.*



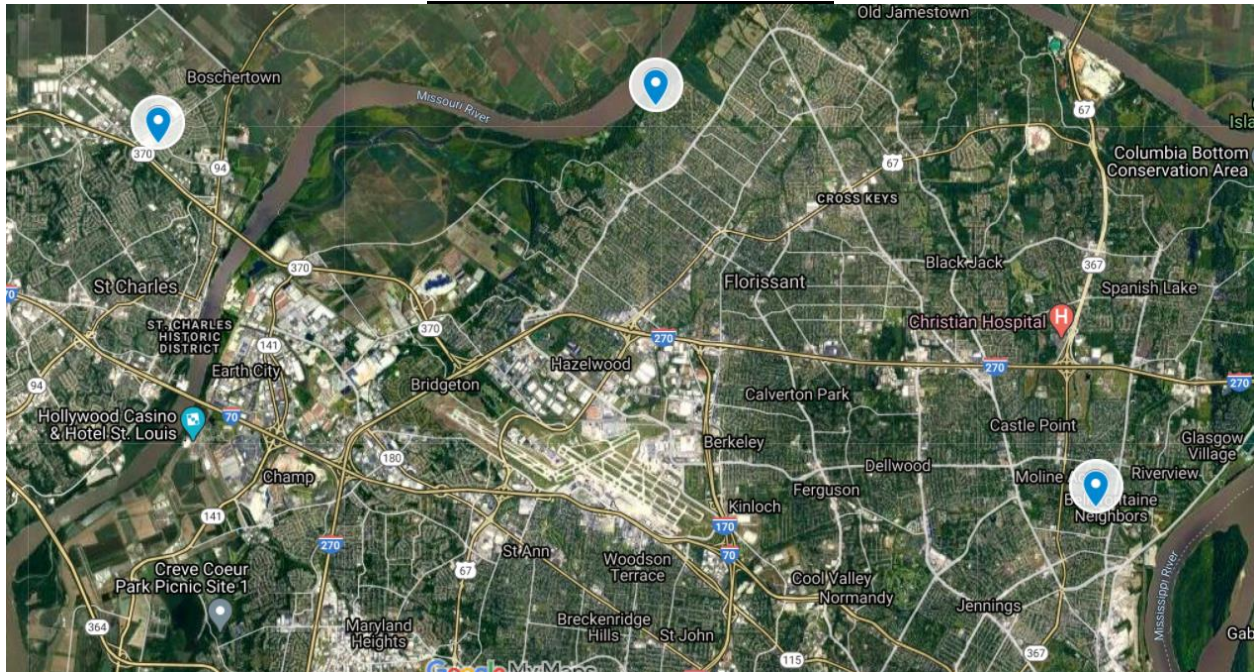
4. Leave the magnetic key over the wake-up zone until you see very quick green flashes in the wakeup zone.

This allows the Eco-Combo logger to detect the PYRO sensor.



**EXHIBIT B**  
**SCOPE OF WORK**

## LOCATION OF COUNTERS



## LOCATION OF FIX IT STATIONS

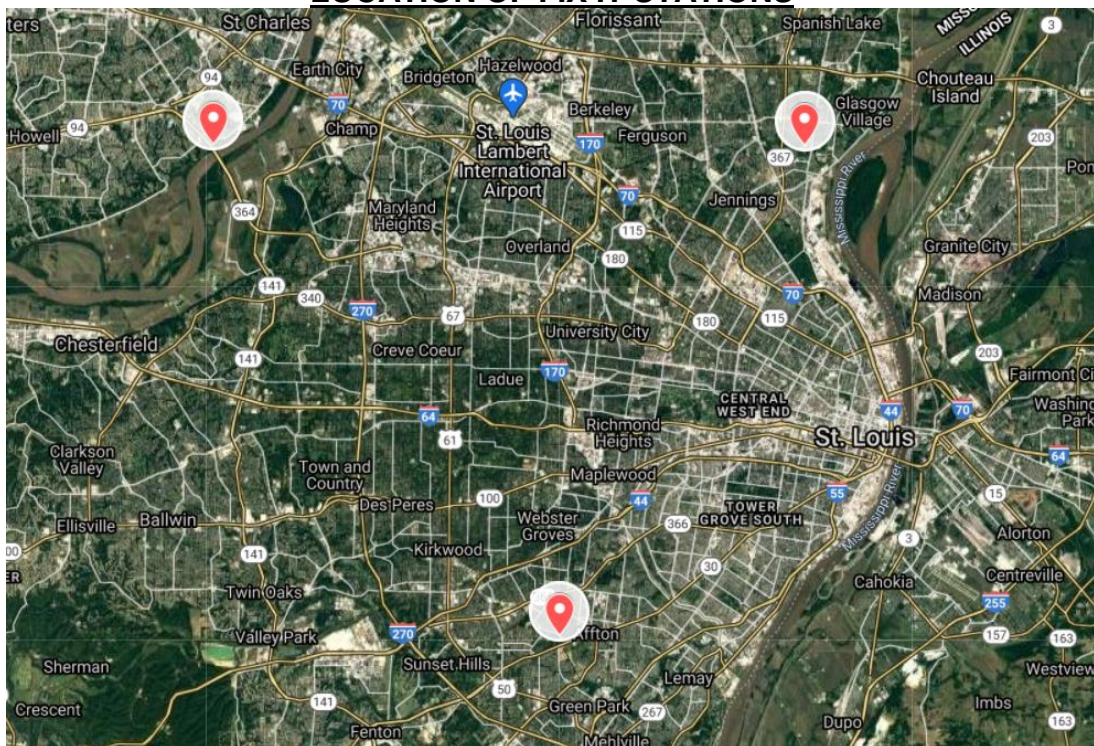




EXHIBIT A  
FORM OF CONTRACT

**AGREEMENT WITH ( )**  
**(Eco Counter and Fix it Station Installation—Great Rivers Greenway)**

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

1. **Scope of Work.** The **CONSULTANT** agrees to perform the services described in Exhibit A, which is attached hereto and incorporated herein by reference (the “**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**”. **Compensation.** The **DISTRICT** shall pay to the **CONSULTANT** a total sum not to exceed ( ) Dollars (\$ XXX,XXX) for the **SCOPE OF WORK** and **ADDITIONAL TASKS**. The payment of this sum shall be made (i) in accordance with written invoices submitted by the **CONSULTANT** detailing the work performed, the person or persons performing the work, the detailed fees and costs therefor grouped by subproject code as indicated by **DISTRICT** staff, and the percentage of the **SCOPE OF WORK** that has been completed at the time of invoicing, and (ii) otherwise in accordance with the payment terms set forth in the attached **SCOPE OF WORK**, if any. Notwithstanding anything to the contrary contained 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 under this **AGREEMENT** exceed \$**XXX,XXX**.

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**. The **CONSULTANT'S** period of service shall commence on the date set forth above and shall continue through December 31, 2021. Pending approval by **DISTRICT'S** Board of Directors, **DISTRICT** shall have the right to renew this **AGREEMENT** on the same terms and conditions (including the **SCOPE OF WORK**, compensation therefor, and the hourly fees for **ADDITIONAL WORK**) set forth herein for two additional one-year periods, from January 1, 2022 – December 31, 2022, and January 1, 2023 – December 31, 2023, respectively. Notwithstanding anything to the contrary contained herein, **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.
4. **District's Representative.** **DISTRICT** hereby designates Ben Grossman as **DISTRICT'S** Representative to act on **DISTRICT'S** behalf with respect to the **PROJECT** ("**DISTRICT'S REPRESENTATIVE**"). **DISTRICT** or **DISTRICT'S REPRESENTATIVE** shall render decisions promptly to avoid unreasonable delay in the progress of **CONSULTANT'S** performance of the **SCOPE OF WORK**.

5. **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** prior written consent, except in the event that **'S REPRESENTATIVE** is no longer employed by **CONSULTANT**, in which event **CONSULTANT** shall immediately notify **DISTRICT** in writing of the new **CONSULTANT'S REPRESENTATIVE**.
6. **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.
7. **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.

8. **Compliance with ADA and Other Applicable Law.** **CONSULTANT** shall perform all tasks in compliance with all applicable laws, rules, regulations, ordinances, and standards.
9. **Permits, Fees, and Licenses.** **CONSULTANT** shall be responsible for securing and paying for all permits, fees, and licenses necessary for the proper execution and completion of the **SCOPE OF WORK** and the **ADDITIONAL TASKS**. **CONSULTANT** shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority relating to the performance of the **SCOPE OF WORK** and the **ADDITIONAL TASKS**.
10. **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, arising in whole or in part out of, in connection with, resulting from, or incidental to **CONSULTANT'S** operation under this **AGREEMENT**.

11. **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**.

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
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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 11**.

12. **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.

13. **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

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

CONSULTANT

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14. **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.
15. **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.
16. **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.

17. **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.
18. **Anti-Discrimination Against Israel Act.** Concurrently with execution of this **AGREEMENT**, **CONSULTANT** shall execute and deliver to **DISTRICT** the affidavit attached hereto as Exhibit C 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 C 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.

19. **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.
20. **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.
21. **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.
22. **Amendment.** This **AGREEMENT** may be amended only by written instrument signed by both the **DISTRICT** and the **CONSULTANT**.

[Signature Page to Follow]



## Great Rivers Greenway

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

<b>DISTRICT</b>  <b>Metropolitan Park and Recreation District d/b/a The Great Rivers Greenway District</b>  By: _____ Susan Trautman, CEO	<b>CONSULTANT</b>  _____  By: _____ Name: _____ Title: _____
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Approved as to form:  _____ Husch Blackwell LLP
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**EXHIBIT B**

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

STATE OF \_\_\_\_\_)

) ss.

COUNTY OF \_\_\_\_\_)

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

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

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

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

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**My commission expires:** \_\_\_\_\_

**EXHIBIT C**

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

STATE OF \_\_\_\_\_)

) ss.

COUNTY OF \_\_\_\_\_)

Before me, the undersigned Notary Public, in and for the County/City of \_\_\_\_\_, State of \_\_\_\_\_, personally appeared (*Name*) \_\_\_\_\_, who is \_\_\_\_\_ (*Title*) of \_\_\_\_\_ (*Name of company*), (a corporation), (a partnership), (a sole proprietorship), (a limited liability company) (the "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: \_\_\_\_\_