



Great Rivers Greenway

REQUEST FOR PROPOSALS FOR ENGAGEMENT STRATEGY SERVICES

SUBMITTAL DUE DATE: Friday, December 3, 2021
4:00 P.M. Central Standard Time

SUBMITTAL LOCATION: greatriversgreenway.org/jobs-bids
Submit qualifications via .PDF Format Only

QUESTIONS RELATED TO THIS RFP:

Questions related to this request should be directed to the GRG website (greatriversgreenway.org/jobs-bids) no later than November 19, 2021 at 4:00pm CST. Answers will be posted to the GRG website and emailed to all known recipients of the RFP on November 26, 2021.

PART A: CONSULTANT PROCUREMENT

TEAM QUALIFICATIONS

The selected consultant may be an individual, firm or team that best demonstrates the ability to address the anticipated scope outlined below. The consultant is expected to work collaboratively with Great Rivers Greenway and its partners.

Prospective consultants should review the anticipated scope of work carefully to determine the appropriate composition of their team expertise. Qualifications in public engagement and health equity are desired. The team must demonstrate capacity and experience.

INSTRUCTIONS FOR PREPARING QUALIFICATIONS SUBMITTAL

Please upload one submission in .PDF format to the GRG web site (link will be provided to you). Submission should be no more than 12 pages and must include the following:

- Letter of interest that includes:
 - Summary of qualifications of the consultant, firm and/or team
 - Consultant team leader with contracting authority
 - Roles and qualifications of individual team members (if applicable)
- Overview of consultant firm(s) with brief profiles of individuals assigned to this effort, including project manager and organization chart.
- 1-2 page statement of understanding of the proposed scope of work and consultant's approach to working with the Project Partners. If the consultant proposes to deviate from the suggested scope of work, provide description of the proposed approach and justification.



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- Description of consultant's experience with local governments, districts or other public agencies.
- Profile of three to five projects demonstrating relevant experience working on similar efforts within the past five years. These projects should include work samples of relevant public engagement and health equity work. Include references with current contact information.
- Resumes of key individuals assigned to the effort.
- Statement of current hourly rates or any other information related to fees and anticipated reimbursable expenses.
- Description of the firm's ownership structure, including percentage ownership by women and minorities and DBE/WBE/MBE certification.
- Disclosure of any material agreements, relationships, or employment your firm or team members have that may create a conflict of interest or the appearance thereof with any of the Project Partners.
- Signed Exhibit E by person in responsible charge acknowledging all submittal requirements, including template contract.

It is the sole responsibility of the vendor to ensure the .PDF statement of qualifications is received in proper time. No late submittals will be considered. **No printed, fax or verbal proposals will be accepted.**

SELECTION PROCESS

GRG will assemble a review committee to evaluate all responses to this Request for Proposals. The review committee may conduct interviews of short-listed consultants. The review committee may contact respondents to clarify submitted information and/or to schedule interviews of short-listed firms. Respondents will be notified in writing they have or have not been selected for this effort.

Criteria considered during the interview will include but may not be limited to:

- Experience in work required
- Record of the firm successfully accomplishing their work on other projects (deliverables and outcomes)
- Capacity and expertise of staff assigned to project
- Project management philosophy
- Project delivery, research and technical approach
- Diversity of project team (DBE/MBE/WBE certified team members) and/or Diversity-Equity-Inclusion (DEI) approach
- Ability to address project goals and meet deliverable and schedule requirements
- Demonstrated willingness to perform work in collaborative manner with GRG staff, partners, additional stakeholders, etc.



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- Added value to the project based on unique staff experience, previous work, additional skills, approach or other factors

GRG may utilize the services of one or more consultants to meet periodic needs for additional services that may arise and may select different consultants to provide additional services, as staff determines appropriate.

ANTICIPATED PROCUREMENT SCHEDULE

Please make note of following milestone dates for consultant team selection:

NOV 4: GRG Issues RFP

NOV 19: Related questions due to GRG by 4:00pm CST
Submit questions in writing to greatriversgreenway.org/jobs-bids

NOV 26: GRG Issues Response to Questions
All questions and responses emailed to all known recipients of the RFP

DEC 3: Qualifications Submittals Due by 4pm Central Standard Time

TBD: Interviews conducted

TBD: Establish scope and fee with selected team

TBD: Award contract to selected team

PART B: PROJECT BRIEF

GRG is a regional public agency serving the City of St. Louis, St. Louis County and St. Charles County. GRG connects the St. Louis region with greenways, making it a vibrant place to live, work, and play. Great Rivers Greenway is operated by a 30-member staff and governed by a 12-member Board of Directors. Staff members work within five groups referred to as Build, Promote, Sustain, Administration/Finance, and the Great Rivers Greenway Foundation.

This project will update GRG's existing [2018 Engagement Strategy](#). This strategy provides overall guidance to GRG's approach to engagement and is a living document that is subject to revision over time based on related best practices and lessons learned. The updated document will be known as the 2022 Engagement Strategy.

The agency also has an overall [Diversity, Equity and Inclusion Plan](#) to assess our strengths and opportunities for growth. Any vendor is expected to learn with us and value this work.

This will be a 1-year contract with a fee of up to \$35,000 including any reimbursable costs incurred such as mileage or supplies.



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- More information on Great Rivers Greenway's vision for a regional network of greenways may be found here: <https://greatriversgreenway.org/reports-plans/>
- Exhibit A - Critical Procurement & Contracting Terms
- Exhibit B - Template Contract
- Exhibit C - Consultant Procurement Confirmation

The purpose of this Request for Qualifications is to select the best qualified consultant or consulting team to prepare the 2022 Engagement Strategy.

QUALIFICATIONS

The selected consultant may be an individual, firm or team that is able to fulfill the intent of the suggested Scope of Work and is expected to work collaboratively with the Project Partners.

PART C: ANTICIPATED SCOPE OF WORK

Great Rivers Greenway expects the project deliverables to be developed through a methodical and collaborative process that places strong emphasis on community and stakeholder input.

Upon selection of the most qualified firm/team, GRG intends to enter a contract for 2022. Great Rivers Greenway's anticipated scope of work includes, but is not limited to, the following:

1. Review and assess the current [Engagement Strategy](#) (2018) document to identify opportunities for updates based on local, national and international industry best practices for community and civic engagement; diversity, equity and inclusion; and trauma-informed community engagement.
2. Research lessons learned during the COVID-19 pandemic to identify related-engagement tactics for incorporation into the revised Engagement Strategy document. This work may include the identification of strategies, practices, and tactics that equitably engage people in the planning and design of greenways using virtual engagement, minimal-contact engagement, and engagement that avoids large in-person gatherings. This work will also evaluate equity impacts and the accessibility of public engagement activities to potentially vulnerable populations.
3. Review the current GRG [Diversity Equity and Inclusion Plan](#) (2019) and identify goals for incorporation into the 2022 Engagement Strategy document.
4. Review of GRG's current engagement practices including the [IAP2 Spectrum of Public Participation](#) and the Ask, Align, Act model of engagement.
5. Interview GRG staff, board members, community stakeholders, design firms, and engagement firms to understand current priorities, approaches and needs for civic engagement, and to define the engagement process in the lifecycle of greenway development.



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6. Working with GRG staff, assemble an advisory committee consisting of various representatives mentioned in #5 to contribute to the work and review the draft and final strategy document. Consultants will be expected to manage the committee and all its work, including meeting logistics, communication, meeting facilitation, meeting minutes, etc. It is anticipated that the committee would convene 3 or 4 times during the project.
7. Adapt concepts from the Trauma-Informed Community Building and Engagement Model and Adverse Community Experiences and Resilience Framework. Develop strategies, practices, and tactics to effectively engage people in trauma-impacted communities in the planning and design of greenways.

The resources listed below will be referenced to understand the Trauma-Informed Community Building and Engagement Model and Adverse Community Experiences and Resilience Framework.

1. [Trauma-Informed Community Building and Engagement](#) (Falkenburger, Arena, Wolin 2018)
2. [Adverse Community Experiences and Resilience: A Framework for Addressing and Preventing Community Trauma](#) (Prevention Institute & Kaiser Permanente 2016)
3. [Trauma Informed Community Building: A Model for Strengthening Community in Trauma Affected Neighborhoods](#) (Weinstein, Wolin, Rose 2014)
4. [Trauma Informed Community Building: The Evolution of a Community Engagement Model in a Trauma Impacted Neighborhood](#) (BRIDGE Housing 2018)

Learnings from this work will provide opportunities to:

1. Acknowledge community-level traumas, which stem from historic and ongoing social inequities and disenfranchisement
 2. Outline trauma-related challenges to meaningful community engagement
 3. Provide strategies, practices, and tactics for effectively engaging people in trauma-impacted communities in the planning and design of greenways
8. Additional scope items may be included by the interested firms for consideration by Great Rivers Greenway. Great Rivers Greenway reserves the right to add, modify and delete scope items in order to stay within the project's budget.

The deliverables for this scope of work should include at a minimum:

1. A written report of all reviews, research and interviews conducted to determine the content for the 2022 Engagement Strategy.
2. Meeting agendas, facilitation and minutes from the Advisory Committee meetings



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3. A draft strategy with content based on work performed in the aforementioned scope to be reviewed by GRG review committee.
4. A final strategy based on work performed in the aforementioned scope
5. Additional deliverables as identified by the consultant in response to this RFP.

As scope needs are elaborated throughout the contract, it is expected that the consultant will collaborate with GRG staff to prepare detailed tasks and schedules for specific deliverables and will begin relevant contract periods with a scoping exercise to identify and prioritize tasks.

GENERAL PROVISIONS

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

It is the policy of GRG that minority and women-owned businesses shall have the maximum opportunity to participate in the performance of contracts utilizing taxpayer funds. Minority and Women Business Enterprise goals of 25/5% have been established by GRG; i.e. 25% or more of the total contract amount to be awarded to Minority Business Enterprises (MBE) and 5% or more 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 Teams. GRG reserves the right to negotiate contract participation with qualified respondents. The consultant's ability to meet GRG's diversity goals will be a consideration in the evaluation of the firm/team. Preference will be given to businesses located within St. Louis City, St. Louis County or St. Charles County (Great Rivers Greenway's district), and secondarily within the state of Missouri.

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

This Request for Proposals does not obligate Great Rivers Greenway to pay any costs incurred by any respondent with their submission.

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



Exhibit A

CONSULTANT shall execute and deliver to the District an affidavit confirming the CONSULTANT's enrollment in the E-Verify federal work authorization program pursuant to Sections 285.525 and 285.530 RSMo and a copy of the CONSULTANT's E-Verify MOU. CONSULTANT 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).

The company (CONSULTANT) shall execute and deliver to the District an affidavit certifying that the company (CONSULTANT) 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 (CONSULTANT) has less than 10 employees (an affidavit attesting that the company (CONSULTANT) 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.

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 Contractor, or of any Subcontractor or Sub-subcontractor, 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 out of, in connection with, resulting from, or incidental to CONSULTANT'S operation under this AGREEMENT.

In addition to the foregoing, CONSULTANT shall require that any representative, agent, consultant, or subcontractor 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.

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



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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



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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 either:

- a. cover all subconsultants under its insurance policies; or
- b. require each subconsultant not so covered 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.

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.

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PROFESSIONAL SERVICE AGREEMENT
(_____ **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 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 (\$_____), subject to annual appropriation by the **DISTRICT’s** Board of Directors, 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

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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 _____. 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.
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

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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

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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**.

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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

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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
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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 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.

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

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

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

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

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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.
15. **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**

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concurrently with execution of this **AGREEMENT** an affidavit attesting that **CONSULTANT** has less than ten (10) employees.

16. **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.
17. **Conflict.** In the event of any conflict or inconsistency between the provisions of the body of this **AGREEMENT** and the exhibits attached hereto, the provisions of the body of this **AGREEMENT** shall control and govern.
18. **Integration.** This **AGREEMENT** represents the entire integrated agreement between the **DISTRICT** and the **CONSULTANT**, and supersedes all prior negotiations, representations or agreements, either written or oral.
19. **Amendment.** This **AGREEMENT** may be amended only by written instrument signed by both the **DISTRICT** and the **CONSULTANT**.

[Signature Page to Follow]

TEMPLATE CONTRACT

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, CEO</p>	<p>_____</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>

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

Exhibit B

TEMPLATE CONTRACT

EXHIBIT A

[SCOPE OF WORK]

TEMPLATE CONTRACT

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

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My commission expires: _____



Great Rivers Greenway

Exhibit C

As the representative in responsible charge of this submittal for _____
[INSERT CONSULTANT TEAM NAME], I hereby acknowledge this submittal contains and confirms the following:

- Letter of interest that includes:
 - Summary of qualifications of the consultant, firm and/or team
 - Consultant team leader with contracting authority
 - Roles and qualifications of individual team members (if applicable)
- Overview of consultant firm(s) with brief profiles of individuals assigned to this effort, including project manager and organization chart.
- 1-2 page statement of understanding of the proposed scope of work and consultant's approach to working with the Project Partners. If the consultant proposes to deviate from the suggested scope of work, provide description of the proposed approach and justification.
- Description of consultant's experience with local governments, districts or other public agencies.
- Profile of three to five projects demonstrating relevant experience working on similar efforts within the past five years. Include references with current contact information.
- Resumes of key individuals assigned to the effort.
- Statement of current hourly rates or any other information related to fees and anticipated reimbursable expenses.
- Description of the firm's ownership structure, including percentage ownership by women and minorities and DBE/WBE/MBE certification.
- Disclosure of any material agreements, relationships, or employment your firm or team members have that may create a conflict of interest or the appearance thereof with any of the Project Partners.
- By signing below, we hereby acknowledge our review of, and concurrence with, the terms and conditions contained in Exhibits B, C, and D; or inclusion of any proposed material variances from Exhibits C or D (attached hereto).

Person in Responsible Charge of this Submittal:

Signature: _____

Printed Name: _____

Date: _____