



REQUEST FOR QUALIFICATIONS FOR BRICKLINE GREENWAY: DESIGN, ENGINEERING, PERMITTING, CONSTRUCTION ASSURANCE, AND FEDERAL AID ADMINISTRATION

SUBMITTAL DUE DATE: January 27, 2022 at 2:00pm CST

SUBMITTAL LOCATION: Link will be provided upon download of RFQ
from GRG website.
Submit qualifications via .PDF Format Only

QUESTIONS RELATED TO THIS RFQ:

Questions related to this request should be directed to the Great Rivers Greenway (GRG) website (link will be provided) no later than January 18, 2022 at 5:00pm CST. Answers will be posted to the GRG website and emailed to all known recipients of the RFQ on or around January 21, 2022.

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 should emphasize team diversity and work collaboratively with Great Rivers Greenway and its partners. Project partners include the City of St. Louis, the St. Louis Development Corporation, the Bi-State Development Agency, the Missouri Department of Transportation, the Federal Highway Administration, the project's Stakeholder Working Group and resident-led Citizen Advisory Committee.

Prospective consultants should review the anticipated scope of work carefully to determine the appropriate composition of their team expertise. The consultant's diversity inclusion will be a consideration in the evaluation of the firm/team. Qualifications related to compliance with federal aid requirements is required. The team must include demonstrated capacity and experience including project management, effective communication with GRG staff and other consultants, public presentations, and meeting facilitation. Necessary expertise includes but is not limited to architecture, landscape architecture, engineering, lighting design and urban planning. The team is expected to prepare well-coordinated construction documents and also complete construction administration.

GRG has independently contracted with a community engagement consultant to collaborate on outreach to nearby residents and stakeholders. Community engagement is emphasized to ensure community awareness of and involvement in the planning and development of the project. GRG and the consultant will lead on the following engagement efforts:

- Community and neighborhood-specific engagement
- Adjacent resident, property- and business-owner engagement
- Advisory committee and working group engagement
- Segment and topic-specific engagement



- Regional and overall project engagement

The selected team will participate in and support the efforts of GRG and the community engagement consultant.

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 30 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, including community- and resident-based advisory groups. 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 administration of federal aid grants (including BUILD and TIGER if any) and knowledge of Local Public Agency (LPA) Policy and associated federal requirements.
- Identification of team member(s) assigned specifically to GRG to achieve federal requirements. Description of experience required (including BUILD and TIGER if any).
- 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 federal aid administration. 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 team's diversity inclusion, including the estimated percentage participation by minority and women-owned business enterprises (M/WBEs).
- 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 and required professional services invoice cover form.

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 Qualifications. The review committee will 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 (via email) if they have or have not been selected for this effort.

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

- Relevant experience in work required
- Record of the firm successfully accomplishing their work on other similar projects (deliverables and outcomes)
- Capacity and expertise of staff assigned to project, and specifically the capacity of the team's lead project manager for the anticipated design term of 2022-2024
- Experience of team and identified team lead in administration of federal aid requirements
- Quality assurance/quality control program or procedures
- Diversity of project team (MBE/WBE certified team members) and/or Diversity-Equity-Inclusion (DEI) approach
- Project management philosophy
- Project delivery, research and technical 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, engagement consultants, etc.
- 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 related to design, engineering services, construction assurance and federal aid administration and may select different consultants to provide additional services, as GRG determines appropriate.

ANTICIPATED PROCUREMENT SCHEDULE

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

January 6: RFQ available for download from the GRG website



Great Rivers Greenway

- January 10: GRG to host virtual information session at 8:00am CST
Both virtual sessions cover the same topics. Sign up at:
<https://greatriversgreenway.org/brickline-greenway-mixer/>
- January 12: GRG to host virtual information session at 4:00pm CST
Both virtual sessions cover the same topics. Sign up at:
<https://greatriversgreenway.org/brickline-greenway-mixer/>
- January 18: Related questions due to GRG by 5:00pm CST
Submit questions in writing via GRG website
- January 21: GRG Issues Response to Questions
Answers will be posted to the GRG website and emailed to all known recipients of the RFQ
- January 27: Qualifications Submittals Due at 2:00pm CST
- February 9 & 11: Interviews conducted via ZOOM at 9:00am and 10:00am CST
- February 21: Deadline to establish scope and fee with selected team
- March 8: GRG Board of Directors Meeting: 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 26-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. More information about GRG's vision for a regional network of greenway may be found here: <https://greatriversgreenway.org/mission-vision/>

In addition to the regional network of greenways, GRG is leading a major public-private partnership to establish the Brickline Greenway which will connect Washington University & Forest Park, Downtown & the Gateway Arch, Fairground Park and Tower Grove Park, and many other destinations along the way, such as area neighborhoods, employment centers, parks, transit, and dozens of cultural and educational institutions. The Brickline Greenway website is: <http://www.bricklinegreenway.org/>

Key outcomes and goals for the Brickline Greenway include:

- **Exceptional Experience** - Create a regional gathering place where people can connect to St. Louis and each other.
- **Civic Well-Being** - Strengthen trust and unite communities on a common ground that boosts civic pride by making the process accountable and inclusive.



- **Connectivity** – Connect people to St. Louis’ neighborhoods, institutions, transit, jobs, destinations and public spaces.
- **Economic Growth** – Create equitable opportunities for growth and inspire continued investment in places for people to live, work, play, and visit.
- **Environmental Leadership** – Become a model for excellence in ecology and engage communities in stewarding a healthy, urban environment.
- **Healthy Lifestyles** – Encourage exploration, activity, exercise and alternative transportation to enhance physical and mental well-being for people of all ages and all abilities.

In December 2020, GRG initiated a research and preliminary planning contract for the Brickline Greenway corridor between Fairground Park and the Grand Metrolink Station. This effort was followed by a 2021 concept planning process which included robust community engagement and outreach. The concept design team will present their completed work on February 24, 2022 to the project’s Stakeholder Working Group and Citizen Advisory Committee. Future work for the concept design team is expected to focus on engagement with adjacent neighbors, property- and business-owners, as well as art and specific nodes adjacent to the Greenway alignment. The team selected as a result of this Request for Qualifications will collaborate with the concept planning firm to achieve integration of the greenway and specific nodes.

GRG emphasizes meaningful community engagement to plan, design, build and manage high quality public facilities that are welcoming and representative of the neighborhoods they serve. Engagement is structured to ensure that community voices shape plans for the greenway. Stakeholder Working Groups and Citizen Advisory Committees help form strategies for diversity, equity and inclusion; universal design; and economic development in addition to identifying specific opportunities and concerns of local residents. Project-specific engagement goals related to this phase of the Brickline Greenway development are:

- 1) To build general awareness of the Brickline Greenway project locally and regionally;
- 2) To maximize opportunities for public involvement and participation in Brickline Greenway planning efforts;
- 3) To establish new relationships and to maintain existing relationships with community members, particularly those who live, work or play in the neighborhoods the Brickline Greenway will travel through;
- 4) To connect with community members immediately adjacent to the Brickline Greenway alignment and those who are most likely impacted by the Brickline Greenway project;
- 5) To support the project management team with engagement activities that inform and advance planning and design of active Brickline Greenway project segments;
- 6) To ensure an inclusive and collaborative engagement process that advances planning and design through community input and feedback.

Community engagement will continue to be an integral part of efforts during project design. The selected team will participate in engagement efforts including presentations to the Stakeholder Working Group and Citizen Advisory Committee, and coordinate and communicate with GRG staff and its engagement consultants during the duration of this project.



GRG submitted an application to the U. S. Department of Transportation (USDOT), Office of the Secretary for the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant program in July 2021. The proposed project alignment stretched from Fairground Park to City Foundry STL. The highly competitive RAISE Grant program offered \$1 billion in multimodal, merit-based competitive discretionary grants for surface transportation projects. The principal merit criteria for the program includes, safety, environmental sustainability, quality of life, economic competitiveness, state of good repair, innovation and partnerships. GRG's RAISE Grant application may be found here: <https://www.bricklinegreenway.org/RAISE>

In November 2021, GRG responded to USDOT questions and were subsequently notified of a partial RAISE Grant award. The USDOT Received 700 applications and awarded funding to 90 projects throughout the U. S. Due to the partial award, GRG and USDOT revised the application's project scope and budget to align with a \$15 million RAISE Grant contribution with an estimated project construction cost of \$19.5 million. Public and private funding sources will provide the local construction matching funds and fund all project professional services. The revised project alignment travels on Grand Boulevard at Natural Bridge Road to Page Boulevard and is a substantial first phase in the desired connection to the Grand Metrolink Station.

RAISE Grant funding requires obligation of federal funds by or before September 30, 2024. Therefore, it is the goal of GRG to complete all aspects of design and permitting in advance of the obligation deadline. The grant agreement between GRG and USDOT is still in negotiation. It's expected that all aspects of the project must follow the Local Public Agency (LPA) Policy produced by the Missouri Department of Transportation. RAISE Grant funds must be expended before September 30, 2029.

Due to project time constraints, GRG has procured survey services and will initiate an independent contract for topographic survey and strip mapping services for the project corridor on January 11, 2022. The selected team will utilize data collected during this effort; however, some supplemental survey scope may be identified as work progresses.

In addition, GRG has independently contracted for National Environmental Policy Act (NEPA) services for the Brickline Greenway. The selected team will support the efforts of GRG and the NEPA services consultant to achieve regulatory permitting. Please refer to the following for context:

- More information on Great Rivers Greenway's vision for the Brickline Greenway may be found here: <https://www.bricklinegreenway.org>
- Exhibit A – Project Map
- Exhibit B – Critical Procurement & Contracting Terms
- Exhibit C – Template Contract
- Exhibit D – Professional Services Invoice Cover Form
- Exhibit E – Consultant Procurement Confirmation



The purpose of this Request for Qualifications is to select the best qualified consultant or consulting team for multiple aspects of the project. It is strongly recommended the project team exceed GRG's diversity inclusion goals, have adequate staff capacity, professional service expertise and competence related to federal aid requirements.

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 which include the City of St. Louis, the St. Louis Development Corporation, the Bi-State Development Agency, the Missouri Department of Transportation, the Federal Highway Administration and other local and regional partners. Coordination with the GRG Civic Engagement Manager, community engagement consultant, and community- and resident-based advisory groups is also expected.

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.

The Brickline Greenway encompasses multiple miles and possible routes but will have a unified and consistent brand standard. Common elements include the path pavement design and wayfinding signage. A Design Oversight Committee and Universal Design Group will review project designs to ensure consistency to brand standards and accessible features. However, community engagement should also be reflected in the overall greenway design. A Stakeholder Working Group and resident-led Citizen Advisory Committee will ensure community input is incorporated in the design and design process. The GRG Civic Engagement Manager, with a community engagement consultant will coordinate engagement efforts.

The project design should celebrate the diversity, culture and histories of the unique neighborhoods served by the greenway. Incorporation of culturally significant public art is also a desired element of greenway design. The art program will assist in placemaking by welcoming people to the greenway and educating and connecting people to the past and future aspirations of the place. An independent solicitation for overall Brickline Greenway public art manager is forthcoming, and the selected team will coordinate with the project's public art efforts.

The Brickline Greenway will be phased over time. Upon selection of the most qualified firm/team, GRG intends to enter into an initial contract with an expectation to add amendments or issue new contracts for additional services and/or durations. Initial contract(s) are expected to focus on the RAISE Grant Project Area (Exhibit A) but may extend to other project segments and periods of service. Future service areas may include but not limited to St. Louis Avenue, Spring Avenue, St. Louis University Campus, and I-64 Crossing (Exhibit A). GRG's anticipated scope of work includes, but may not be limited to, professional services the following categories:



- Architectural Services
- Engineering Services
 - Civil
 - Construction
 - Electrical
 - Geotechnical
 - Traffic
 - Structural
- Federal grant administration and requirements
- Landscape Architectural Services
- Lighting Design
- Urban planning

Data collection and analysis leading to the preparation of preliminary, intermediate, pre-final and final plans, specifications and estimates are required. Site control services, utility coordination and non-NEPA regulatory permitting services are also sought. The team should demonstrate experience in project management, communications, and meeting facilitation. Finally, future phases will include bidding services, construction assurance and project closeout. Adequate staff capacity and competence related to federal aid requirements is required.

The selected team will participate in and support the efforts of GRG and the community engagement consultant. Topographic survey and strip mapping services are independently underway, as are NEPA consultant services. The selected team will coordinate and support these existing teams already working on the project. An independent solicitation for public art manger is also anticipated, and the selected team will coordinate with the project's public art efforts.

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.

These services are intended to assist GRG with various initiatives, including but not limited to Brickline Greenway design, engineering, permitting, bidding and construction assurance, and would apply to a period between March 1, 2022 and December 31, 2029. GRG may also extend these services to provide additional scopes of work and periods of service connected to the Brickline Greenway.

GENERAL PROVISIONS

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

Upon selection of the most qualified firm/team, GRG intends to enter into an initial contract with an expectation to add amendments or issue new contracts for additional services and/or durations.



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 diversity inclusion 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 Qualifications does not obligate Great Rivers Greenway to pay any costs incurred by any respondent with their submission.

Any contract entered into pursuant to RFQ shall specifically include the required clauses found in Exhibit B. GRG also intends to utilize the contract form attached hereto and incorporated as Exhibit C. Any contract(s) awarded under this RFQ will require consultant(s) to meet the terms contained in Exhibits B & C. Invoicing submitted as part of any contract(s) awarded under this RFQ must be submitted under GRG's standard professional services invoice cover form, attached hereto as Exhibit D. Vendors should address any material variances from the terms contained in Exhibits C or D in their submittal to the District.

Exhibit A

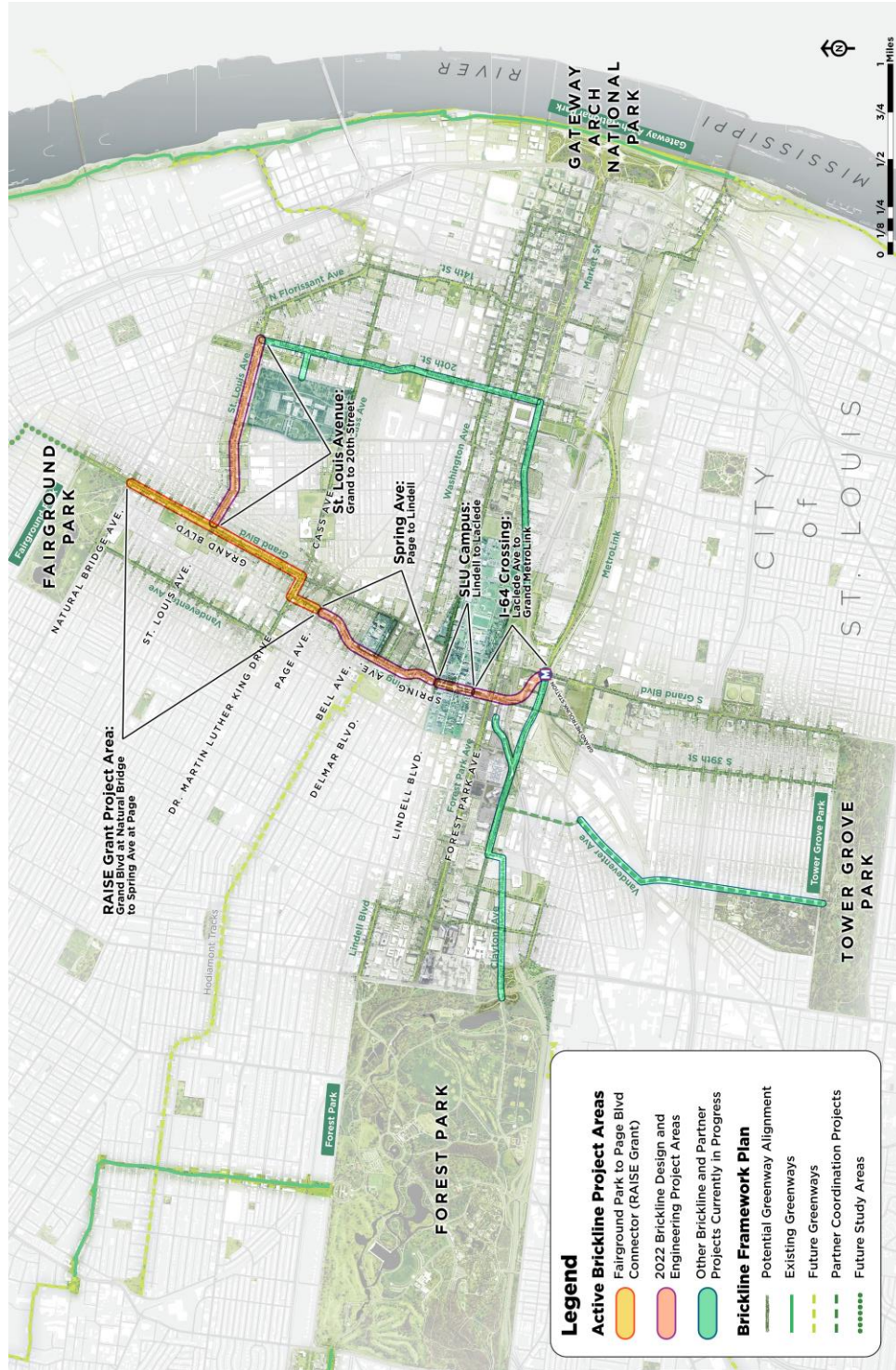




Exhibit B

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



primary to any insurance the DISTRICT may have and the DISTRICT's insurance shall be non-contributory.

Professional Liability: The CONSULTANT shall maintain Professional Liability Errors and Omissions insurance coverage for five (5) years beyond the termination date of this AGREEMENT for the Professional Services performed pursuant to this AGREEMENT in a policy limit not less than \$2,000,000.00 for each claim and aggregate, and shall provide the DISTRICT with a copy of the insurance endorsements and a certificate of insurance as well as a copy of the policy, when requested. The CONSULTANT's duty and obligation to maintain Professional Liability insurance and provide the insurance policy to the DISTRICT shall survive termination of this AGREEMENT.

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

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

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

Contractual Liability
Explosion, Collapse & Underground
Independent Contractors

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

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

CONSULTANT'S Worker's Compensation insurance policy shall also protect CONSULTANT against claims for injury, disease or death of employees for which, for any reason, may not fall within the provisions of a Workers' Compensation law under an Employers Liability policy with the following limits:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit



Bodily Injury by Disease

\$1,000,000 each employee

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

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

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

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

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

Subconsultant's Insurance: If a part of this AGREEMENT is to be subcontracted, then the CONSULTANT shall 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.



Exhibit C

PROFESSIONAL SERVICE AGREEMENT
(_____ Greenway)

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

1. **Scope of Work.** The **CONSULTANT** agrees to perform the services described in Exhibit A, which is attached hereto and made a part hereof (the “**SCOPE OF WORK**”).

2. **Additional Services.** The **CONSULTANT** shall provide “Additional Services,” identified as such in the **SCOPE OF WORK**, but only after such additional services are authorized in writing by the **DISTRICT**. Prior to commencing any Additional Services, the **CONSULTANT** shall submit to the **DISTRICT** a final scope detailing the Additional Services to be performed and the cost therefor.

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



ALTERNATE: "in accordance with the rates, overhead, fixed fees, and directly reimbursable expenses identified in Exhibit B". In no case shall the Total Fee pursuant to this **AGREEMENT** exceed _____ dollars (\$_____) without a formal amendment to this **AGREEMENT**.

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

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

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



Great Rivers Greenway

5. **Definitions.**

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



etc.; the performance of the Additional Services authorized by **DISTRICT**, if any; and Reimbursable Expenses, if any.

6. **Deliverables.** The deliverables to be produced by the **CONSULTANT** are set forth and described in the **SCOPE OF WORK**.

7. **Ownership of Deliverables.** All plans, drawings, schedules, specifications and other documents, including those prepared in electronic form, shall be and become the property of the **DISTRICT**, and may thereafter be utilized by the **CONSULTANT** only upon written permission of the **DISTRICT**. Such written permission shall not be unreasonably withheld. Any reuse of the deliverables beyond that intended for this Project without verification or adoption by the **CONSULTANT** will be at the **DISTRICT'S** risk and without liability of the **CONSULTANT**. No report, handout or other document or material produced in whole or in part under this **AGREEMENT** shall be the subject of an application for copyright on behalf of the **CONSULTANT** or any subconsultants.

8. **Meetings.** The **CONSULTANT** shall consult with the **DISTRICT** at regularly scheduled design review meetings, the time and place of such meetings to be mutually agreed upon by **CONSULTANT** and **DISTRICT**.

9. **Right to Withhold Payment:** In the event the **DISTRICT** becomes aware that any cost, charge, or representation of the **CONSULTANT** provided in its services and/or invoicing is believed by the **DISTRICT** to be inaccurate or incorrect, the **DISTRICT** may withhold payment related to the disputed amount until the matter is



corrected to the **DISTRICT** 's reasonable satisfaction. The **DISTRICT** will notify the **CONSULTANT** of the disputed amount as soon as reasonably practicable. **DISTRICT** and **CONSULTANT** will cooperate to expeditiously effect a resolution of the disputed amount and **CONSULTANT** shall issue a revised invoice to the **DISTRICT** as necessary. Invoiced amounts not questioned by the **DISTRICT** shall be paid to **CONSULTANT** in accordance with payment procedures of this **AGREEMENT**.

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

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

12. **Notice of Defects:** If during construction of the Project, the **CONSULTANT** observes or otherwise becomes aware of any design or construction



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

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

14. **Consultant's Representative.** The **CONSULTANT** shall assign only qualified personnel to perform any service concerning the Project. **CONSULTANT** hereby designates (License No.) as **CONSULTANT'S** Representative to act on the **CONSULTANT'S** behalf with respect to the Project. **CONSULTANT'S** Representative shall be the primary point of contact with the



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

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

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



subcontracts. Any subconsultant performing services pursuant to this **AGREEMENT** shall maintain throughout the duration of the **AGREEMENT**, insurance as provided in Section 23 herein, and shall additionally maintain Professional Liability Errors and Omissions insurance in a minimum policy amount equivalent to that of the **CONSULTANT** under this **AGREEMENT** and provide the **DISTRICT** with certification thereof.

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

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



19. **Standard of Care/Relationship of Parties.** No agency or employment agreement is created by this **AGREEMENT**. **CONSULTANT** shall be an independent contractor for purposes of this **AGREEMENT**. Except as specifically authorized in writing, **CONSULTANT** is not authorized to bind the **DISTRICT** to any contractual obligations. **CONSULTANT** shall recommend sound, technical, schedule and economic design solutions to the **DISTRICT**. In addition to its obligations to perform the duties specified in this **AGREEMENT**, the **CONSULTANT** shall perform its services hereunder with such professional skill and care ordinarily provided by such consultants practicing the same profession or trade in the St. Louis Metropolitan Area.

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

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

22. **Compliance with ADA and Other Applicable Law.** The **CONSULTANT** shall perform all tasks in strict compliance with all applicable laws, and shall ensure that all work, plans, specifications, and designs produced as part of the



SCOPE OF WORK are in strict compliance with all applicable laws, including the Americans with Disabilities Act, as Amended, 42 U.S.C. § 12101 et seq., 47 U.S.C. §§ 225.611 and including all standards set forth in the regulations promulgated by the United States Department of Justice (2010 ADA Standards and the 2009 Draft Final Accessibility Guidelines for Outdoor Developed Areas) and Missouri's accessibility standards set out in the Missouri Revised Statutes at § 8.610 et seq., as well as any modifications, amendments or update to any of these standards in effect at the time of construction. Regarding any trail involving property owned, leased operated or governed by the Missouri Department of Transportation (MoDOT), the **CONSULTANT** will ensure that all requirements of that agency pertaining to this **AGREEMENT** are met. Any deviation from the standards of the Americans with Disabilities Act, as Amended, Missouri's accessibility standards or MoDOT requirements whether in accordance with plans or at the discretion of the **CONSULTANT** must be approved in writing by the **DISTRICT** or its authorized representative before construction or installation by the **CONSULTANT**. The **CONSULTANT'S** design shall further comply with all other applicable provisions of Architectural Barriers Act (42 U.S.C. §§ 4151 et seq) and other applicable laws, regulations and ordinances.

23. **Insurance.** The **CONSULTANT** shall maintain throughout the term of this **AGREEMENT** insurance coverage for the risks specified below and shall maintain policy limits at a minimum in the amounts specified below. All commercial general liability and automobile liability insurance shall be written on an occurrence basis. With



the exception of professional liability insurance and workers' compensation/employer's liability insurance, the **DISTRICT** shall be named as an additional insured on all insurance policies, the **CONSULTANT**'s insurance will be primary to any insurance the **DISTRICT** may have and the **DISTRICT**'s insurance shall be non-contributory.

Professional Liability: The **CONSULTANT** shall maintain Professional Liability Errors and Omissions insurance coverage for five (5) years beyond the termination date of this **AGREEMENT** for the Professional Services performed pursuant to this **AGREEMENT** in a policy limit not less than \$2,000,000.00 for each claim and aggregate, and shall provide the **DISTRICT** with a copy of the insurance endorsements and a certificate of insurance as well as a copy of the policy, when requested. The **CONSULTANT**'s duty and obligation to maintain Professional Liability insurance and provide the insurance policy to the **DISTRICT** shall survive termination of this **AGREEMENT**.

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

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



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

Contractual Liability

Explosion, Collapse & Underground

Independent Contractors

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

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

CONSULTANT'S Worker's Compensation insurance policy shall also protect **CONSULTANT** against claims for injury, disease or death of employees for which, for



any reason, may not fall within the provisions of a Workers' Compensation law under an Employers Liability policy with the following limits:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

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

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

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

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

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



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

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

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

24. **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 as a direct result of **CONSULTANT'S** operation under this **AGREEMENT**.

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

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

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



- a. For failure to perform or for other breach of the terms of this **AGREEMENT**, the **DISTRICT** may terminate by giving written notice to the **CONSULTANT**, seven (7) days prior the date of termination or,
- b. Without cause, either party may terminate by giving written notice to the other thirty (30) days prior to the date of termination for any reason.
- DISTRICT** will pay **CONSULTANT** for all services and Reimbursable Expenses prior to the date of termination; subject, however, to **CONSULTANT** delivering an invoice and the supporting documentation set forth in Section 3 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.

27. **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

28. **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.

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

30. **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.

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



with execution of this **AGREEMENT** an affidavit attesting that **CONSULTANT** has no employees.

32. **Anti-Discrimination Against Israel Act.** Concurrently with execution of this **AGREEMENT**, **CONSULTANT** shall execute and deliver to **DISTRICT** the affidavit attached hereto as Exhibit E confirming that **CONSULTANT** is not currently engaged in and shall not, during the duration of this **AGREEMENT**, engage in a boycott of goods or services from the State of Israel, in compliance with Section 34.600 R.S.Mo.

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

33. **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.

34. **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.

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

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



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

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

<p>Approved as to Form:</p>



Exhibit D

PROFESSIONAL SERVICES INVOICE COVER FORM

<p>Great Rivers Greenway Great Rivers Greenway 3745 Foundry Way Suite 253 St. Louis, MO 63110 Email: info@grgstl.org</p>	<p>GRG Consultant Services Invoice</p>	<p style="text-align: right;">INVOICE</p> <table style="width: 100%;"> <tr> <td>Invoice Date:</td> <td></td> </tr> <tr> <td>Received Date:</td> <td></td> </tr> <tr> <td>Invoice Number:</td> <td></td> </tr> <tr> <td>Billing From Date:</td> <td style="text-align: right;">From Date</td> </tr> <tr> <td>Billing Through Date:</td> <td style="text-align: right;">To Date</td> </tr> </table>	Invoice Date:		Received Date:		Invoice Number:		Billing From Date:	From Date	Billing Through Date:	To Date
Invoice Date:												
Received Date:												
Invoice Number:												
Billing From Date:	From Date											
Billing Through Date:	To Date											

Revised August 2021

Section 1: Project Information	
Consultant Information	
Consultant Firm Name:	
Consultant Contact Name:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone Number:	
Contact Email:	
Consultant Project No.:	
GRG Project Information	
GRG Project Name:	
Project County:	
Project City:	
GRG Project Number:	
Consulting Services Contract Information	
Contract Execution Date:	
GRG Encumbrance ID:	
Current Contracted Scope Completion Level (i.e. Preliminary, Pre-Final, etc.):	
Current Contracted Scope NTP Date:	
Current Contracted Scope Estimated Completion Date:	
Original Contract Amount:	
Supplemental No. 1 Amount:	
Supplemental No. 2 Amount:	
Supplemental No. 3 Amount:	
Maximum Amount for ESC:	\$0.00

Section 2: Billing Summary			
Total Consultant Personnel (see Section 3)		Note	\$0.00
Total Reimbursable Expenses (see Section 3)		Note	\$0.00
Total Sub-Consultant Costs (see Section 3)		Note	\$0.00
Total for this invoice			\$0.00
Total Prior Invoiced Amount			
Total Invoiced to Date (including this invoice)	\$0.00		
Total Contract Remaining	\$0.00		



GRG Consultant Services Invoice

INVOICE	
Invoice Date:	1/0/00
Received Date:	1/0/00
Invoice Number:	0
Billing From Date:	From Date
Billing Through Date:	To Date
Federal Project Number:	0

Section 4: Progress Report - % Complete & MBE/WBE

Total Costs (includes Salaries, Sub-consultants, Direct Costs, Overhead & Fixed Fee)				
Scope Task	Total Budgeted	Total Expended to Date	Percent Expended (Budgeted/Expended)	Estimate % Task Complete (Deliverables)
			#DIV/0!	
			#DIV/0!	
			#DIV/0!	
			#DIV/0!	
			#DIV/0!	
			#DIV/0!	
			#DIV/0!	
			#DIV/0!	
			#DIV/0!	
			#DIV/0!	
			#DIV/0!	
			#DIV/0!	
			#DIV/0!	
TOTAL	\$0.00	\$0.00	#DIV/0!	

MBE/WBE Verification - Summary To Date				
MBE/WBE Goal =				
Prime Consultant Contract Total =				
MBE/WBE Target \$ Amount =				
MBE/WBE Sub-Consultant (or MBE/WBE Prime)	Subcontract Amount	Total \$ for THIS invoice	Total \$ Billed to Date	Overall MBE/WBE % Met to Date
Total MBE/WBE Contract \$	\$0.00			
Total \$ for MBE/WBE for THIS Invoice		\$0.00		
Total \$ Billed to Date			\$0.00	
MBE/WBE % Met to Date				#DIV/0!

Progress Report - Narrative



Exhibit E

As the representative in responsible charge of this submittal for _____, 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, including community- and resident-based advisory groups. 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 administration of federal aid grants (including BUILD and TIGER if any) and knowledge of Local Public Agency (LPA) Policy and associated federal requirements.
- ☐ Identification of team member(s) assigned specifically to GRG to achieve federal requirements. Description of experience required (including BUILD and TIGER if any).
- ☐ 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 federal aid administration. 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 team's diversity inclusion, including the estimated percentage participation by minority and women-owned business enterprises (M/WBEs).
- ☐ 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: _____