



Great Rivers Greenway

REQUEST FOR QUALIFICATIONS FOR BRICKLINE PROGRAM MANAGER

SUBMITTAL DUE DATE: Monday, August 8, 2022 by 5:00p.m CST

SUBMITTAL LOCATION: <https://greatriversgreenway.org/jobs-bids/>
Link will be provided to you after registering for RFQ
Submit qualifications via .PDF Format Only

QUESTIONS RELATED TO THIS RFQ:

Questions related to this request should be directed to the GRG website (link will be provided) no later than 5:00pm CST on Monday August 1, 2022. Answers will be posted to the GRG website and emailed to all known recipients of the RFQ on Thursday August 4, 2022.

PART A: CONSULTANT PROCUREMENT

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 many consultants and partners.

Prospective consultants should review the anticipated scope of work carefully to determine the appropriate composition of their team expertise. Qualifications in program and project management are considered critical to these services.

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 twelve (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)
 - Vendors should address any material variances from the terms contained in Exhibits C or D.
- Overview of consultant firm(s) with brief profiles of individuals assigned to this effort, including project manager and organization chart if more than one staff member is assigned to this project.

- 1-page statement of understanding of the proposed scope of work. 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 projects demonstrating relevant experience working on similar efforts within the past five years. These projects should include work samples of project or program management. Projects involving Great Rivers Greenway may be included. Include references with current contact information.
- Resumes of key individuals assigned to this 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 Qualifications. The review committee may be composed of GRG staff as well as other public and or community stakeholders and 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 if they have or have not been selected for these services.

Criteria considered for this selection 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
- Quality assurance/quality control program or procedures
- Project management philosophy related to the scope of work
- Qualifications identified in the Anticipated Scope of Work
- Diversity of project team (DBE/MBE/WBE certified team members) and/or Diversity-Equity-Inclusion (DEI) approach
- 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

Upon selection of the consultant, GRG will negotiate scopes of services and other terms and conditions of an agreement. If such negotiations are not successful, GRG reserves the right to begin negotiations with other consultants who responded to the RFQ. Upon selection of the most qualified firm/team, GRG intends to enter into a contract with an expectation to add amendments or issue new contracts for additional services and/or durations.

ANTICIPATED PROCUREMENT SCHEDULE

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

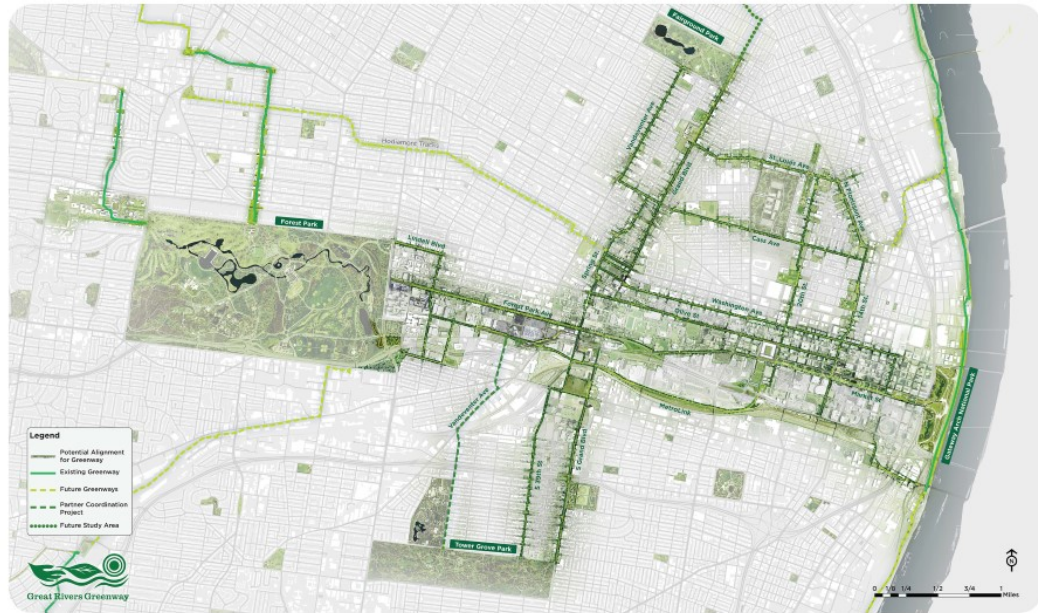
July 21:	GRG Issues RFQ
August 1:	Related questions due to GRG by 5:00PM CST Submit questions in writing through GRG provided weblink on page 1
August 4:	GRG Issues Response to Questions All questions and responses will be shared among the registered users
August 8:	Qualifications Submittals Due by 5:00PM CST
August 15 or 16:	If necessary, interviews conducted between 8:30AM and 10:00AM CST
August 18:	Consultant selection finalized, notification to firms
August 18-August 23:	Establish and finalize 2022-2023 scope and fee
September 13:	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.

Brickline Greenway is a bold vision to connect people and our city's most treasured places, creating inspiring experiences and equitable opportunities for growth. This will be a network of about 10 miles of greenways, linking up to 14 neighborhoods in the City of St. Louis, connecting Forest Park to the Gateway Arch National Park, Fairground Park to Tower Grove Park and hundreds of destinations in between. www.BricklineGreenway.org The map below highlights the overall framework plan of the Brickline, a network of 20 miles. Currently GRG is working on various segments comprising of 12 miles throughout the Brickline.

FRAMEWORK PLAN



- Exhibit A – Project Map
- Exhibit B – Critical Procurement & Contracting Terms
- Exhibit C – Template Contract
- Exhibit D – Contract Invoicing Cover Template
- Exhibit E – Consultant Procurement Confirmation

PART C: ANTICIPATED SCOPE OF WORK

The purpose of this Request for Qualifications is to select the best qualified consultant or consulting team to manage the Brickline Program. The anticipated scope of work noted below are the primary duties the consultant will be working on. GRG reserves the right to modify the scope and duties as needed to fulfill the Brickline goals and objectives.

The Brickline Greenway Program Manager (Program Manager) is a contract position for directing overall Brickline Greenway initiatives and coordinating the collective group of Brickline Greenway projects, which are individually directed by Great Rivers Greenway's staff Project Managers.

Program Manager responsibilities include, but are not limited to, collaborating with a wide range of internal and external partners, consultants and stakeholders to accomplish the Brickline Greenway capital projects and development program, in accordance with Great Rivers Greenway's vision, mission, and the organization's various guiding documents such as the Regional Plan, Diversity, Equity and Inclusion Plan and the Brickline Greenway Framework Plan.

This position involves working with internal and external teams to advance conceptual planning, community engagement, land acquisition, design, engineering, permitting, and construction. This position demands considerable program coordination and expertise, project management expertise, high attention to detail, identifying project risks, good communication skills, proficient ability to multi-task and dedication to the team and fulfillment of the Brickline Greenway mission to “transform St. Louis by connecting people and our city’s most treasured places, creating inspiring experiences and equitable opportunities for growth.”

The Program Manager works in a team environment with internal staff and external partners and consultants throughout the planning, design, and construction throughout the Brickline Greenway. This includes a variety of capital greenway planning, design and construction projects, in addition to working on other program-wide initiatives such as the Design Oversight Committee and its sub-committees, Universal Design Committee, Internal Design Review Committee, Public Art Sub-Committee, various greenway segment working groups and advisory committees.

This position also works in tandem with Great Rivers Greenway’s community engagement managers to ensure community voices are heard throughout the project process. Program and project managers must feel comfortable establishing rapport and building relationships with a variety of constituents ranging from elected officials to neighborhood leaders to technical stakeholders. The Program Manager will have knowledge and use of Sciforma, Great Rivers Greenway’s specialized project controls system (web-based software) to monitor and control the scopes, risks, budgets, schedules and deliverables of multiple projects in order to ensure the smooth delivery of a constructed greenway project.

ORGANIZATIONAL RELATIONSHIPS

Reports to:	Chief Executive Officer and Chief, Planning and Projects
Supervises:	External Consultants and Contractors
Collaborates with:	Senior Project Managers, Project Managers, Project Manager-Planning, Equity and Economic Impact Director, Community Engagement Managers, other staff members, Great Rivers Greenway board of directors, the Great Rivers Greenway Foundation, Brickline project partners, consultants, residents and members of the various project advisory committees.

FUNCTIONS

- Collaborate with Great Rivers Greenway staff across all departments (Build, Promote, Sustain, Administration and Foundation), project consultants, contractors and partners to accomplish the organization’s and Brickline Greenway goals.
- Establish clear expectations and desired outcomes at the conception of projects through a planning and design process to ultimately result in built projects offering excellent user experience.
- Coordinate and facilitate weekly Brickline Greenway “scrum” meetings with Great Rivers Greenway staff and a core group of consultants.
- Manage day-to-day project operations including regular communication with internal teams, partners, staff, board and other stakeholders.

- Support Great Rivers Greenway Project Managers on day-to-day project management tasks including performing project management duties when staff are unavailable.
- Continuously champion goals and maintain relationships with partners, stakeholders, consultants and community members (in conjunction with other team members) to get valuable feedback, ensure buy-in and mitigate risks.
- Follow policy and process to establish budgets, control costs, develop schedules, and other project management duties utilizing the project controls system and to track and monitor progress to ensure success.
- Assist with procurement and management of consultants to support project progress, proactively managing contract negotiations, budgets, schedules and deliverables to ensure good stewardship and excellent results.
- Assist with land acquisition procedures and coordinate with public agencies in the assembly of easements, licenses, use agreements or fee-simple parcels for greenway development and related activities.
- Coordinate with regulatory agencies and utility providers and follow all permitting and compliance requirements.
- Coordinate with construction manager consultants in cost estimating, construction logistics, pre-construction, review of bid drawings and specification packages, public bidding and construction oversight for greenway project construction.
- Attend project meetings, community engagement programs and donor events, as needed.

POSITION QUALIFICATIONS

Experience

- Minimum of five (5) to seven (7) years of related, progressively responsible experience
- Experience working with municipal or government procurement processes, contracting procedures, planning, design or construction preferred.
- Experience managing budgets; managing a project from conceptual plan to construction; championing project goals; team-oriented, managing internal and external teams

Skills & Abilities

- Be self-directed, team-oriented and possess sound judgment.
- The ability to create long-range strategic plans and manage a project from conceptual plan to construction.
- Firm grasp on championing project goals, managing budget and timelines and deliverables with internal and external partners, consultants and stakeholders.
- Working knowledge of how planning, landscape architecture, engineering and/or construction companies operate
- Demonstrated experience in project management, community engagement, natural resource management, construction, contract.
- Proficient computer skills with the ability to learn new software at a skilled level. GIS knowledge a plus.

Duration of Contract

- Services will begin on the date of contract execution and shall continue through December 31, 2023.
- The contract may be amended to extend the period of service as necessary up to December 31, 2024.

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.

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 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: Map of Brickline Framework Plan

FRAMEWORK PLAN

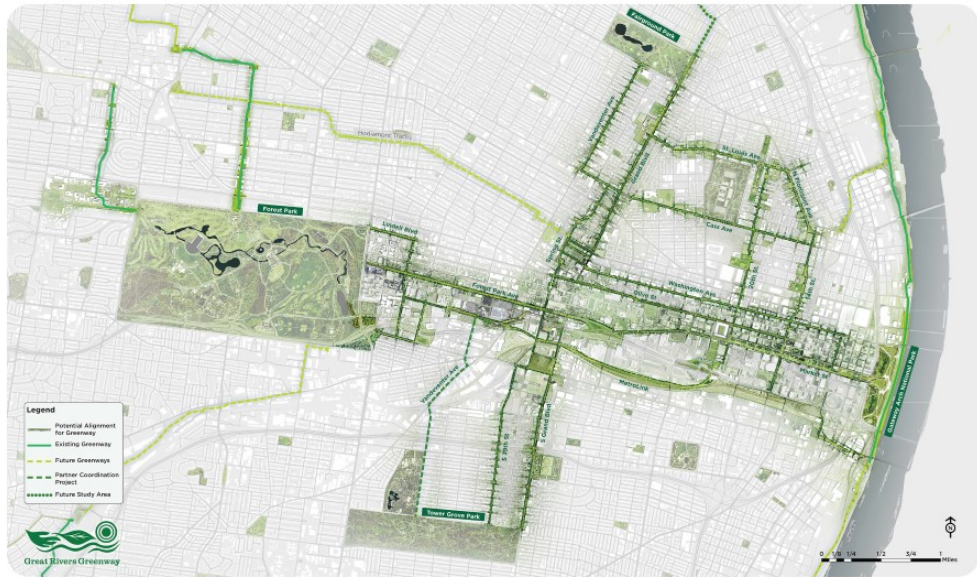


Exhibit B

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	\$2,000,000
Personal & Advertising Injury	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Per Project Aggregate	\$2,000,000
General Aggregate	\$2,000,000

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: \$2,000,000 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	\$Statutory Limit each accident
Bodily Injury by Disease	\$ Statutory Limit policy limit
Bodily Injury by Disease	\$ Statutory Limit each employee

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

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.

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

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

CONSULTANT will be at **DISTRICT'S** risk and without liability of **CONSULTANT**.

None of the **DELIVERABLES**, handouts, or other documents or materials produced in whole or in part under this **AGREEMENT** shall be the subject of an application for copyright on behalf of **CONSULTANT** or any representatives, consultants, subcontractors, employees, or agents of **CONSULTANT**.

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

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

8. **Standard of Care/Relationship of Parties.** No agency or employment agreement is created by this **AGREEMENT**. **CONSULTANT** shall be deemed an independent contractor for purposes of this **AGREEMENT**. Except as specifically authorized in writing, **CONSULTANT** is not authorized to bind **DISTRICT** to any contractual obligations. In addition to its obligations to perform the duties specified in this **AGREEMENT**, **CONSULTANT** shall perform its

services hereunder with such professional skill and care ordinarily provided by such consultants practicing the same profession or trade in the St. Louis Metropolitan Area.

9. **Confidentiality.** During the course of performing under this **AGREEMENT**, **CONSULTANT** may become privy to information identified by **DISTRICT** as confidential, or which is otherwise considered by its nature to be confidential. **CONSULTANT** represents and warrants that it will take all steps necessary to protect such confidential information consistent with its duties hereunder.
10. **Publicity.** Unless directed otherwise by the **DISTRICT**, **CONSULTANT** shall include in all publicity generated by it concerning the **PROJECT**, and which is the subject of this **AGREEMENT**, that the **PROJECT** is "funded, in part, by the Great Rivers Greenway District."
11. **Compliance with ADA and Other Applicable Law.** **CONSULTANT** shall perform all tasks in compliance with all applicable laws, rules, regulations, ordinances, and standards, including, but not limited to, the Americans with Disabilities Act, as Amended, 42 U.S.C. § 12101 et seq., 47 U.S.C. §§225.611 and including all standards set forth in the regulations promulgated by the United States Department of Justice (2010 ADA Standards and the 2009 Draft Final Accessibility Guidelines for Outdoor Developed Areas) and Missouri's accessibility standards set out in the Missouri Revised Statutes at §8.610 et seq., as well as any modifications, amendments or update to any of these standards in effect during the term of this **AGREEMENT**. Any deviation from the requirements of this Section 11 must be approved in writing by **DISTRICT**.

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

CONSULTANT shall defend **DISTRICT**, its elected and appointed officials, officers, representatives, agents and all employees, from and against any and all Claims (excluding only Claims arising out of **CONSULTANT'S** professional negligence, errors and omissions), arising in whole or in part out of, in connection with, resulting from, or incidental to **CONSULTANT'S** operation under this **AGREEMENT**.

13. **Insurance.** **CONSULTANT** shall maintain comprehensive general liability insurance, automobile liability insurance, and property liability insurance with

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

If required by applicable law, **CONSULTANT** shall also maintain Worker's Compensation Insurance protecting **CONSULTANT** against all claims under applicable state Workers' Compensation laws in the following limit: Statutory Limit. **CONSULTANT'S** Worker's Compensation insurance policy shall also protect **CONSULTANT** against claims for injury, disease or death of employees for which, for any reason, may not fall within the provisions of a Workers' Compensation law under an Employers Liability policy with the following limits:

Bodily Injury by Accident

\$ Statutory Limit each accident

Bodily Injury by Disease \$ Statutory Limit policy limit

Bodily Injury by Disease \$ Statutory Limit each employee

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

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

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

- a. For failure to perform or for other breach of the terms of this **AGREEMENT**, **DISTRICT** may terminate by giving written notice to **CONSULTANT**, seven (7) days prior the date of termination or,
- b. Without cause, either party may terminate by giving written notice to the other thirty (30) days prior to the date of termination.

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

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

DISTRICT

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

CONSULTANT

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.

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**

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]

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

DISTRICT	CONSULTANT
Metropolitan Park and Recreation District d/b/a The Great Rivers Greenway District By: _____ Susan Trautman, CEO	_____ By: _____ Name: _____ Title: _____

Approved as to form: _____ Husch Blackwell LLP
--

EXHIBIT A

[SCOPE OF WORK]

EXHIBIT B

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

STATE OF _____)

) ss.

COUNTY OF _____)

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

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

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

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

Signature _____

Name: _____

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

Notary Public

My commission expires: _____

EXHIBIT C

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

**For all Agreements in excess of \$100,000.
Effective August 28, 2020**

STATE OF _____)

) ss.

COUNTY OF _____)

Before me, the undersigned Notary Public, in and for the County/City of _____, State of _____, personally appeared (Name) _____, who is

_____ (Title) of _____
(Name of company), (a corporation), (a partnership), (a sole proprietorship),
(a limited liability company) (the "Consultant"), and is authorized to make
this affidavit, and being duly sworn upon oath deposes and says as follows:

Pursuant to Section 34.600 of the Missouri Revised Statutes, Consultant certifies it is not currently engaged in and shall not, for the duration of this agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

The terms used in this affidavit shall have the meaning set forth in Section 34.600 R.S.Mo., et seq.

Signature _____

Name: _____

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

Notary Public

My commission expires: _____



Great Rivers Greenway
Great Rivers Greenway
3745 Foundry Way
Suite 253
St. Louis, MO 63110
Email: info@grgstl.org

GRG Consultant Services Invoice

INVOICE

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)		<i>Note</i>	\$0.00
Total Reimbursable Expenses (see Section 3)		<i>Note</i>	\$0.00
Total Sub-Consultant Costs (see Section 3)		<i>Note</i>	\$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		

INVOICE

Federal Project Number: 0

CONSULTANT PERSONNEL

Total Personnel Costs due this invoice	\$0.00
--	--------

Description / Purpose

Total Reimb. Expenses due this invoice	\$0.00
--	--------

Sub-consultant firm name (enter each one and designate MBE/WBE Status)

Total Sub-Consultant fees due this invoice	\$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!	
			#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 _____
[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)
 - Vendors should address any material variances from the terms contained in Exhibits C or D.
- ☐ Overview of consultant firm(s) with brief profiles of individuals assigned to this effort, including project manager and organization chart if more than one staff member is assigned to this project.
- ☐ 1-page statement of understanding of the proposed scope of work. 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 projects demonstrating relevant experience working on similar efforts within the past five years. These projects should include work samples of project or program management. Projects involving Great Rivers Greenway may be included. 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, and teaming firms', ownership structure(s), 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 (noted in letter of interest)

Person in Responsible Charge of this Submittal:

Signature: _____

Printed Name: _____

Date: _____