



**REQUEST FOR BID**  
**For**  
**Kiener Plaza Paver Repair and Cleaning and Re-  
Sweeping (Polymeric Sand)**

**SUBMITTAL DUE DATE:** September 19<sup>th</sup>, 2022  
10 A.M. Prevailing Central Time

**SUBMITTAL LOCATION:** Great Rivers Greenway  
ATTN: Sarah Olmstead  
3745 Foundry Way Suite 253  
St. Louis, MO 63110

Questions or information related to this request should be directed to:  
Sarah Olmstead, Greenway Operations Supervisor  
solmstead@grgstl.org

**BACKGROUND**

Great Rivers Greenway District (“the District”), is a multi-jurisdictional political subdivision including the City of St. Louis, St. Louis County and St. Charles County. The primary purpose of the District is to improve the quality of life throughout the St. Louis region by developing a public system of interconnected greenways, trails and parks.

Great Rivers Greenway is seeking bids for paver repair in Kiener Plaza 600 Chestnut St. Louis, Mo 63101.

The project would include approximately 40 cracked pavers, this is due to settling of the base. Work to include removal and replacement of pavers and joint filling with polymeric sand. Great Rivers will provide the pavers, but pavers may need to be cut to fit specific locations. Cleaning of the paver joints and re-Sweeping approximately 85,000 sq. ft. of paver joints.

Issue Date: [ September 31<sup>st</sup> , 2022 ]



## **SPECIFICATIONS**

Please see Exhibit A

## **INSTRUCTIONS FOR SUBMITTING A BID**

- i. The name and address of the vendor.
- ii. Pricing of equipment/material per specifications.
- iii. Date of availability.

The vendor shall complete the attached Bid form (Form GRG 1). Blank forms shall not be accepted, and the bid will not be evaluated. Questions regarding the specifications or bid process should be submitted for review and response by Great Rivers Greenway as early as possible in the bidding process.

The Contract Award will be based on the lowest and best bid meeting specifications.

Questions regarding this bid are to be sent via email no later than September 13<sup>th</sup> 2022 at 5:00 p.m. prevailing central time to Sarah Olmstead, Greenway Operations Supervisor, [solmstead@grgstl.org](mailto:solmstead@grgstl.org). Responses shall be issued no later than September 14<sup>th</sup>, 2022 to all known plan holders who provided information when downloading the bid packet from the Great Rivers Greenway website.

Pre-Bid Meeting- Optional: September 12<sup>th</sup>, 2022. 9:00 A.M prevailing central time. Location 600 Chestnut St. Louis Mo. 63101.

Bid Submittal

Bid due date is September 19<sup>th</sup>, 2022. 1:00 P.M. prevailing central time. No late submittals will be accepted.

Deliver one (1) sealed hard copy submittal via mail to the address below. The District invites bids on the appropriate form attached hereto, all blanks of which must be filled. Bids will be received in the office of the District no later than the time and date indicated in the "Invitation to Bid." Any bid received after above-stated closing time will not be accepted. It is the responsibility of the bidding party to ensure the bid has arrived at the District office by the deadline. Bids delivered in person or via mail must be submitted in a sealed opaque envelope. Bid envelope shall be marked in upper left-hand corner with the name of firm submitting the bid, and in lower left-hand corner envelope shall be marked "**Kiener Plaza Paver Repair**"



Bids to be addressed to:

Great Rivers Greenway  
Attn: Sarah Olmstead  
3745 Foundry Way suite 253  
St. Louis, MO 63110

All bids received on time by the District will be publicly opened from the Missouri Room.

Bids shall be signed in ink. Prices must be expressed in words and figures. Any Bid which fails to name a price in both figures and writing may be deemed informal and may be rejected. In case of any discrepancy between the price written in the Bid and that given in figures, the lower price will be considered as the Bid.

Erasures or other changes in a Bid must be explained or noted over signature of Bidder. Bids containing any conditions, omissions, unexplained erasures or alterations, or irregularities of any kind may be rejected as incomplete. The District reserves the right to reject any and all Bids submitted.

## **MINORITY AND WOMEN BUSINESS ENTERPRISE POLICIES**

It is the policy of the District that minority and women-owned businesses shall have the maximum opportunity to participate in the performances of contracts utilizing District funds. While not a requirement, the District has established Minority and Women Business Enterprise goals of 25/5% i.e. 25% of the total contract amount to be awarded to Minority Business Enterprises (MBE) and 5% of the total contract amount to be awarded to Women Business Enterprise (WBE). It is the prospective firm's responsibility to make a sufficient portion of the work available to sub-contractors to meet the goal, consistent with the availability and capacities of MBE and WBE firms. MBE/WBE firms, if included in the submittal, either as General Contractor or Sub-Contractors, must be certified by one or more of the follow agencies on or before the date of the submission of qualifications:

- Missouri Division of Purchasing and Materials Management
- City of St. Louis: Disadvantage Business Enterprise Program
- St. Louis Minority Business Council



## **GENERAL PROVISIONS**

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

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

This Request for Bids does not obligate the District to pay any costs incurred by any respondent in the submission of a bid or in making necessary studies or design for the preparation thereof, or for procuring or contracting for the services to be furnished under this request for bids. The District will give preference to firms located in the District (St. Louis City, St. Louis County and/or St. Charles County) and secondly, in the State of Missouri, when other considerations are equal.

Prospective consultants shall assure the District that they will comply with The Americans with Disabilities Act of 1990 and Revised ADA Regulations Implementing Title II and Title III, which prohibit discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.) and 2010 ADA standards for Accessible Design.



### **Exhibit A – Bid Specifications**

Kiener Plaza Paver Repair Project is approximate 40 pavers.to be provided by owner. Average measurements are as follows:

- 3ft. by 3ft      Concrete pavers 3 in. thick
- 3ft. by 3ft.      Granite pavers 3 in thick.
- 3in by 12in      Marble pavers
- 4in by 4in      Marble pavers (splash pad)

Bid pricing to include the following:

1. Replacing cracked pavers, this is to include resetting with base sand or mortar, leveling and re-sweeping the joints with Polymeric sand
2. Cleaning and re-sweeping joints on approximately 85,000 sq. ft. of pavers, the entire plaza.

### **Paver Repair and Replacement**

- A. Product: Specification All pavers will be provided by Great Rivers Greenway.
- B. Pavers will need to be cut to size or fit the specific location, with exception of the 4in-by-4in pavers.
- C. Site Preparation.
  - a. Caution tape and cone off specific work zones for the day, must coordinate with Great Rivers Greenway staff on dates and working times.
  - b. Cracked pavers will be removed via suction vacuum or manually
  - c. Sand will be removed from grout lines prior to paver removal and removed from site
- D. Site Work to be performed:



- a. Remove cracked pavers
- b. Reset pavers with leveling sand or mortar.
- c. Re-sweeping of grout lines with Polymeric sand via the specifications for the product or comparable product.

### **Cleaning and Re-Sweeping ALL joint lines pavers –**

#### General

A. Because the park areas are heavily used by the public, there are restrictions on when the CONTRACTOR will be allowed to work. CONTRACTOR will be allowed to conduct his or her operations on Monday through Friday of each week. If there are events schedule in the park no work shall be done, contractor will have an event schedule provided when the bid is awarded

#### Re-Sweeping

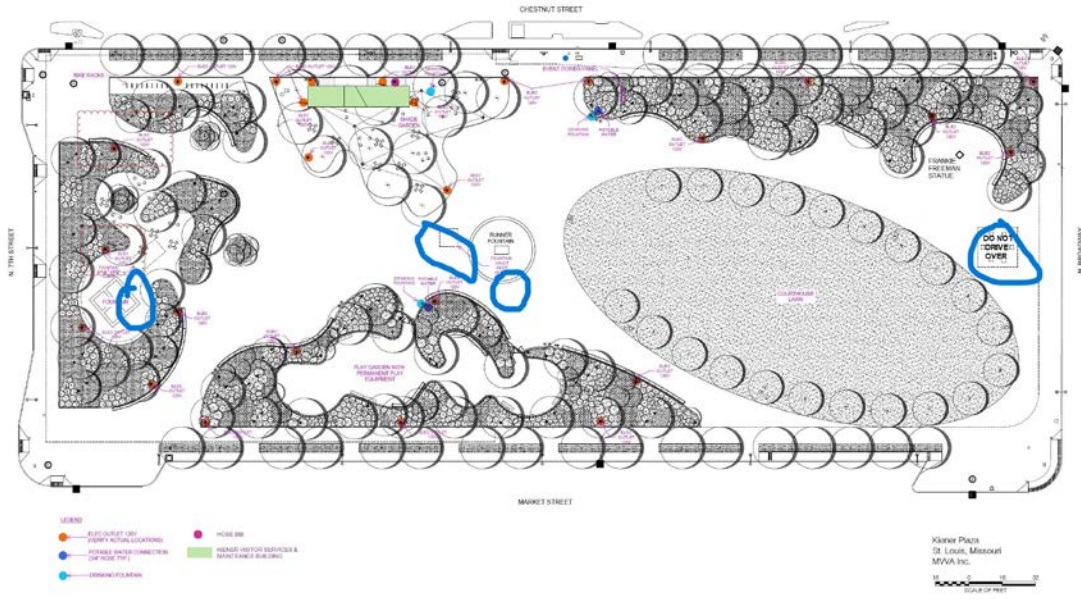
- A. The entire surface area to be re-sweeping with polymeric sand. All grout lines to be cleaned prior to re-sanding.
- B. If more cracks in pavers are discovered, CONTRACTOR shall inform Great Rivers Greenway, prior to work being completed.
- E. Quality of Workmanship. The finished surface shall be of uniform and free from tripping hazards to be less than a ¼ of an inch and match the surrounding surface.
- F. Product. The following polymeric sands are approved: See Exhibit C
  - a. Gator Sand- gray in color
  - b. Poly Sweep- gray in color
  - c. Comparable product- must list the product label and color availability.

Map of Entire site is Exhibit B.

Map shows area location of paver repairs.

### **Exhibit B**

**KIENER PLAZA**





**GATOR SUPERSAND G2  
FOR PAVER & NATURAL STONE JOINTS  
UP TO 2" (5 CM)**

TDS Revision Date (dd/mm/yyyy): 07/10/2021

# TECHNICAL DATA SHEET

**Update:** 7 octobre, 2021  
Make sure you have an updated data sheet on hand.  
Canada and U.S. dial **1-855-847-7767** or (450) 624-1611

**Description:** **SUPERSAND G2** is made with a state-of-the-art manufacturing process. Specifically, calibrated sand is mixed with sophisticated intelligent polymers. This new generation of Intelligent Polymers neutralizes haze and dust. No blower is needed and the intelligent polymeric sand requires only one watering. **SUPERSAND G2** is recommended for a variety of uses including pool decks, patios, footpaths, driveways, parking spaces, pavements, etc. Available in Beige and Slate Grey.

- Features:**
- **No dust, haze free, no blower, one watering**
  - **For traditional applications**, Rapid Set and rain safe 15 minutes after water activation
  - Can be used for joints up to a maximum of 2" (5 cm)
  - ASTM C-144 gradation allows use in even the tightest joints
  - **OSHA silica crystalline compliant** (OSHA 29 CFR 1926.1153)
  - Works above 32°F (0°C)
  - Faster installation time
  - Helps prevent weeds and damage caused by burrowing insects.
  - Helps prevent erosion due to wind, rain and freeze/thaw cycles.
  - Waterproof bags: Lay bag flat on its back, so front of the bag is facing you. Intact pallets can be stored outdoors.
  - 15 Year Limited Warranty

**Maintenance of paved surface:** When maintaining the paver surface, apply [Gator Shampoo](#) to clean the entire paved surface including the paver joints. Wash, rinse and remove any residue by using a hose and a watering gun set to shower with the normal maximum water pressure from any residential or commercial building (typically 80 psi/550 kPa).

**Clay pavers:** If used on clay pavers, make sure they are 100% dry. Clay pavers tend to hold moisture which can prematurely activate the **SUPERSAND G2** while the sand is being spread over the paver surface, leaving a residue. Always apply on a test area before using the **SUPERSAND G2** on clay pavers.

**Moss:** **SUPERSAND G2** will not cause nor prevent moss, mold or mildew. Moss, mold and mildew are caused by certain on-site conditions including excess moisture, shade, absence of ventilation, inadequate cleaning or maintenance, presence of soil or other organic debris left on the product.

**Coverage:** Quantity required depends on the shape and size of the concrete pavers as well as the width of the joints.



Access our  
online sand  
calculator

Per 50 lb (22.7 kg) bag (Paver 2-3/8" (6 cm) in height)	NARROW JOINTS	WIDE JOINTS
		1/8" to 3/8" (3-9mm)
Beige & Slate Grey	65-85 sq. ft. (7-7.9 sq.m.)	22-42 sq. ft. (2-3.9 sq.m.)



**Alliance Designer Products Inc.**  
1800 Berlier st. suite 200, Laval, Quebec, Canada H7L 4S4  
Tel.: 450 624-1611 Fax : 450 624-1622 Toll free : 1 866-212-1611  
www.alliancegator.com - Email : info@alliancegator.com





**GATOR SUPERSAND G2  
FOR PAVER & NATURAL STONE JOINTS  
UP TO 2" (5 CM)**

TDS Revision Date (dd/mm/yyyy): 07/10/2021

**IMPORTANT INSTALLATION NOTES FOR G2**

- A Always refer to the latest **SUPERSAND G2 Technical Data Sheet (TDS)** at [AllianceGator.com](http://AllianceGator.com) before installing **SUPERSAND G2**.
- B Pavers and slabs must be installed according to **ICPI Tech Spec #2** traditional base ([www.icpi.org](http://www.icpi.org)) before **SUPERSAND G2** installation.
- C Pavers' sides and top surfaces must be completely dry. Do not apply if the paver surface is damp or wet. The damp or wet surface will cause **SUPERSAND G2** to prematurely activate and will lead to the polymers sticking on the paver surface.
- D Do not apply if the paver joints are damp or wet. This will prevent the **SUPERSAND G2** from properly sliding into the joints and obtaining very densely packed joints, which is critical to the product's performance.
- E Temperature must be above 32°F (0°C) in dry conditions and no rain for at least **15 minutes after water activation**.
- F For all paver surfaces, and particularly around in-ground pools, there must be a minimum slope of 1/8 inch (3 mm) per linear foot away from the edge of the pool or structures to ensure optimal performance of the **SUPERSAND G2**.
- G For the pool coping units, it is mandatory to use mortar in the joints. For the rest of the paver installation around the pool, you can use **SUPERSAND G2**.
- H Do not sweep **SUPERSAND G2** over asphalt.
- I **SUPERSAND G2** level, must be at least 1/8 inch (3 mm) below top of paver's surface or 1/8 inch (3 mm) below the chamfer or erosion may occur. The filled and cured polymeric sand joints should never be in direct contact with foot traffic or tire
- J For textured or pre-finished surfaces, we recommend to remove all the sand from the paver or slab surface prior to using the plate or roller compactor.

**Please note:** All pavers must be completely interlocked for vehicular and pedestrian use. If pavers are fanned they are not considered interlocked. **SUPERSAND G2** can be applied when pavers are installed directly on open graded aggregates that lock or choke themselves. This means the polymeric sand will not migrate through the voids. Do not apply **SUPERSAND G2** when the pavers are installed directly on aggregates with large voids.

**THIS CROSS-SECTION REPRESENTS THE HEIGHT OF POLYMERIC SAND FOUND IN THE JOINTS**



Maximum joint width  
2" (5 cm)



PAVERS OR NATURAL STONES  
WITHOUT CHAMFER



PAVERS OR NATURAL STONES  
WITH CHAMFER

**POLYMERIC SAND REQUIREMENTS**  
Minimum joint width: 1/8" (3 mm)  
Maximum joint width: 2" (5 cm)  
Minimum joint depth: 1 1/2" (38 mm)

# NO

CALLBACKS

# NO

HAZING

# NO

INCONSISTENT  
PERFORMANCE

# NO

CHANGES IN  
FORMULA

## POLYSWEEP®

Formulated for Joints Up to 3/4"  
Concrete & Clay Pavers • Natural Stone  
Cast Stone • Porcelain Tile

### POLYSWEEP ESTIMATED COVERAGE PER 50LB. BAG

JOINT SIZE	AREA IN SQ. FT.
Up to 1/4"	50-75
1/4" - 1/2"	25-50
1/2" - 3/4"	15-25

Coverage will vary depending on shape, size & depth of pavers installed.

### POLYSWEEP AVAILABLE COLORS\*



Color may vary due to the nature of aggregates and moisture content.

## X-TREME WIDE JOINT POLYSWEEP®

Formulated for Joints Up to 4"  
Concrete & Clay Pavers • Natural Stone  
Cast Stone • Porcelain Tile

### X-TREME WIDE JOINT ESTIMATED COVERAGE PER 50LB. BAG

PAVER TYPE	JOINT SIZE	AREA IN SQ. FT.
Standard	Up to 1/4"	50-75
Standard	1/2" - 3/4"	15-25
Natural Stone	Up to 2"	40-50
Natural Stone	2" - 4"	25-35

Coverage will vary depending on shape, size & depth of pavers installed.

### X-TREME WIDE JOINT AVAILABLE COLORS\*



Color may vary due to the nature of aggregates and moisture content.

\*Color Availability May Vary By Region.

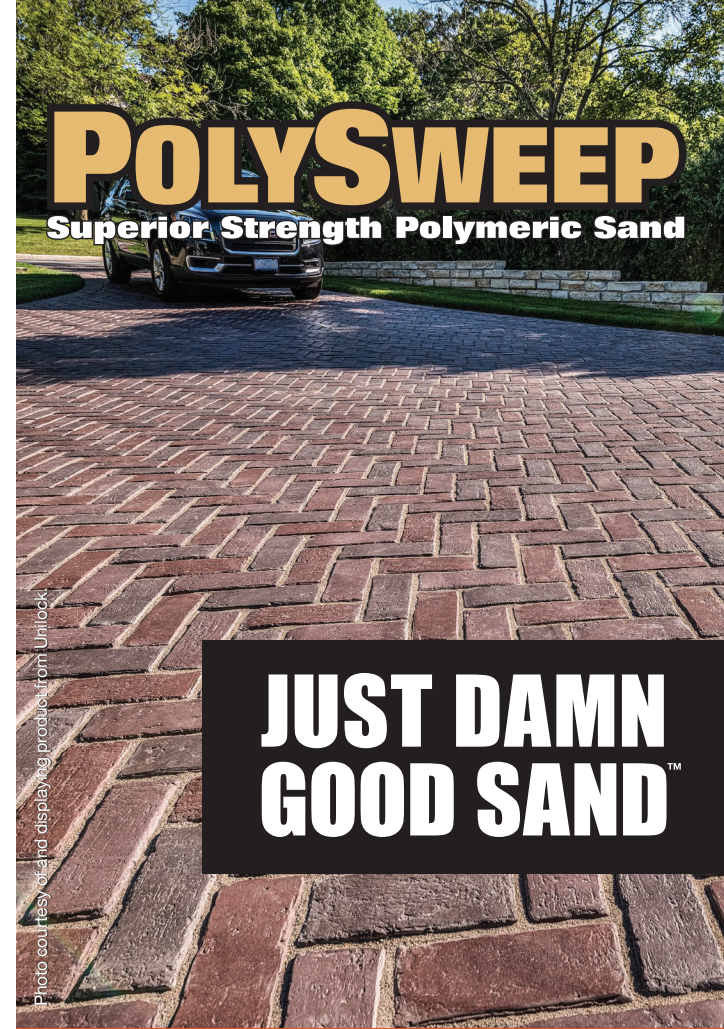
**SEK SUREBOND**  
HARDSCAPES *Done Right!*

800-932-3343

info@sek.us.com | www.sek.us.com

# POLYSWEEP

Superior Strength Polymeric Sand



# JUST DAMN GOOD SAND™

# NO

# COMPROMISES





**PROFESSIONAL SERVICE AGREEMENT  
(Kiener Plaza Paver Repair)**

**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 “**CONTRACTOR**”).

1. **Scope of Work.** The **CONTRACTOR** 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 **CONTRACTOR** a total sum not to exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_), for the **SCOPE OF WORK**. The payment of this sum shall be made (i) in accordance with a written invoice submitted by the **CONTRACTOR** detailing the work completed. Notwithstanding anything to the contrary herein, **CONTRACTOR, CONTRACTOR** shall submit an invoice to **DISTRICT** upon project completion. In no event shall **CONTRACTOR’S** total compensation for the **SCOPE OF WORK** exceed \$\_\_\_\_\_.
  
3. **Contractor’s Period of Service.** The **CONTRACTOR’S** services shall be performed expeditiously and consistent with the **CONTRACTOR’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 **CONTRACTOR'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 **CONTRACTOR'S** performance under this **AGREEMENT** on a temporary basis and for any period of time upon providing notice to the **CONTRACTOR** of such delay or suspension and the reason therefor.

4. **Deliverables.** The **DELIVERABLES** (as hereinafter defined) to be produced by **CONTRACTOR** 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 **CONTRACTOR** 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 **CONTRACTOR** will be at **DISTRICT'S** risk and without liability of **CONTRACTOR**. 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 **CONTRACTOR** or any

representatives, Contractors, subcontractors, employees, or agents of  
**CONTRACTOR.**

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

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

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

9. **Confidentiality.** During the course of performing under this **AGREEMENT**, **CONTRACTOR** may become privy to information identified by **DISTRICT** as confidential, or which is otherwise considered by its nature to be confidential. **CONTRACTOR** 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**, **CONTRACTOR** 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.** **CONTRACTOR** 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.** **CONTRACTOR** 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 **CONTRACTOR'S** work and operation under this **AGREEMENT**, but only to the extent caused by the negligent acts or omissions, in whole or part, of **CONTRACTOR**, its officers, agents, employees, representatives, members, Contractors, and/or sub-Contractors. In addition to the foregoing, **CONTRACTOR** shall require that any representative, agent, Contractor, or sub-Contractor with which it enters into any agreements or contracts to perform any work related to this **AGREEMENT** agree to hold harmless **CONTRACTOR** and **DISTRICT** for any loss or damage caused in whole or in part by the negligent acts or omissions of said representative, agent, Contractor, or sub-Contractor.

**CONTRACTOR** 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 **CONTRACTOR'S** professional negligence, errors and omissions), arising in whole or in part out of, in connection with, resulting from, or incidental to **CONTRACTOR'S** operation under this **AGREEMENT**.

13. **Insurance**. **CONTRACTOR** 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 **CONTRACTOR'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**. **CONTRACTOR** 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. **CONTRACTOR'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, **CONTRACTOR** shall also maintain Worker's Compensation Insurance protecting **CONTRACTOR** against all claims under applicable state Workers' Compensation laws in the following limit: Statutory Limit. **CONTRACTOR'S** Worker's Compensation insurance policy shall also protect **CONTRACTOR** 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.

**CONTRACTOR** shall ensure that any of its agents, representatives, Contractors, 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 **CONTRACTOR**, 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 **CONTRACTOR** for all services and reasonable costs incurred prior to the date of termination; subject, however, to **CONTRACTOR** 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 **CONTRACTOR**, **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

CONTRACTOR

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16. **Waiver.** The failure of one party to require performance of any provision of this **AGREEMENT** shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this **AGREEMENT** constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
17. **Controlling Law/Venue.** This **AGREEMENT** shall be interpreted in accordance with the laws of the State of Missouri. Any legal proceedings brought hereunder shall be brought in the Circuit Court of St. Louis City, Missouri or in the event of Federal jurisdiction, in the United States District Court, Eastern District of Missouri.
18. **Attorney Fees and Costs.** In the event that **DISTRICT** shall institute litigation or be named as a party to any litigation to enforce or interpret the provisions of this **AGREEMENT**, and **DISTRICT** shall be successful in whole or part in the prosecution or defense of such litigation, **CONTRACTOR** 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**, **CONTRACTOR** shall execute and deliver to **DISTRICT** the affidavit attached hereto as Exhibit B confirming **CONTRACTOR'S** enrollment in a federal work authorization program with respect to its employees, in compliance with Section

285.530 R.S.Mo. **CONTRACTOR** shall not be required to execute such affidavit if either (i) the compensation to be paid to **CONTRACTOR** under this **AGREEMENT** is \$5,000 or less, or (ii) **CONTRACTOR** does not have any employees. In the event **CONTRACTOR** is not required to execute the affidavit attached hereto as Exhibit B because **CONTRACTOR** has no employees, **CONTRACTOR** shall instead execute and deliver to **DISTRICT** concurrently with execution of this **AGREEMENT** an affidavit attesting that **CONTRACTOR** has no employees.

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

16. **Warranties and Representations of Contractor.** **CONTRACTOR** 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 **CONTRACTOR** 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 **CONTRACTOR**, 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 **CONTRACTOR**.

[Signature Page to Follow]

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

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

Approved as to form:  _____ Husch Blackwell LLP
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**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 "Contractor"), 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, Contractor 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:** \_\_\_\_\_