



## Great Rivers Greenway

### REQUEST FOR QUALIFICATIONS FOR ELECTRIC VEHICLE INFRASTRUCTURE FEASIBILITY STUDY

**SUBMITTAL DUE DATE:** February 10, 2023

**SUBMITTAL LOCATION:** Via email to [bgrossman@grgstl.org](mailto:bgrossman@grgstl.org)  
Submit qualifications via .PDF Format Only

#### QUESTIONS RELATED TO THIS RFQ:

Questions related to this request should be directed to Ben Grossman, Director of Greenway Operations, [bgrossman@grgstl.org](mailto:bgrossman@grgstl.org) no later than 2/3/2023. Answers will be posted to the GRG website and emailed to all known recipients of the RFQ on 2/6/2023 by 5:00 PM.

### PART A: CONSULTANT PROCUREMENT

#### TEAM QUALIFICATIONS

The selected consultant may be an individual, firm or team that best demonstrates the ability to address the anticipated scope outlined below. The consultant is expected to work collaboratively with Great Rivers Greenway and any potential municipal partners who become involved in the project.

Prospective consultants should review the anticipated scope of work carefully to determine the appropriate composition of their team expertise. Qualifications in electric vehicle technology, electrical engineering, economics, and GIS capabilities are considered critical to these services. The team must also demonstrate capacity and experience including project management, communications, design, engineering, meeting facilitation, preparation of construction documents and construction administration.

Though it is not required to be a pre-qualified firm to submit qualifications for this project and not required to use pre-qualified sub-consultants for this submittal, firms that are not local to the region may find GRG's pre-qualified vendor list helpful to find qualified and DBE, MBE, and WBE firms, <https://greatriversgreenway.org/jobs-bids/>

#### INSTRUCTIONS FOR PREPARING QUALIFICATIONS SUBMITTAL

Please send one submission in .PDF format to Ben Grossman, [bgrossman@grgstl.org](mailto:bgrossman@grgstl.org). Submission should be no more than 10 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)



## Great Rivers Greenway

- Overview of consultant firm(s) with brief profiles of individuals assigned to this effort, including project manager and organization chart.
- 1-2 page statement of understanding of the proposed scope of work and consultant's approach to working with the Project Partners. If the consultant proposes to deviate from the suggested scope of work, provide description of the proposed approach and justification.
- Description of consultant's experience with local governments, districts, or other public agencies.
- Profile of three to five projects demonstrating relevant experience working on similar efforts within the past five years. These projects should include work samples of electric vehicle infrastructure feasibility, design, or implementation. Include references with current contact information.
- Resumes of key individuals assigned to the effort.
- Statement of current hourly rates or any other information related to fees and anticipated reimbursable expenses.
- Description of the firm's ownership structure, including percentage ownership by women and minorities and DBE/WBE/MBE certification.
- Disclosure of any material agreements, relationships, or employment your firm or team members have that may create a conflict of interest or the appearance thereof with any of the Project Partners.
- Signed Exhibit E by person in responsible charge acknowledging all submittal requirements, including template contract.

It is the sole responsibility of the firm 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)



## Great Rivers Greenway

- Capacity and expertise of staff assigned to project
- Quality assurance/quality control program or procedures
- Project management philosophy
- Project delivery, research and technical approach
- Diversity of project team (DBE/MBE/WBE certified team members) and/or Diversity-Equity-Inclusion (DEI) approach
- Ability to address project goals and meet deliverable and schedule requirements
- Demonstrated willingness to perform work in collaborative manner with GRG staff, partners, additional stakeholders, 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 teams. 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.

GRG may utilize the services of one or more consultants to meet periodic needs for additional services that may arise related to engagement, asset management, a current greenway project underway or one in the planning phase. GRG may select different consultants to provide additional services, as staff determines appropriate.

### ANTICIPATED PROCUREMENT SCHEDULE

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

1/18/2023:	GRG Issues RFQ
2/3/2023:	Related questions due to GRG by 5:00 PM CST Submit questions in writing to Ben Grossman, bgrossman@grgstl.org
2/6/2023:	GRG Issues Response to Questions All questions and responses will be shared among each of the teams invited to interview
2/10/2023:	Qualifications Submittals Due
February 2023:	Interviews conducted at 3745 Foundry Way, Suite 253, St. Louis, MO 63110
March 2023:	Establish scope and fee with selected team
4/11/2023:	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.

GRG is seeking a qualified consultant that possesses expertise in electric vehicle infrastructure planning to provide professional and technical planning services to develop an Electrical Vehicle (EV) Infrastructure Feasibility Study for the greenways throughout GRG's jurisdiction.

Goals and objectives for this project are to evaluate the potential for EV charging stations at greenway trailheads and parking lots; propose several options or business models for installing, operating and managing EV charging stations; identify potential locations; identify grants and funding incentives for incorporating EV charging stations; identify and coordinate with other EV planning efforts in the region; report the economics associated with implementation. A future scope of work may include piloting one or several locations for design and installation of EV charging stations, the consultant's team would be expected to be able to provide bid documents and construction assurance services throughout construction.

Project will begin approximately spring 2023 and the initial phase of work to be completed by year end. Potential future tasks or phases may be implemented at a later date.

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

**The purpose of this Request for Qualifications is to select the best qualified consultant or consulting team to prepare an electric vehicle feasibility plan for the jurisdiction of Great Rivers Greenway.**

## **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 staff and stakeholder input.

Please refer to the following Exhibit A "Project Map" for the project area context and the currently identified opportunities and constraints.



Great Rivers Greenway's anticipated scope of work includes, but is not limited to, the following:

**Task 1:** Evaluate greenway amenities including parking lots, trail heads, electrical infrastructure and nearby EV charging stations not located on a greenway. GRG staff can provide access to GRG's asset inventory, design documents or as-builts and access to partner agencies that may have additional information to help evaluate the current status of opportunities.

**Task 2:** Create a comprehensive list of potential sites for EV charging stations on greenways based on essential criteria to make installation feasible. Firm will then work with GRG staff and potentially municipal partners to create a short list of three to five sites to consider installation in the near future. Criteria for identifying target sites should include equity, power options, equipment options/configurations, and developer costs. Other criteria to consider are existing gaps in the existing EV charging network, coordination with other EV planning efforts in the region, grant opportunities and funding incentives, economic impact, and environmental impact. Deliverables for this task may include a technical memorandum describing the decision-making criteria and data, schedule of design and construction implementation, budgeted costs for implementation (i.e., additional staffing, consultants or professional services, permitting, utility coordination/relocation, design, construction, etc.),

**Task 3:** Develop scenarios for operations and maintenance of EV charging stations as well as ownership and business models for cost recovery including consideration for equity throughout our region. The technical memorandum may include maintenance management plans for each site, including annual costs, replacement schedules, and other ancillary costs for operations, additional staffing needs, emergency management, systems management and labor associated with perpetual support activities required of the system, asset lifecycle costs, including cost recovery options over time.

**Task 4:** Provide a phased implementation plan for the three to five sites based on findings as well as staff and partner agency input. Implementation should include overview and summary of current funding and incentive opportunities for construction of EV charging stations in GRG's jurisdiction. These opportunities and incentives should include local, state and/or federal funding programs for EV and related infrastructure. Deliverables for this task may include a report that details the development of the implementation plan, project partners, mapping, financial resources, assumptions and data used to optimize the locations, equity data and assumptions, drawbacks or benefits to the economy of scale, other developer costs, opportunity costs, diminishing return, equity costs, intangible assets and resources, data driven economic impact estimation, environmental impacts, and how this plan honors the fiduciary duty of the district to benefit the public, GRG's mission and vision, as well as the plan's alignment with the GRG's Regional Plan Update.

**Potential Future Tasks:** Firm may be tasked with the design and development of construction documents for public bid on one or multiple locations identified on the short-list of potential sites. Firm may also be tasked with incorporation of a design into an existing greenway project already in design by another firm/team. Firm should be able to perform construction assurance services throughout construction of a said project(s) as requested. Firm may be asked to prepare external funding applications identified in Task 4.



As the project evolves, expanded needs may become necessary for a successful project delivery and contract amendments beyond the initial scope of work and duration may be necessary. It may be necessary to evolve the scope and throughout the contract, it is expected that the consultant will collaborate with GRG staff to prepare detailed tasks and schedules for specific deliverables that may change as project scope changes.

These services are intended to assist GRG with various initiatives, including, but not limited to, developing a feasibility for EV charging stations, enhancing an existing project underway or recently completed, and would apply to a period between March 2023 and December 2024. GRG may also extend these services to provide continued services during the construction and post-construction asset inventory period if a project is initiated within the time above.

## 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.

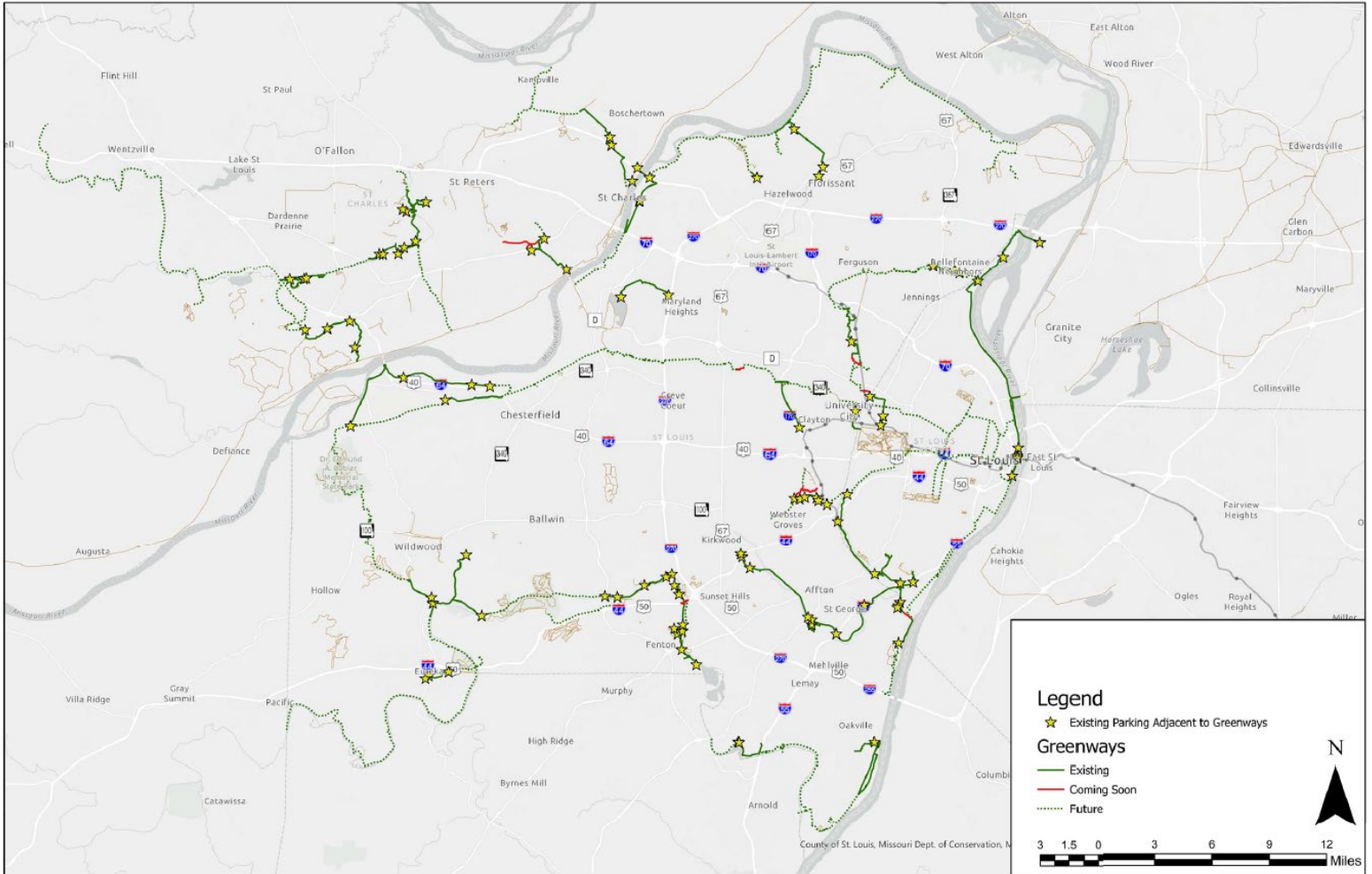
This Request for Qualifications does not obligate Great Rivers Greenway to pay any costs incurred by any respondent with their submission.

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. All contract(s) will remain subject to annual budget appropriation by the Developer's Board of Directors. 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.



# Great Rivers Greenway

## 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.



## Great Rivers Greenway

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,**



## Great Rivers Greenway

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**, under an accompanying standard GRG Consultant Services Invoice Coversheet, 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.

5. **Definitions.**



## Great Rivers Greenway

- 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 \_\_\_\_\_ 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, GIS databases/analytics/maps 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.





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 [REDACTED] (License No. [REDACTED]) 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 email or personal delivery, by nationally recognized overnight carrier or certified mail, return receipt requested, postage prepaid at the following addresses:

**DISTRICT**

**CONSULTANT**

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

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





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: _____</p> <p>Susan Trautman Chief Executive Officer</p>	<p>_____</p> <p>By: _____</p> <p>Print: _____</p> <p>Title: _____</p>

<p>Approved as to Form:</p>
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**Great Rivers Greenway**

**EXHIBIT A**

**SCOPE OF WORK**

**(from contract template in Exhibit B of RFQ, intentionally left blank)**



Exhibit D

<p>Great Rivers Greenway Great Rivers Greenway 3745 Foundry Way Suite 253 St. Louis, MO 63110 Email: info@grgstl.org</p>	<p><b>GRG Consultant Services Invoice</b></p>	<p style="text-align: right;"><b>INVOICE</b></p> <p>Invoice Date: _____          Received Date: _____          Invoice Number: _____          Billing From Date: _____ From Date          Billing Through Date: _____ To Date</p>
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Revised August 2021

**Section 1: Project Information**

<b>Consultant Information</b>	
Consultant Firm Name:	
Consultant Contact Name:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone Number:	
Contact Email:	
Consultant Project No.:	
<b>GRG Project Information</b>	
GRG Project Name:	
Project County:	
Project City:	
GRG Project Number:	
<b>Consulting Services Contract Information</b>	
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
<b>Total for this invoice</b>			<b>\$0.00</b>
Total Prior Invoiced Amount			
Total Invoiced to Date (including this invoice)	\$0.00		
Total Contract Remaining	\$0.00		





## Great Rivers Greenway

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!	
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			#DIV/0!	
<b>TOTAL</b>	\$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

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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)
- Overview of consultant firm(s) with brief profiles of individuals assigned to this effort, including project manager and organization chart.
- 1-2 page statement of understanding of the proposed scope of work and consultant's approach to working with the Project Partners. If the consultant proposes to deviate from the suggested scope of work, provide description of the proposed approach and justification.
- Description of consultant's experience with local governments, districts or other public agencies.
- Profile of three to five projects demonstrating relevant experience working on similar efforts within the past five years. Include references with current contact information.
- Resumes of key individuals assigned to the effort.
- Statement of current hourly rates or any other information related to fees and anticipated reimbursable expenses.
- Description of the firm's, 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 (attached hereto).

Person in Responsible Charge of this Submittal:

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

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

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