



**Request for Qualifications
Prequalification for Civic/Community Engagement
Professional Services**

Submittal Due: 4:00 pm CST on Monday, September 11, 2023

Submittal Location: sdaniels@grgstl.org
(email with PDF attachment)

General Information

This Request for Qualifications (RFQ) serves as a pre-qualification for professional services related to Civic/Community engagement. This RFQ process will establish a pool of qualified vendors to deliver engagement services for Great Rivers Greenway (GRG) projects. Vendors who meet desired qualifications will remain on a vendor list and be eligible for consideration for contracted services for projects occurring anytime during the next three years (January 1, 2024 to December 31, 2026).

Questions & Pre-Bid Information Session

Questions or information related to this request should be directed to: Shaughnessy H. Daniels, Director, Civic Engagement, sdaniels@grgstl.org by 4:00 pm CST on Tuesday, August 29, 2023. Answers will be provided to all parties who have downloaded the Request for Qualifications via the email provided and posted on the Great Rivers Greenway website by or before 4:00 pm on Thursday, August 31, 2023.

A 30-minute virtual information session will be held on Tuesday, August 22, 2023 at 11:30am via Zoom to review the pre-qualification purpose and process. Participation in this session is optional. Any questions that arise in this session will be answered and distributed with the response to questions described above. Zoom information for this session follows:

Join Zoom Meeting:

<https://us02web.zoom.us/j/89962431276?pwd=Skc1cGlxcGU1T2dqeHB6NWtnWDh5QT09&from=addon>

Meeting ID: 899 6243 1276

Passcode: 011555

Schedule

Please make note of the following milestone dates for this pre-qualification process:

Mon Aug 14	Request for Qualifications issued by GRG
Tues Aug 22	Pre-Submission Informational Meeting (Optional): 11:30am
Tues Aug 29	Deadline for Inquiries by 4pm
Thurs Aug 31	Inquiry Responses issued by GRG by 4pm
Mon Sep 11	RFQ Submittals Due by 4pm

Thurs Sep 21	Interviews 12pm to 4pm
Fri Sep 22	Interviews 12pm to 4pm
Tues Sep 26	Interviews 9am to 2pm
Fri Sep 29	Prequalified Vendor Approval

Background

The Metropolitan Parks and Recreation District d/b/a Great Rivers Greenway (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. More information on Great Rivers Greenway's vision for a regional network of greenways may be found here: <https://greatriversgreenway.org/reports-plans/>.

Great Rivers Greenway is operated by a 35-member staff and governed by a 12-member Board of Directors. Staff are organized under Build, Promote, Sustain and Administration teams and the district is supported by the Great Rivers Greenway Foundation, a 501(c)3 nonprofit.

Great Rivers Greenway (with help from partners) has developed an overall Engagement Strategy, located here: <http://greatriversgreenway.org/wp-content/uploads/2018/02/Engagement-Strategy-FINAL.pdf>. The strategy is subject to change, but provides overall guidance. The agency also has an overall Diversity, Equity and Inclusion plan to assess our strengths and opportunities for growth. Any vendor is expected to learn with us and value this work: <http://bit.ly/DEIGRG>

Great Rivers Greenway is requesting qualifications from interested firm(s), organization(s), individual(s) and non-profit(s) to provide services related to civic/community engagement. All responses and any accompanying material will become the property of Great Rivers Greenway.

By submitting a response to this request, firms, organizations, individuals and non-profits accept all the terms and conditions of the Request for Qualifications or "RFQ".

GRG's Engagement Strategy and Values

Great Rivers Greenway places a high value on community engagement and expects engagement vendors to incorporate effective methods to maximize community participation in support of planning and design processes.

Engagement is a collaborative effort led by a Great Rivers Greenway Community Engagement Manager and in cooperation with a Project Manager and project team. Community engagement tasks are typically correlated and complementary to planning and design tasks throughout the duration of a project. Engagement may include coordination with a variety of stakeholders including user groups, focus groups, advisory groups, residents and elected officials at the local, county and regional levels. Engagement activities may include, but are not limited to: stakeholder coordination, public meetings/open houses, individual meetings with businesses, property owners, and tenants, public surveys, neighborhood meetings, attendance at existing community events, mailers, technical or community advisory groups, and other forms of go-to-them engagement.

Scope of Work

Great Rivers Greenway intends to engage firm(s), organization(s), individual(s) or non-profit(s) to provide services related to civic/community engagement. Because a variety of services may be needed, this RFQ is broken down into two (2) components. Respondents may choose to respond to one (1) or both of these components. Please provide specification in your response as to which of the elements are applicable.

1. Consult with Great Rivers Greenway staff on Civic/Community Engagement strategy, industry best practices and ideas for a variety of projects. This could include reviewing plans, suggesting strategy, helping with research or consulting on specific projects. This may include meetings, phone calls or reviewing documents via email. This is an internal type of relationship, not public-facing.

2. Manage the process for planning, implementing and documenting engagement opportunities (in a variety of settings) that range from open houses to workshops to participatory art or placemaking, public exhibits, surveys, forums, focus groups, site visits and audits and other tools for any given project may include but is not limited to:

- Manage the process for a Community Advisory Committee.
 - This includes the strategy for recruitment, planning and running meetings or workshops and synthesizing and preparing reports or memorandums on the results.
 - This includes the direct relationship building and facilitation of meetings or workshops. This item is not just on the strategy or recommendation side, includes execution as well.
- Recruiting, hiring and managing a street team (preferably from residents of all ages and reflecting the demographics of the local community) to:
 - Conduct research
 - Distribute materials or surveys
 - Engage at community events, programs and other opportunities as necessary.
- Researching, contacting and engaging with audiences ranging from small groups of stakeholders such as elected officials, business owners, community leaders, neighborhood groups, etc to large events open to the public. The consultant is expected to assist in all aspects of the program including administrative tasks when requested by GRG staff.
- Helping to draft surveys and/or online tools to distribute, collect, analyze and report results.
- Coordinating all engagement details, executing the engagement plan and synthesizing all engagement-related results.
- Other tasks and duties related to public engagement that may be used over the course of the next three years of this RFQ.

Contracts that result from this RFQ may be executed over the next three (3) years (January 1, 2024 to December 31, 2026), with scope and fee to be negotiated directly with any respondents chosen for a given project. Work may take place throughout the region, and costs incurred such as mileage or supplies can be written into any contract.

Instructions for Submitting Qualifications

Qualifications should be submitted via email with a PDF attachment to sdaniels@grgstl.org no later than Monday, September 11, 2023 at 4:00pm. Submittals should contain the following information:

- A one-page letter of interest that includes a synopsis of the respondent's qualifications, primary specialties of the respondent, the primary contact or lead representing the contractual authority of the respondent and the primary contact or lead representing the main point of contact for the work (may be the same person).
- Profile(s) of respondent(s) including number of employees, location, and relevant experience working on similar projects within the last five (5) years. Include the respondent's experience with local governments, special districts or other public agencies in the development of similar projects. Also include a statement regarding the respondent(s) M/WBE status.
- Based on the generalities provided in the two (2) component work areas, provide a general discussion of the philosophy that the respondent will use to approach any or all of those components. No more than two (2) pages per component. Responses to both components are allowed.
- Resumes of key team members identified by the respondent(s) as having a major role. Resumes can be any format that summarizes qualifications, may not be longer than two (2) pages per person.
- If applicable, an organizational chart showing the prime consultant, the proposed relationships between key personnel and support staff and/or sub consultants who are expected to participate in the work, and which aspects of the work each person will be responsible for performing.
- Project descriptions for no fewer than three (3) and no more than six (6) recent projects with a similar scale and scope performed by the respondent within the last five (5) years. Include the following:
 - Name of the client (include contact name and email address)
 - Description of projects and up-to-5 sentences on the outcomes and evaluation
 - Key personnel involved and year the project was completed
- Disclose any material agreements, relationships, or employment your firm or team members have with Great Rivers Greenway that may create a conflict of interest or the appearance thereof.
- Include copies of your firm's most recent Equal Opportunity form (EEO-1) and Affirmative Action policies, if applicable.
- Outline fee structure from past projects or proposed fee structures for hourly work or project-based work for any of the component work areas, as well as an hourly rate for any additional follow up needs.

General Provisions

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

Prospective consultants shall assure GRG that they will comply with 2020 ADA Standards which prohibits 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.).

Terms of Contract

GRG may enter into contract agreements with any consultants or consulting firms selected from the list of pre-qualified vendors over the next three years (January 1, 2024 to December 31, 2026). Please see Exhibit A for General Contract Provisions, and Exhibit B for the Professional Services Contract Template.

It is GRG's practice to require the following terms in the contract. Any significant variances from contract terms should be addressed in the proposal.

Selected consultant must indemnify, hold harmless and defend GRG from and against any and all claims, demands, actions, damages, liability and expense arising from the scope of work in the agreement.

Selected consultant must maintain comprehensive general liability insurance, automobile liability insurance, and property liability insurance with liability limits of not less than \$2,000,000 per occurrence. GRG must be named as additional insured on selected consultants' comprehensive general liability insurance, automobile liability insurance, and property liability insurance policies.

Any contract awarded for this work will require the consultant to execute and deliver to GRG an affidavit confirming the consultant's enrollment in the e-verify federal work authorization program with respect to its employees, in compliance with Section 285.530 R.S.Mo. as well as a copy of the consultant's e-verify MOU. Consultants shall not be required to execute the affidavit and supply an e-verify MOU copy if either (i) the compensation to be paid 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).

Payments

GRG requests that invoicing occur upon actual receipt of services. Written invoices must be submitted by the vendor detailing the work performed and detailed fees. Although GRG utilizes an expedient process, vendors are advised that it could take up to 30 days to process invoices for payment.

Selection Process

A review committee will evaluate all responses to this RFQ. From this review, Great Rivers Greenway may select a consultant(s) solely on the basis of submittals, or may additionally identify a short list of individual or team candidates for possible interviews. The committee may contact any or all respondents to clarify submitted information.

Upon selection of a firm, organization, individual, non-profit or combination thereof from the prequalified vendor list, Great Rivers Greenway will negotiate a scope of services and other terms and conditions of an agreement with the selected respondent(s). If such negotiations are not successful, Great Rivers Greenway reserves the right to begin negotiations with other respondents. Respondents whose qualifications are not accepted

will be notified in writing as soon as practical.

Minority and Women Business Enterprise Policies

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.

MBE/WBE firms included in the respondent's submittal, either as prime consultants or subcontracts, must be certified by one or more of the following agencies on or before the date of the submission of bids:

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

Important Considerations

Great Rivers Greenway reserves the right, at its sole discretion, to:

- Reject any or all submittals when, in its opinion, it is determined to be in the public interest to do so
- Waive minor informalities of a submittal
- Cancel, revise, or extend this solicitation
- Request additional information which is deemed necessary
- Extract, combine, and delete elements of individual submittals of qualifications
- Negotiate jointly or separately with individual firms, organizations and nonprofits with respect to any or all elements of this request
- All contractual agreements shall be subject to, governed by and construed according to the laws of the State of Missouri.

GRG's decision shall be final and, depending on contract values, may require approval by the Board of Directors.

This Request for Qualifications does not obligate GRG to pay any costs incurred by any respondent in the submission of their qualifications 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 qualifications. GRG will give preference to firms located in their district (St. Louis City, St. Louis County and/or St. Charles County) and secondly, in the State of Missouri, when other considerations are equal.

EXHIBIT A: GENERAL PROVISIONS

The following are Great Rivers Greenway's standard General Provisions for professional services contracts.

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

Upon selection of the most qualified consultant(s), GRG intends to enter into an initial contract with an option to add amendments or issue new contracts for additional durations.

It is the policy of GRG that minority and women-owned businesses shall have the maximum opportunity to participate in the performance of contracts utilizing taxpayer funds.

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 project evaluation team 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 invitation does not obligate Great Rivers Greenway or its project partners to pay any costs incurred by any respondent with their submission.

Any contract awarded for this work will require the consultant to execute and deliver to GRG an affidavit confirming the consultant's enrollment in the e-verify federal work authorization program with respect to its employees, in compliance with Section 285.530 R.S.Mo. as well as a copy of the consultant's e-verify MOU. Consultants shall not be required to execute the affidavit and supply an e-verify MOU copy if either (i) the compensation to be paid 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).

Any contract awarded for this work will also require the consultant to meet GRG's insurance requirements, a copy of which are quoted below:

"The CONSULTANT shall maintain throughout the term of this AGREEMENT insurance coverage for the risks specified below and shall maintain policy limits at a minimum in the amounts specified below. All commercial general liability and automobile liability insurance shall be written on an occurrence basis. With the exception of professional liability insurance and workers' compensation/employer's liability insurance, the DISTRICT shall be named as an additional insured on all insurance policies, the CONSULTANT's insurance will be primary to any insurance the DISTRICT may have and the DISTRICT's insurance shall be non-contributory.

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

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

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

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

Contractual Liability
Explosion, Collapse & Underground Independent
Contractors

Automobile Liability Insurance: CONSULTANT shall maintain Automobile Liability Insurance protecting against claims for bodily injury or property damage arising out of the ownership or use of any owned, hired or non-owned vehicle and including protection for either all owned, hired, or non-owned motor vehicles of any type, in the following limits: \$2,000,000 Each Accident, Combined Single Limits, Bodily Injury and Property Damage. An umbrella or excess liability policy may be used to attain the shown Automobile Liability limits. Such policy shall insure the contractual liability assumed by the CONSULTANT pursuant to this AGREEMENT.

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

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

Bodily Injury by Accident	\$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:

- is licensed to do business in the State of Missouri; and
- 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.”

EXHIBIT B:
GRG SMALL PROFESSIONAL SERVICES CONTRACT TEMPLATE
PROFESSIONAL SERVICE AGREEMENT

(_____ Greenway)

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

1. **Scope of Work.** The **CONSULTANT** agrees to perform the professional services related to _____, as set forth in Exhibit A attached hereto and incorporated herein by reference (“**SCOPE OF WORK**”). In accordance with the other conditions included in this **AGREEMENT**, such **SCOPE OF WORK** is sometimes collectively referred to herein as the **PROJECT**.
2. **Compensation.** The **DISTRICT** shall pay to the **CONSULTANT** a total sum not to exceed _____ Dollars (\$_____), subject to annual appropriation by the **DISTRICT’s** Board of Directors, for the **SCOPE OF WORK**. The payment of this sum shall be made (i) in accordance with a written invoice submitted by the **CONSULTANT**, under an accompanying standard GRG Consultant Services Invoice Coversheet, detailing the work to be performed, the person or persons performing the work, the detailed fees and costs therefor and the percentage of the **SCOPE OF WORK** that has been completed at the time of invoicing, and (ii) otherwise consistent with the payment terms set forth in Exhibit A. Notwithstanding anything to the contrary herein, **CONSULTANT** shall submit an invoice to **DISTRICT** once per month in order to ensure

timely and accurate bookkeeping and accounting by **DISTRICT**. In no event shall **CONSULTANT'S** total compensation for the **SCOPE OF WORK** exceed \$ _____.

3. **Consultant's Period of Service.** The **CONSULTANT'S** services shall be performed expeditiously and consistent with the **CONSULTANT'S** professional skill and judgment, and in conformance with the time for performance set forth in the **SCOPE OF WORK**. For the sake of clarity and to avoid confusion, it is anticipated the **CONSULTANT'S** services shall begin on the date of this **AGREEMENT** and shall be completed by

_____. Notwithstanding the foregoing, the **DISTRICT** shall have the right to delay the start of or suspend the **CONSULTANT'S** performance under this **AGREEMENT** on a temporary basis and for any period of time upon providing notice to the **CONSULTANT** of such delay or suspension and the reason therefor.

4. **Deliverables.** The **DELIVERABLES** (as hereinafter defined) to be produced by **CONSULTANT** are set forth and described in Section 5 of this **AGREEMENT** and the **SCOPE OF WORK**.

5. **Ownership of Deliverables.** All plans, drawings, schedules, reports, summaries and other documents, including those prepared in electronic form, prepared in accordance with the **SCOPE OF WORK** and related to the **PROJECT** (the "**DELIVERABLES**") shall be and become the property of **DISTRICT**, and may thereafter be utilized by **CONSULTANT** only upon written permission of **DISTRICT**. Such written permission shall not be unreasonably withheld. Any reuse, changes, or modifications of the **DELIVERABLES** beyond that intended for this **PROJECT** without the express written consent of **CONSULTANT** will be at **DISTRICT'S** risk and without liability of **CONSULTANT**. None of the **DELIVERABLES**, handouts, or other documents or materials produced in whole or in part under this **AGREEMENT** shall be the subject of an application for copyright on behalf of **CONSULTANT** or any representatives, consultants, subcontractors, employees, or agents of **CONSULTANT**.

6. **District's Representative.** **DISTRICT** hereby designates _____ as **DISTRICT'S** representative to act on **DISTRICT'S** behalf with respect to the **PROJECT** ("**DISTRICT'S REPRESENTATIVE**"). **DISTRICT** or **DISTRICT'S REPRESENTATIVE** shall render decisions promptly to avoid unreasonable delay in the progress of **CONSULTANT'S** performance of the **SCOPE OF WORK**.
7. **Consultant's Representative.** **CONSULTANT** hereby designates _____ as **CONSULTANT'S** representative to act on **CONSULTANT'S** behalf with respect to the **PROJECT** ("**CONSULTANT'S REPRESENTATIVE**"). **CONSULTANT'S REPRESENTATIVE** shall not be changed without **DISTRICT'S** written consent, except in the event that **CONSULTANT'S REPRESENTATIVE** is no longer employed by **CONSULTANT**.
8. **Standard of Care/Relationship of Parties.** No agency or employment agreement is created by this **AGREEMENT**. **CONSULTANT** shall be deemed an independent contractor for purposes of this **AGREEMENT**. Except as specifically authorized in writing, **CONSULTANT** is not authorized to bind **DISTRICT** to any contractual obligations. In addition to its obligations to perform the duties specified in this **AGREEMENT**, **CONSULTANT** shall perform its services hereunder with such professional skill and care ordinarily provided by such consultants practicing the same profession or trade in the St. Louis Metropolitan Area.
9. **Confidentiality.** During the course of performing under this **AGREEMENT**, **CONSULTANT** may become privy to information identified by **DISTRICT** as confidential, or which is otherwise considered by its nature to be confidential. **CONSULTANT** represents and warrants that it will take all steps necessary to protect such confidential information consistent with its duties hereunder.
10. **Publicity.** Unless directed otherwise by the **DISTRICT**, **CONSULTANT** shall include in

all publicity generated by it concerning the **PROJECT**, and which is the subject of this **AGREEMENT**, that the **PROJECT** is "funded, in part, by the Great Rivers Greenway District."

11. **Compliance with ADA and Other Applicable Law.** **CONSULTANT** shall perform all tasks in compliance with all applicable laws, rules, regulations, ordinances, and standards, including, but not limited to, the Americans with Disabilities Act, as Amended, 42 U.S.C. § 12101 et seq., 47 U.S.C. §§ 225.611 and including all standards set forth in the regulations promulgated by the United States Department of Justice (2010 ADA Standards and the 2009 Draft Final Accessibility Guidelines for Outdoor Developed Areas) and Missouri's accessibility standards set out in the Missouri Revised Statutes at § 8.610 et seq., as well as any modifications, amendments or update to any of these standards in effect during the term of this **AGREEMENT**. Any deviation from the requirements of this Section 11 must be approved in writing by **DISTRICT**.

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

CONSULTANT and **DISTRICT** for any loss or damage caused in whole or in part by the negligent acts or omissions of said representative, agent, consultant, or subconsultant.

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

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

If required by applicable law, **CONSULTANT** shall also maintain Worker's Compensation Insurance protecting **CONSULTANT** against all claims under applicable state Workers' Compensation laws in the following limit: Statutory Limit.

CONSULTANT'S Worker's Compensation insurance policy shall also protect

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

Bodily Injury by Accident \$ Statutory Limit each accident

Bodily Injury by Disease \$ Statutory Limit policy limit

Bodily Injury by Disease \$ Statutory Limit each employee

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

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

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

a. For failure to perform or for other breach of the terms of this **AGREEMENT**, **DISTRICT** may terminate by giving written notice to **CONSULTANT**, seven (7) days prior the date of termination or,

b. Without cause, either party may terminate by giving written notice to the other thirty (30) days prior to the date of termination.

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

15. **Notice.** All notices required or permitted under this **AGREEMENT** shall be deemed served when received by 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	_____

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

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

18. **Attorney Fees and Costs.** In the event that **DISTRICT** shall institute litigation or be named as a party to any litigation to enforce or interpret the provisions of this **AGREEMENT**, and **DISTRICT** shall be successful in whole or part in the prosecution or defense of such

litigation, **CONSULTANT** shall pay all costs, expenses and reasonable fees incurred or paid by the **DISTRICT** in connection with such litigation.

19. **E-Verify Affidavit**. Concurrently with execution of this **AGREEMENT**, **CONSULTANT** shall execute and deliver to **DISTRICT** the affidavit attached hereto as Exhibit B confirming **CONSULTANT'S** enrollment in a federal work authorization program with respect to its employees, in compliance with Section 285.530 R.S.Mo. **CONSULTANT** shall not be required to execute such affidavit if either (i) the compensation to be paid to **CONSULTANT** under this **AGREEMENT** is \$5,000 or less, or (ii) **CONSULTANT** does not have any employees. In the event **CONSULTANT** is not required to execute the affidavit attached hereto as Exhibit B because **CONSULTANT** has no employees, **CONSULTANT** shall instead execute and deliver to **DISTRICT** concurrently with execution of this **AGREEMENT** an affidavit attesting that **CONSULTANT** has no employees.
20. **Anti-Discrimination Against Israel Act**. Concurrently with execution of this **AGREEMENT**, **CONSULTANT** shall execute and deliver to **DISTRICT** the affidavit attached hereto as Exhibit C confirming that **CONSULTANT** is not currently engaged in and shall not, during the duration of this **AGREEMENT**, engage in a boycott of goods or services from the State of Israel, in compliance with Section 34.600 R.S.Mo. **CONSULTANT** shall not be required to execute such affidavit if either (i) the compensation to be paid to **CONSULTANT** under this **AGREEMENT** is less than \$100,000, or (ii) **CONSULTANT** has less than ten (10) employees. In the event **CONSULTANT** is not required to execute the affidavit attached hereto as Exhibit C because **CONSULTANT** has less than ten (10) employees, **CONSULTANT** shall instead execute and deliver to **DISTRICT** concurrently with execution of this **AGREEMENT** an affidavit attesting that **CONSULTANT** has less than ten (10) employees.
21. **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.

22. **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.

23. **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.

24. **Amendment.** This **AGREEMENT** may be amended only by written instrument signed by both the **DISTRICT** and the **CONSULTANT**.

[Signature Page to Follow]

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

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

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

EXHIBIT A

[SCOPE OF WORK]

EXHIBIT B

Affidavit of Compliance with Section 285.500 R.S.Mo., Et Seq.

For all Agreements in excess of \$5,000.00.

Effective January 1, 2009

STATE OF _____)

) ss.

COUNTY OF _____)

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

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

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

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

Signature _____

Name: _____

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

Notary Public

My commission expires: _____

EXHIBIT C

Affidavit of Compliance with Anti-Discrimination Against Israel Act (Section 34.600)
For all Agreements in excess of \$100,000.
Effective August 28, 2020

STATE OF _____)

) ss.

COUNTY OF _____)

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

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

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

Signature _____


Name: _____

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

Notary Public

My commission expires: _____

EXHIBIT C: GRG PROFESSIONAL SERVICES INVOICE COVER FORM

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

Revised August 2021

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

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

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

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 3: Project Cost Breakdown (Consultant may attach separate sheet(s) in lieu of this section)

CONSULTANT PERSONNEL

Scope Task	Employee/Employee Role	HOURS	RATE	AMOUNT
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
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				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
		Total Personnel Costs due this invoice		\$0.00

REIMBURSABLE EXPENSES

Description / Purpose		AMOUNT
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
	Total Reimb. Expenses due this invoice	\$0.00

SUB-CONSULTANTS

Sub-consultant firm name (enter each one and designate MBE/WBE Status)	MBE/WBE Status	AMOUNT
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
Total Sub-Consultant fees due this invoice		\$0.00

GRG Consultant Services Invoice

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

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

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

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

Progress Report – Narrative