

# REQUEST FOR BIDS Park and Greenway Operations and Maintenance

St. Louis Region, MO

SUBMITTAL DUE DATE: Friday, October 13, 2023

2:00 PM Central Standard Time

**SUBMITTAL LOCATION:** Great Rivers Greenway

ATTN: Susan Jankowski 3745 Foundry Way Suite 253

St. Louis, MO 63110

Questions or information related to this request should be directed to: Susan Jankowski, Operations Manager sjankowski@grgstl.org

#### **BACKGROUND**

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

Great Rivers Greenway is seeking bids for:

- Routine landscape maintenance tasks and mowing throughout the District
- Routine Conservation Stewardship and Management
- Small construction projects as needed
- Routine trash removal
- Splash pad maintenance
- Weekly reporting

Other services as needed

Issue Date: 9/13/2023

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

This document is a Request for Bids (RFB) for the services described below and does not obligate the District to accept responses from eligible firms. The RFB establishes minimum requirements a firm must meet in order to be eligible for consideration as well as information to be included in the firm's response. The District intends to enter into a contract for services in 2024 with options for services through the 2026 calendar year. The District and selected firm will work to negotiate the scope and fee for subsequent years past 2024 during the third quarter of each fiscal/calendar year.

#### **SCOPE OF SERVICES**

#### Tasks and Definitions

#### 1. TRASH:

- a. Pick up loose litter from the entire site/facility
- b. Empty trash cans and replace with liners (provided by District)
- c. Remove gum/stickers from trash cans and report if tethers are broken
- d. Refill Mutt Mitt dispensers (District to provide Mutt Mitts)

## 2. Landscape Maintenance:

- a. Bed Maintenance:
  - i. Weeding
  - ii. Spraying
  - iii. Litter Removal
  - iv. Reporting issues
  - v. Spring Clean up
  - vi. Fall Clean up
- b. General plant health:
  - Report any insect or fungal infestations via weekly report (template provided in contract documents), including pictures
  - ii. Removal of any dead plant material, report via weekly report for replacement plan
  - iii. Watering is not part of base contract but can be an as-needed service
- c. Stormwater Inspections/Reporting:

- Quarterly stormwater facility inspections per St. Louis Metropolitan Sewer District (MSD) check list, provided in contract documents
- ii. Annual Stormwater facility report sent before March of each year per MSD requirements

## d. Pruning/Cutting back:

- i. Annual cut back of perennials in the spring following frost risk.
- ii. Annual pruning of trees and large shrubs
  - 1. Trees to be pruned by March 1
  - 2. Shrubs to be pruned during best time for optimal blooming, spring or fall. To be coordinated between Supervisor and Contractor during contract period.
- iii. Corridor clearance as necessary, most pruning is to be done during plant dormancy, corridor to be maintained to 8' clearance above and at least 3' on either side.
- e. Curb lines and park edges are to be maintained clean and free of debris or litter

#### f. Graffiti

 Small graffiti that can be handled quickly (ie: covered with paint or wiped off sign/surface) shall be addressed during visits.
 Larger graffiti (items that will take longer than 30 minutes to address, will be viewed as "As Needed" service and scheduled through the Supervisor.

#### 3. Surfaces:

- a. All surfaces are to remain clean and free of debris
  - i. Pavers, trail surface, playground surfaces, sidewalks, curb lines, etc. are to be clean during maintenance visits.
  - ii. Removal of paint, gum or other tough stains shall be viewed as "As Needed" services and scheduled through the Supervisor

## 4. Mowing:

- a. Regular Mowing: Weekly, March through November
  - i. Loose litter to be picked up before mowing
  - ii. Turf to be maintained at 3-4"
  - iii. Mower blades are to be sharp and clean to start each site
  - iv. Mower blades are to be cleaned between each site to prevent cross contamination
  - v. Curb lines are to be blown clean after mowing
  - vi. Any edging or string trimming necessary to maintain clean tree rings, curb lines, turf edges shall be accomplished on a regular basis as needed

- b. Non-Regular Mowing: quarterly
  - i. Litter to be picked up before mowing
  - ii. Mower blades are to be sharp and clean to start each site
  - iii. Mower blades are to be cleaned between each site to prevent cross contamination
  - iv. Curb lines are to be blown clean after mowing
  - v. Any edging or string trimming necessary to maintain clean tree rings, curb lines, turf edges shall be accomplished on a regular basis as needed
- c. Aeration- Core aeration, pull plugs and promote soil structure and lessen compaction in turf areas.
- d. Overseeding- Seeding once a month (Kiener Plaza and Katherine Ward Burg Garden) to promote healthy, thick turf

#### 5. MULCH:

- a. Mulch to be applied at a depth of 2-4" in the spring following cut back, or otherwise coordinated with written approval from Operations Supervisor.
- b. Mulch to be applied to beds, tree rings and
- c. Mulch type may vary by site to be approved by Supervisor or Manager prior to application.

#### 6. WATERING:

a. Site specific.

#### 7. Graffiti:

a. Site specific, some will be viewed as "As Needed" service, others cycle in during maintenance visit.

## 8. SMALL CONSTRUCTION:

#### 9. REPORTING:

- a. To include tasks accomplished on a weekly basis
- b. Number of staff on site and how long spent on each activity

## Site Specific Tasks and Contractor Responsibilities

#### **OPERATIONS AND PARK MAINTENANCE**

District reserves the right to select multiple contractors. Preference to select one.

**Kiener Plaza -** 601 Market Street, St. Louis, MO 63101

Annual/Perennial Cut Back: 2 annual visits, Spring and Fall

Trash and Debris Removal: Daily, 260 annual visits (Weekdays only November-

March)

Peak Trash and Debris Removal: Daily, 104 annual visits (Weekends April – October)

Splash Pad Maintenance: Weekly, 25 annual visits (April-September)

Landscape Maintenance: Weekly, 52 annual visits

Surfaces: Weekly, 52 annual visits (Decomposed Granite,

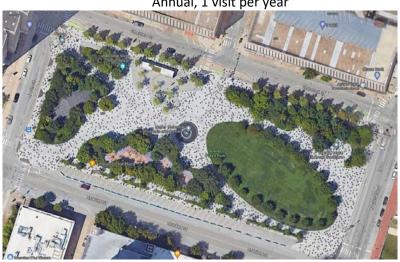
Playground rubber Surface, Pavers)

Mowing: Weekly during growing season to maintain a height of

3.5-4 inches, 39 annual visits

Aeration/Seeding/Fertilizing: Monthly, 9 annual visits (March-November)

Mulching: Annual, 1 visit per year



## LKS-Lenore K. Sullivan Blvd.

Trash and Debris Removal: Daily, 260 annual visits (Weekdays only November-

March)

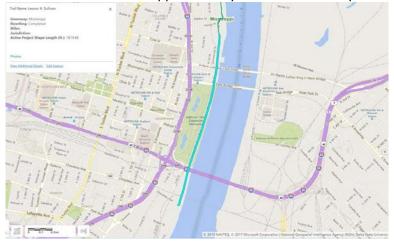
Peak Trash and Debris Removal: Daily, 104 annual visits (add Weekends April – October)

Landscape Maintenance: Weekly, 52 annual visits

Surfaces: Daily, 260 annual visits (greenway surface and cobbles)

Mulching: Annual, 1 visit per year

Anticipated As Needed Service: Approximately 26 annual visits expected.



# **Walnut and Pine Street Bridges**

Trash and Debris Removal: Weekly, 52 annual visits

Surfaces: Weekly, 52 annual visits (cleaning walking surface)

Anticipated As Needed Service: Approximately 6 annual visits to address graffiti

Walnut Bridge:



Pine Bridge:



## **Washington and Memorial Planters**

Annual/Perennial Cut Back: Annual, Spring

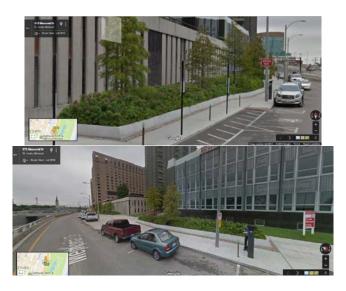
Trash and Debris Removal: Weekly, 52 annual visits

Landscape Maintenance: Weekly, 39 annual visits (March – November)
Watering: Weekly, 39 annual visits (March – November)

Washington Planter:



## Memorial Planter:



## **Light Lanterns**

Trash and Debris Removal: 2 annual visits

Vegetation Removal: 2 annual visits

Anticipated As Needed Services: 2 annual visits power washing of panels and graffiti

removal



## Katherine Ward Burg Garden

Annual/Perennial cut back: 1 annual visit, Spring

Trash and debris removal: Daily, 260 annual visits (Weekdays only November-

March)

Peak Trash and Debris Removal: Daily, 104 annual visits (Weekends April – October)

Landscape Maintenance: Weekly, 52 annual visits
Surfaces: Weekly, 52 annual visits

Mowing: Weekly during growing season to maintain a height of

3.5-4 inches, 39 annual visits

Aeration/seeding/fertilizing: 2 annual visits (April & October)

Mulching: Annual, 1 visit per year





## The Garage Lot Park

Annual/Perennial cut back: 1 annual visit, Spring
Trash and debris removal: Weekly, 52 annual visits

Landscape Maintenance: Monthly, 9 annual visits (March-November)

Mowing: Weekly during growing season to maintain a height of

3.5-4 inches, 39 annual visits

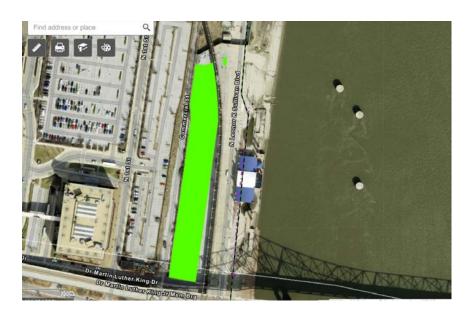
Mutt Mitt: Monthly refill



## **Cherrick Lot**

Trash and debris removal: Monthly, 12 annual visits

Vegetation removal: 12 annual visits (March- November)



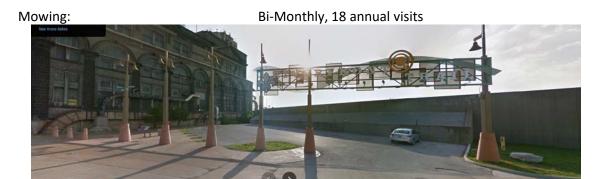
## Mississippi Greenway: Riverfront Trail (Biddle Street to Old Chain of Rocks Bridge)

Trash and debris removal: Weekly, 52 annual visits Landscape Maintenance: Weekly, 52 annual visits

Anticipated As Needed Service: Monthly, 12 annual graffiti visits



<u>Site 1: Biddle Street trailhead</u> – 1200 Commercial Street St. Louis, MO 63102



<u>Site 2: Branch Street Trail head</u> – 1 Branch Street St. Louis, MO 63147 Mowing: Bi-Monthly, 18 annual visits



Site 3: McKinley Bridge Bikeway

Landscape Maintenance: Monthly, 9 annual visits (March-November)

Mowing: Bi-Monthly, 18 annual visits



Site 3a: McKinley Bridge structure

Vegetation removal: Annual, 4 annual visits



<u>Site 4: Mary Meachum Freedom Crossing.</u> – 28 E. Grand Ave St. Louis, MO 63147

Landscape Maintenance: Weekly, 52 annual visits

Mowing: Bi-Monthly, 18 annual visits (area to be mowed

highlighted)

Mulching: Annual, 1 visit per year



<u>Site 5: East Prairie Avenue Trailhead.</u> – 105 E Prairie Ave St. Louis, MO 63147 Vegetation removal: 2 annual visits



Site 6: Rest Stop south of Humboldt Ave.

Mowing: Bi-Monthly, 18 annual visits (March-November)



<u>Site 7: North Riverfront Park. North and South lot.</u> North – 10550 Riverview Drive St. Louis, MO 63137

South- 9400 Riverview Drive St. Louis, MO 63137

Trash and debris removal: Weekly, 52 annual visits
South Lot: North Lot:





<u>Site 8: Old Chain of Rocks Bridge: Missouri to the Illinois Side</u> to Re-Open Spring 2024 10820 Riverview Dr St. Louis, MO 63137

Landscape Maintenance: Monthly, 9 annual visits (March-November)

Mowing: Bi-Monthly, 18 annual visits (March-November)

Anticipated As Needed Service: Graffiti, 6 annual visits



<u>Mississippi Greenway: Chain of Rocks Park (to open in 2024) -</u> 10820 Riverview Dr St. Louis, MO 63137

Annual/Perennial cut back: Annual, Spring

Landscape Maintenance: Weekly, 52 annual visits

Trash and debris removal: Daily, 260 annual visits (Weekdays only November-

March)

Peak Trash and Debris Removal: Daily, 104 annual visits (Weekends April – October)

Mowing: Bi-Monthly, 18 annual visits (March-November)

Mowing:

Weekly during growing season to maintain a height of 3.5-4 inches, 39 annual visits



# <u>Trestle</u>





## Gravois Greenway: Mysun to Avenue I- Highlighted area in map

Annual/Perennial cut back: Annual, Spring (blue and yellow highlight)
Landscape Maintenance: Weekly, 52 annual visits (yellow highlight)

Surfaces: Weekly, 52 annual visits



## Gravois Greenway: Avenue I to Hoffmeister- Highlighted area in map

Annual/Perennial cut back: Annual, Spring (seeded landscape and formal)

Landscape Maintenance: Weekly, 52 annual visits
Surfaces: Weekly, 52 annual visits
Anticipated As Needed Service: Mulching, 1 annual visit

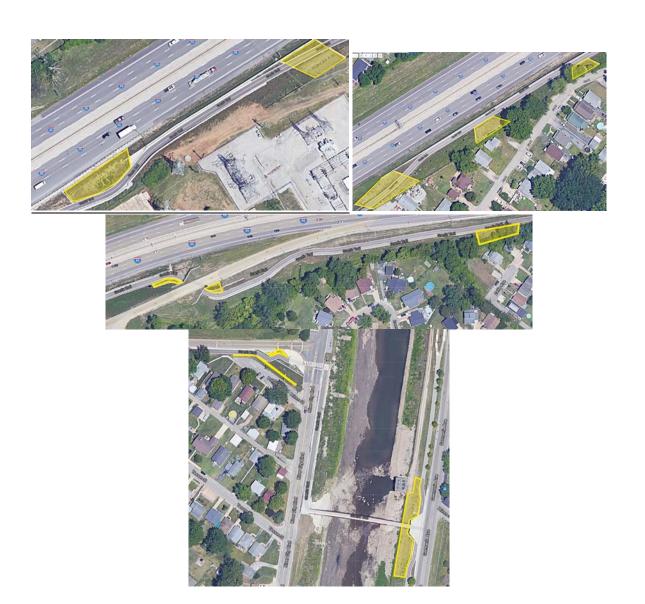


# Gravois Greenway: Avenue I to Germania- Highlighted area in map

Annual/Perennial cut back: Annual, Spring (seeded landscape and formal)

Landscape Maintenance: Weekly, 52 annual visits
Surfaces: Weekly, 52 annual visits
Anticipated As Needed Service: Mulching, 1 annual visit





## River des Peres: Carondelet Connector

Annual/Perennial Cut Back: Annual, Spring

Trash and debris removal: Weekly, 52 annual visits (during maintenance)

Vegetation removal: Quarterly, 4 annual visits (red)

Landscape Maintenance: Weekly, 52 annual visits

Surfaces: Weekly, 52 annual visits (during maintenance)

Mowing: Weekly, 39 annual visits (April – October)

Mutt Mitt: Monthly refill

Anticipated As Needed Service: Mulching, 1 annual visit and Graffiti 6 annual visits





River des Peres: Rain Gardens

Annual/Perennial cut back: Annual, Spring

Landscape Maintenance: Monthly, 9 annual visits (March-November)



River des Peres: Ellendale Ave.

Landscape Maintenance: Quarterly Visits



St. Vincent: Forest Park Expressway to Skinker

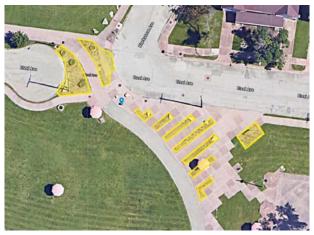
Annual/Perennial cut back: Annual, Spring

Trash and debris removal: Weekly, 52 annual visits
Landscape Maintenance: Weekly, 52 annual visits
Surfaces: Weekly, 52 annual visits
Mulching: Annual, 1 visit per year









St. Vincent: Trojan Park and Parking Lot – 6154 Etzel Ave. St. Louis, MO 63133

Annual/Perennial cut back: Annual, 2 annual visits, Spring and Summer

Trash and debris removal: Weekly, 52 annual visits (during maintenance)

Landscape Maintenance: Weekly, 52 annual visits

Surfaces: Weekly, 52 annual visits (during maintenance)

Aeration/seeding/fertilizing: Annual, 2 annual visits, Spring and Fall

Storm water Facilities: Quarterly inspections and annual reporting to MSD

Mulching: Annual, 1 visit per year

Mutt Mitt: Monthly refill







<u>St. Vincent: Etzel to Robert C. Powell and Plymouth Park –</u> 1271 Stephen Jones Ave. St. Louis, MO 63133

Annual/Perennial cut back: Annual, 2 annual visits, Spring and Summer

Trash and debris removal: Weekly, 52 annual visits (during maintenance)

Landscape Maintenance: Weekly, 52 annual visits

Surfaces: Weekly, 52 annual visits (during maintenance)

Mulching: Annual, 1 visit per year





<u>St. Vincent Greenway: St. Vincent County Park Entrance</u> – 7335 St. Charles Rock Rd. St. Louis, MO 63121

Landscape Maintenance: Weekly, 52 annual visits

Watering: Weekly, 39 annual visits (March – November)

Mulching: Annual, 1 visit per year

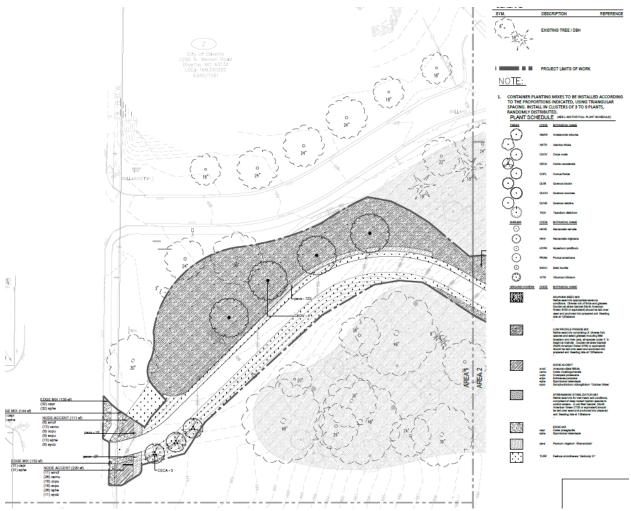


# **Centennial: Warson Park**

Annual/Perennial cut back: Annual, 2 annual visits, Spring and Summer

Landscape Maintenance: Weekly, 52 annual visits

Mulching: Annual, 1 visit per year



**Busch: Howell Rain Garden** 



#### **CONSERVATION STEWARDSHIP IN NATIVE AREAS**

District reserves the right to select multiple contractors. Preference to select one.

#### **Conservation Tasks and Definitions**

CHEMICAL TREATMENT - Spot or broadcast spraying with appropriate herbicide in accordance with label and timing to control annual weeds and perennial invasive plant species.

SPOT MOWING – String trimming or mowing to performed at specific timing to control annual weeds and perennial invasive plant species. Spot mowing should be conducted before seeds mature on target species.

MECHANICAL BRUSH CLEARING AND CONTROL – Woody invasive species removal with forestry cutter. Debris should be ground on site. All stumps should be treated with appropriate herbicide.

HAND BRUSH CLEARING AND CONTROL – Woody invasive species removal in forested areas with chainsaws or brush cutters. All stumps should be treated with appropriate herbicide.

HIGH MOWING – Mowing of native grasslands to control annual weeds and perennial invasive plant species. Vegetation should be cut back to 6"-8". Mower blades are to be sharp and clean to start each site. Mower blades are to be cleaned between each site to prevent cross contamination. To be conducted in February or early March. High mowing may be needed during growing season in the establishment phase.

PRESCRIBED BURNING —Prescribed burning operations shall be conducted by qualified individuals with appropriate safety equipment and controls in place. GRG will work with the contractor to determine appropriate timing for prescribed burning operations across specific project sites. The contractor will develop the burn plan and coordinate burn activities with local authorities and GRG.

NATIVE SEEDING – Native seeding will be conducted with a seed drill (set up for native seeding) or broadcasted with an appropriate seed spreader. Seed mixes will be provided by GRG. GRG will work with CONTRACTOR to determine appropriate timing for native seeding across specific project sites.

## Mississippi Greenway: Old Chain of Rocks Bridge Park

Native Prairie Reconstruction, Woodland, and Wetland

Anticipated ten (10) annual stewardship visits which include the following:

- CHEMICAL TREATMENT (6) Spot spraying with appropriate herbicide as needed to control invasive plant species and undesirable plants in native prairie reconstruction and forested area.
- HAND BRUSH CLEARING AND CONTROL (1) Woody invasive species removal in forested areas with chainsaws or brush cutters. All stumps should be treated with appropriate herbicide.

- 3. SPOT MOWING (1) Spot mowing in native grassland reconstruction area as needed to control annual weeds and perennial invasive species.
- 4. HIGH MOWING (1) Winter annual cut down of native prairie reconstruction during the dormant season (February/March).
  - PRESCIBED BURNING Optional prescribed burn alternate to winter cut down to be coordinated with GRG.
- 5. NATIVE SEEDING (1) Seeding of native grassland reconstruction area as needed in coordination with GRG. Seed to be provided.

## Dardenne Greenway: Bluebird Meadow – 1668 Henning Road, Dardenne Prairie, MO 63368

Approximately 34 total acres of native prairie reconstruction. Anticipated ten (10) annual stewardship visits which include the following:

- CHEMICAL TREATMENT (6) Spot spraying with appropriate herbicide as needed to control invasive plant species and undesirable plants in native grassland reconstruction.
- 2. SPOT MOWING (2) Spot mowing in native prairie reconstruction area as needed to control annual weeds and perennial invasive species.
- 3. HIGH MOWING (1) Winter annual cut down of native prairie reconstruction during the dormant season (February/March).
  - PRESCIBED BURNING Optional prescribed burn alternate to winter cut down to be coordinated with GRG.
- 4. NATIVE SEEDING (1) Seeding of native grassland reconstruction area as needed in coordination with GRG. Seed to be provided.

Dardenne Greenway: Bluebird Meadow



<u>Gravois Greenway: Hoffmeister Properties-</u> 4290, 4350 and 4360 Hoffmeister Ave. St. Louis, MO 63112

Approximately 13.5 total acres of woodland restoration (7.5 acres) and native prairie reconstruction (6 acres). Anticipated ten (10) annual stewardship visits which include the following:

- CHEMICAL TREATMENT (6) Spot spraying with appropriate herbicide as needed to control invasive plant species and undesirable plants in native prairie reconstruction and forested area.
- 2. SPOT MOWING (2) Spot mowing in native grassland reconstruction area as needed to control annual weeds and perennial invasive species.
- 3. HIGH MOWING (1) Winter annual cut down of native prairie reconstruction during the dormant season (February/March).
  - PRESCIBED BURNING Optional prescribed burn alternate to winter cut down to be coordinated with GRG.
- 4. NATIVE SEEDING (1) Seeding of native prairie reconstruction area as needed in coordination with GRG. Seed to be provided.

Gravois Greenway: Hoffmeister Properties



<u>Western Greenway: Brown Property –</u> 320 Grand Ave., 1101 Hamilton Ave., 410 Grand Ave., 510 Washington Ave., 610 Washington Ave., and 630 Washington Ave. Wildwood, MO 63038

Approximately 21 acres of woodland restoration. Anticipated six (6) annual stewardship visits which include the following:

- 1. CHEMICAL TREATMENT (4) Spot spraying with appropriate herbicide as needed to control invasive plant species and undesirable plants.
- 2. MECHANICAL BRUSH CLEARING AND CONTROL (1) Woody invasive species removal with forestry cutter. All stumps should be treated with appropriate herbicide.

3. HAND BRUSH CLEARING AND CONTROL (1) – Woody invasive species removal with chainsaws or brush cutters. All stumps should be treated with appropriate herbicide.

Western Greenway: Brown Property



## Meramec Greenway: Rock Alva Property - Rock Alva Road, Sunset Hills, MO

Approximately 19 total acres of woodland restoration (18 acres) and native prairie reconstruction (1 acre). Anticipated six (6) annual stewardship visits which will include the following:

- 1. CHEMICAL TREATMENT (4) Spot spraying with appropriate herbicide as needed to control invasive plant species and undesirable plants in native prairie reconstruction and forested area.
- 2. HIGH MOWING (1) Winter annual cut down of native prairie reconstruction during the dormant season (February/March).
  - PRESCIBED BURNING Optional prescribed burn alternate to winter cut down to be coordinated with GRG.
- 3. NATIVE SEEDING (1) Seeding of native prairie reconstruction area as needed in coordination with GRG. Seed to be provided.

Meramec Greenway: Rock Alva Property



## Meramec Greenway: Unger County Park - 217 2<sup>nd</sup> Street, Fenton MO 63026

St. Louis County has primary responsibility of Unger County Park, which is located at (See Figure XX). Approximately 17 acres of woodland restoration. Anticipated six (6) annual stewardship visits which will include the following:

- 1. CHEMICAL TREATMENT (4) Spot spraying with appropriate herbicide as needed to control invasive plant species and undesirable plants.
- 2. MECHANICAL BRUSH CLEARING AND CONTROL (1) Woody invasive species removal with forestry cutter. All stumps should be treated with appropriate herbicide.
- 3. HAND BRUSH CLEARING AND CONTROL (1) Woody invasive species removal with chainsaws or brush cutters. All stumps should be treated with appropriate herbicide.

Meramec Greenway: Unger County Park



St. Vincent Greenway: St. Vincent County Park - 7335 St. Charles Rock Road, St. Louis MO 63133

Approximately 27 acres of woodland restoration. Anticipated six (6) annual stewardship visits which will include the following:

- 1. CHEMICAL TREATMENT (4) Spot spraying with appropriate herbicide as needed to control invasive plant species and undesirable plants.
- 2. MECHANICAL BRUSH CLEARING AND CONTROL (1) Woody invasive species removal with forestry cutter. All stumps should be treated with appropriate herbicide.
- 3. HAND BRUSH CLEARING AND CONTROL (1) Woody invasive species removal with chainsaws or brush cutters. All stumps should be treated with appropriate herbicide.

St. Vincent Greenway: St. Vincent County Park



#### Deer Creek Greenway: Deer Creek Park - 3200 N Laclede Station Rd, Maplewood MO 63143

The City of Maplewood has primary responsibility of Deer Creek Park. Approximately 400 linear feet of streambank stabilization and native plantings. Anticipated four (4) stewardship visits during the 2023 growing season April – October which include the following:

- 1. CHEMICAL TREATMENT- Spot spraying with appropriate herbicide along streambank to control invasive plant species.
- WATERING Watering 53, 15 gal trees and shrubs. Trees will be watered based on soil
  moisture level. Trees will receive approximately 10 gallons of water for each inch of
  trunk diameter.

Deer Creek Greenway: Deer Creek Park



# Site Specific Expected Annual Visit Breakdown

	Landscape Maintenance	Trash	Mowing	Mulching	Water	Conservation Visit
Katherine Ward Burg	52	365	39	1	0	
Garage Lot park	9	52	39	0	0	
Cherrick Parking Lot	26	0	0	1	0	
Mississippi: Riverfront Trail	52	52	45	1	0	
Old Chain of Rocks Park	52	365	57	1	0	
Trestle Bridge	4	4	0	0	0	
River Des Peres: Carondelet Connector	52	52	39	1	0	
River des Peres: Raingarden	9	0	0	0	0	
River des Peres: Ellendale Ave	4	0	0	0	0	
St. Vincent: Forest Park Pkwy to Skinker	52	52	0	1	0	
St. Vincent: Trojan Park and Parking Lot	52	52	0	2	0	
St. Vincent: Etzel to Robert L Powell	52	52	0	1	0	
St. Vincent: County Park	52	0	0	1	39	
Centennial: Warson Park	52	0	0	1	0	
Busch: Raingarden quarterly	4	0	0	1	0	
Gravois: Avenue I to Germania	52	0	0	1	0	
Gravois: Avenue I to Hoffmeister	52	0	0	1		
Gravois: Mysun to Avenue I	52	0	1	1		
Mississippi: Leonor K. Sullivan Blvd.	52	365	0	1	0	
Walnut and Pine Street Pedestrian Canopies	29	52	0	0	0	
Memorial Ave. and Washington Ave. Planters	26	52	0	0	39	
Light Lanterns	39	2	0	0	0	
Kiener Plaza	52	365	39	2	0	
Old Chain of Rocks Bridge Park						10
Bluebird Meadow						10
Hoffmeister Properties						10
Brown Property						6
Rock Alva Property						6
Unger County Park						6
St. Vincent County Park						6
Deer Creek Park						4
TOTAL anticipated visits	878	1882	259	18	78	58

# Anticipated As Needed Services

Typical As Needed Service Requests			
OPERATIONS	CONSERVATION		
As-Needed Tasks	As-Needed Tasks		
Trash Removal	Brush Hogging		
Large debris removal	Chemical Treatment		
Graffiti Removal/Covering	Brush Clearing-hand		
Watering	Brush Clearing-mechanized		
Storm Clean Up	Site Grading		
Corridor Clearing	Tree removal		
Landscape bed maintenance (weeding, planting, mulching)	Native Seeding		
Carpentry	Prescribed Burning		
Small Construction (sign			
installation, Fence repair,			
concrete work, etc.)			

# Site Specific Bid Sheet

Anticipated Annual Cost Per Site	2024
Katherine Ward Burg	\$
Garage Lot park	\$
Cherrick Parking Lot - 119 N. Leonor K. Sullivan Blvd., 63102	\$
Mississippi: Riverfront Trail (Biddle St. to OCRB)	\$
Old Chain of Rocks Park	\$
Trestle Bridge	\$
River Des Peres: Carondelet Connector	\$
River des Peres: Raingarden Stewardship	\$
River des Peres: Ellendale Ave.	\$
St. Vincent: Forest Park Parkway north to Skinker	\$
St. Vincent: Trojan Park and Parking Lot	\$
St. Vincent: Etzel to Robert L Powell and Plymouth Park	\$
St. Vincent County Park	\$
Centennial: Warson Park	\$
Busch: Raingarden quarterly	\$
Gravois: Avenue I to Germania	\$
Gravois: Avenue I to Hoffmeister	\$
Gravois: Mysun to Avenue I	\$
Mississippi: Leonor K. Sullivan Blvd.	\$
Walnut Street and Pine Street Pedestrian Canopies	\$
Memorial Ave. and Washington Ave. Planters	\$
Light Lanterns	\$
Kiener Plaza	\$
CONSERVATION	
Old Chain of Rocks Bridge Park	\$
Bluebird Meadow	\$
Hoffmeister Properties	\$
Brown Property	\$
Rock Alva Property	\$
Unger County Park	\$
St. Vincent County Park	\$
Deer Creek Park	\$
TOTAL SCOPE OF WORK	\$
As Needed Service Hourly Rates	
Hand Crew (per person)	\$
Equipment Operator with Equipment	\$
Hourly Rate RX Burning	\$
Operations As Needed Hourly	\$

#### INSTRUCTIONS FOR PREPARING PROPOSALS

#### **General Provisions**

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

Prospective bidders shall assure the District that they will comply with The Americans with Disabilities Act of 1990 and Revised ADA Regulations Implementing Title II and Title III, which 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.) and 2010 ADA standards for Accessible Design.

The District reserves the right to (i) award multiple contracts for the scopes of work described in this RFB, (ii) enter into subsequent amendments or contracts for the scopes of work described in this RFB including but not limited to contracts or amendments for additional periods of service connected to the performance of such scopes of work, and (iii) award one contract to a single bidder for all services described in this RFB.

#### Minority and Women Business Enterprise Policies

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

Minority and Women Business Enterprise goals of 25/5% have been established by the District; i.e. 25% of the total contract amount to be awarded to Disadvantaged Business Enterprises (DBE) and 5% of the total contact amount to be awarded to Women Business Enterprises (WBE). It is the prospective CONTRACTOR'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 DBE and WBE firms. The District reserves the right to negotiate contract participation with qualified respondents.

Proposed DBE/WBE firms either as prime contractor or sub-contractors must be certified by one or more of the following agencies on or before the date of the submission of qualifications:

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

#### Work Authorization

Any contracts awarded pursuant to this RFB shall require bidders to execute and deliver to the District an affidavit confirming the bidder's enrollment in the E-Verify federal work authorization program pursuant to Sections 285.525 and 285.530 RSMo and a copy of the bidder's E-Verify MOU. Bidders 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 bidder does

not have any employees (though an affidavit attesting that the bidder has no employees will still be required).

#### **Insurance Requirements**

Firm shall maintain comprehensive general liability insurance, automobile liability insurance, and property liability insurance and worker's compensation as outlined in the draft contract attached in <a href="Exhibit A">Exhibit A</a>. The District shall be named as an additional insured on the firm's comprehensive general liability insurance, automobile liability insurance, and property liability insurance policies. Bidders should address any material variances from the insurance requirements contained in Exhibit A in their proposal to the District.

#### Submission of Proposal

Bid due date is October 13, 2023 at 2:00 P.M. prevailing central time. No late submittals will be accepted.

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

Bids to be addressed to:

Susan Jankowski, Operations Manager Great Rivers Greenway 3745 Foundry Way suite 253 St. Louis, MO 63110

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

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

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

Bid results will be posted on the District website following bid opening. Bidders will be notified by email once a contractor is selected for the project.

- 1. One page letter of interest that includes a synopsis of qualifications of the firm, the primary contact, anticipated project manager, and the project principal stating their professional credentials. Please clearly state the individual representing the contractual authority of the firm on the proposal.
- 2. Profile of firm including number of employees, location, and relevant experience working on similar projects within the last five (5) years. Provide a brief description of the firm participating in this proposal and its ownership structure. Indicate percentage ownership by women and minorities if applicable.
- 3. Describe the firm's experience in park management projects with federal, state and local governments, public/private partnerships; multiple, complex projects.
- 4. Describes firm's ability to provide additional resources outside of the scope listed; include any costs associated with these additional resources.
- 5. Resumes of no more than four (4) key staff members identified by the firm as having a major role in this project and their qualifications. Resumes may not be longer than two pages, double sided per person.
- 6. Provide fees for services; estimated reimbursable expenses; and a fee schedule with hourly rates for all job titles anticipated with this project. Include any increases from year to year.
- 7. Project descriptions for three (3) recent projects, performed by the firm within the last five (5) years. Provide the name of the client (include contact information), description of services provided, key personnel involved, year the project was completed. It is acceptable if the projects were for the District.
- 8. Acknowledgment of intent to make a good faith effort to achieve compliance with the District Minority and Women Business Enterprise Policies.
- 9. Disclose any material agreements, relationships, or employment your firm or team members has with Great Rivers Greenway, government agency or other person or entity that is involved with this project that may create a conflict of interest or the appearance thereof.
- 10. Include (as an appendix) copies of your firm's most recent Equal Opportunity form (EEO-1) and Affirmative Action policies, if applicable.

Submittals should be limited to 25 pages, including text, graphics and cover letter. Use a minimum 10-pt. font. Cover sheet, title page, and dividers are not included within the page limitation.

#### **SELECTION PROCESS AND CRITERIA**

#### **Important Considerations**

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

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

The District intends to utilize the contract in substantially the form attached hereto and incorporated as <u>Exhibit A</u>. Bidders should address any material variances from the contract form's terms in their proposals, including but not limited to any proposed variances to the insurance and indemnification provisions therein.

Any contracts awarded pursuant to this Request for Bids will require the contracting company to execute and deliver to the District an affidavit certifying that the company 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 of the compensation to be awarded under the contract is less than \$100,000 or if the company has less than 10 employees (though an affidavit attesting that the company 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.

#### Responses Due

#### INSTRUCTIONS FOR SUBMITTING A BID

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

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

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

Questions regarding this bid are to be sent via email no later than September, 22, 2023 at 5:00 p.m. prevailing central time to Susan Jankowski, sjankowski@grgstl.org

Responses shall be issued no later than September, 29, 2023 to all known plan holders who provided information when downloading the bid packet from the District website.

Bid Submittal

Bid due date is October 13, 2023 at 2:00 P.M. prevailing central time. No late submittals will be accepted.

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

Bids to be addressed to:

Susan Jankowski, Operations Manager Great Rivers Greenway 3745 Foundry Way suite 253 St. Louis, MO 63110

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

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

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

Bid results will be posted on the District website following bid opening. Bidders will be notified by email once a contractor is selected for the project.

# EXHIBIT A FORM OF CONTRACT

AGREEMENT WITH (	
(Park Operations, Maintena	ance and Conservation

THIS AGREEMENT is made and entered into the day of	_, 20by and
between the METROPOLITAN PARK AND RECREATION DISTRICT d/b/a THE C	GREAT
RIVERS GREENWAY DISTRICT (hereinafter the "DISTRICT") and	
(hereinafter the "CONTRACTOR").	

- Scope of Work. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 <a href="Exhibit B">Exhibit B</a>, subject to annual appropriation by the DISTRICT's Board of Directors. The Total Fee paid to the CONTRACTOR shall be the actual hours expended multiplied by the hourly rates from <a href="Exhibit B">Exhibit B</a>, plus Reimbursable Expenses as computed from <a href="Exhibit B">Exhibit B</a>. If the payment terms set forth in <a href="Exhibit B">Exhibit B</a> for the SCOPE OF WORK is to be based on a calculation using an hourly rate, said hourly rate shall not be increased during the term of this <a href="AGREEMENT">AGREEMENT</a> unless expressly set forth in <a href="Exhibit B">Exhibit B</a>. In no case shall the Total Fee pursuant to this <a href="AGREEMENT">AGREEMENT</a> exceed <a href="Molecular Schement">dollars</a> (\$ ) without a formal amendment to this <a href="AGREEMENT">AGREEMENT</a>.

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 CONTRACTOR shall maintain all records supporting the invoicing and the records shall be open for inspection.

Payment to the **CONTRACTOR** shall be made based upon itemized monthly invoices submitted by the **CONTRACTOR**, under an accompanying standard GRG Contractor 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. <u>Contractor's Period of Service.</u> The CONTRACTOR'S services shall be performed expeditiously and consistent with the CONTRACTOR'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 CONTRACTOR'S performance under this AGREEMENT on a temporary basis and for any period of time upon providing notice to the CONTRACTOR of such delay or suspension and the reason therefor.
- 5. **Deliverables.** The deliverables to be produced by the **CONTRACTOR** are set forth and described in the **SCOPE OF WORK**.
- 6. Ownership of Deliverables. All plans, drawings, schedules, specifications and other documents, including those prepared in electronic form, shall be and become the property of the DISTRICT, and may thereafter be utilized by the CONTRACTOR 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 CONTRACTOR will be at the DISTRICT'S risk and without liability of the CONTRACTOR.

  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 **CONTRACTOR** or any subconsultants.

- 7. <u>Meetings.</u> The **CONTRACTOR** shall consult with the **DISTRICT** at regularly scheduled design review meetings, the time and place of such meetings to be mutually agreed upon by **CONTRACTOR** and **DISTRICT**.
- 8. Right to Withhold Payment: In the event the DISTRICT becomes aware that any cost, charge, or representation of the CONTRACTOR 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 CONTRACTOR of the disputed amount as soon as reasonably practicable. DISTRICT and CONTRACTOR will cooperate to expeditiously effect a resolution of the disputed amount and CONTRACTOR shall issue a revised invoice to the DISTRICT as necessary. Invoiced amounts not questioned by the DISTRICT shall be paid to CONTRACTOR in accordance with payment procedures of this AGREEMENT.
- 9. <u>Amendment:</u> This **AGREEMENT** may be amended only by written instrument signed by both the **DISTRICT** and the **CONTRACTOR**. This **AGREEMENT** may be amended to provide for additions, deletions and revisions to the **SCOPE OF WORK** or **CONTRACTOR**'S period of service or to modify the terms and conditions thereof.
- as the **DISTRICT'S** Representative to act in the **DISTRICT'S** behalf with respect to the Project.

  The **DISTRICT** or the **DISTRICT'S** Representative shall render decisions promptly to avoid unreasonable delay in the progress of the **CONTRACTOR'S** services.
- 11. CONTRACTOR'S Representative. The CONTRACTOR shall assign only qualified personnel to perform any service concerning the Project. CONTRACTOR hereby designates \_\_\_\_\_\_ as CONTRACTOR'S Representative to act on the CONTRACTOR'S behalf with respect to the Project. CONTRACTOR'S Representative shall be the primary point of contact with the DISTRICT's Representative. If not the herein designated CONTRACTOR'S Representative, the CONTRACTOR shall also designate, in writing to the DISTRICT, the person

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

- 12. Services Outside of Scope of Work: DISTRICT shall not be responsible for paying CONTRACTOR 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.
- 13. 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 CONTRACTOR 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 CONTRACTOR'S subcontracts. Any subconsultant performing services pursuant to this AGREEMENT shall maintain throughout the duration of the AGREEMENT, insurance as provided in Section 18 herein, and shall additionally maintain Professional Liability Errors and Omissions insurance in a minimum policy amount equivalent to that of the CONTRACTOR under this AGREEMENT and provide the DISTRICT with certification thereof.
- 14. Standard of Care/Relationship of Parties. No agency or employment agreement is created by this AGREEMENT. CONTRACTOR shall be an independent contractor for purposes of this AGREEMENT. Except as specifically authorized in writing, CONTRACTOR is not authorized to bind the DISTRICT to any contractual obligations. CONTRACTOR 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 CONTRACTOR 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.

- 15. **Confidentiality.** During the course of performing under this **AGREEMENT**, the **CONTRACTOR** may become privy to information identified by the **DISTRICT** as confidential, or which, is otherwise considered by its nature to be confidential. The **CONTRACTOR** represents and warrants that it will take all steps necessary to protect such confidential information consistent with its duties hereunder.
- 16. <u>Publicity.</u> Unless directed otherwise by the **DISTRICT**, the **CONTRACTOR** 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."
- The **CONTRACTOR** 17. Compliance with ADA and Other Applicable Law. 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 CONTRACTOR 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 **CONTRACTOR** must be approved in writing by the **DISTRICT** or its authorized representative before construction or installation by the CONTRACTOR. The CONTRACTOR'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.

18. <u>Insurance.</u> The **CONTRACTOR** 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 **CONTRACTOR**'s insurance will be primary to any insurance the **DISTRICT** may have and the **DISTRICT**'s insurance shall be non-contributory.

<u>Commercial General Liability:</u> **CONTRACTOR** 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: CONTRACTOR 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 **CONTRACTOR** pursuant to this **AGREEMENT**.

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

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

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

Bodily Injury by Accident \$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.

<u>Industry Ratings:</u> 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
- 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 CONTRACTOR'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 **CONTRACTOR'S** insurance carrier or its authorized

representative. Copies of additional insured endorsements shall accompany the insurance certificates.

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

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

The **CONTRACTOR** 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.

19. <u>Indemnity/Hold Harmless.</u> CONTRACTOR 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 Subconsultant or Subsubconsultant, their employees or agents or any of them.

CONTRACTOR shall defend DISTRICT, its elected and appointed officials, officers, representatives, agents and all employees, from and against any and all Claims (excluding only Claims arising out of CONTRACTOR'S professional negligence, errors and omissions) arising in whole or in part as a direct result of CONTRACTOR'S operation under this AGREEMENT.

In addition to the foregoing, **CONTRACTOR** shall require that any representative, agent, CONTRACTOR, or subconsultant with which it enters into any agreements or contracts to perform any work related to this **AGREEMENT** agree to hold harmless **CONTRACTOR** and

**DISTRICT** for all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from the performance of the **SCOPE OF WORK**.

- 20. <u>Copyright or Patent Infringement/Indemnification</u>. Except in cases in which the **DISTRICT** or any of its consultants or vendors purposely violate copyrights or patents, the **CONTRACTOR** 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 **CONTRACTOR** 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 **CONTRACTOR** 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 **CONTRACTOR** in performing the work.
  - 21. **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 CONTRACTOR, seven (7) days prior the date of termination or,

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 **CONTRACTOR** for all services and Reimbursable Expenses prior to the date of termination; subject, however, to **CONTRACTOR** 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 **CONTRACTOR**, **DISTRICT** shall have all remedies available to it at law or in equity.

22. <u>Notice.</u> 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:

CONTRACTOR

Great Rivers Greenway District	

DISTRICT

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

- 23. <u>Waiver.</u> 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.
- 24. <u>Controlling Law/Venue.</u> 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.
- 25. 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 CONTRACTOR shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by the DISTRICT in connection with such litigation.
- 26. <u>E-Verify Affidavit</u>. Concurrently with execution of this AGREEMENT,

  CONTRACTOR shall execute and deliver to DISTRICT the affidavit attached hereto as <u>Exhibit D</u> confirming CONTRACTOR'S enrollment in a federal work authorization program with respect to its employees, in compliance with Section 285.530 R.S.Mo. CONTRACTOR shall not be required to execute such affidavit if either (i) the compensation to be paid to CONTRACTOR under this AGREEMENT is \$5,000 or less, or (ii) CONTRACTOR does not have any employees. In the event CONTRACTOR is not required to execute the affidavit attached hereto as <u>Exhibit D</u> because it has no employees, CONTRACTOR shall instead execute and deliver to DISTRICT concurrently with execution of this AGREEMENT an affidavit attesting that CONTRACTOR has no employees.
- 27. Anti-Discrimination Against Israel Act. Concurrently with execution of this AGREEMENT, CONTRACTOR shall execute and deliver to DISTRICT the affidavit attached

hereto as Exhibit E confirming that CONTRACTOR is not currently engaged in and shall not, during the duration of this AGREEMENT, engage in a boycott of goods or services from the State of Israel, in compliance with Section 34.600 R.S.Mo. CONTRACTOR shall not be required to execute such affidavit if either (i) the compensation to be paid to CONTRACTOR under this AGREEMENT is less than \$100,000, or (ii) CONTRACTOR has less than ten (10) employees. In the event CONTRACTOR is not required to execute the affidavit attached hereto as Exhibit E because CONTRACTOR has less than ten (10) employees, CONTRACTOR shall instead execute and deliver to DISTRICT concurrently with execution of this AGREEMENT an affidavit attesting that CONTRACTOR has less than ten (10) employees.

- Warranties and Representations of Contractor. CONTRACTOR hereby represents, warrants, and covenants to DISTRICT that: (1) it has the lawful power and authority to enter into this AGREEMENT; (2) acting through its duly authorized officers or representative it has duly authorized the execution of this AGREEMENT, and (3) neither the execution nor the fulfillment of or compliance with the terms hereof, conflicts with or results in a breach of the terms, conditions, or provisions of any restriction, agreement, or instrument to which CONTRACTOR is now a party or by which it is bound.
- 29. **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.
- 30. <u>Integration.</u> This **AGREEMENT** represents the entire integrated agreement between the **DISTRICT** and the **CONTRACTOR**, and supersedes all prior negotiations, representations or agreements, either written or oral.

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

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

DISTRICT	CONTRACTOR
Metropolitan Park and Recreation District d/b/a The Great Rivers Greenway District  By: Susan Trautman Chief Executive Officer	By: Print: Title:
Approved as to Form:	

# **EXHIBIT A**

# Scope of Work

(SEE ABOVE SCOPE)

# **EXHIBIT B**

#### **SERVICE RATES**

Anticipated Annual Cost Per Site	2024	2025	2026
Katherine Ward Burg	\$	\$	\$
Garage Lot park	\$	\$	\$
Cherrick Parking Lot - 119 N. Leonor K. Sullivan Blvd., 63102	\$	\$	\$
Mississippi: Riverfront Trail (Biddle St. to OCRB)	\$	\$	\$
Old Chain of Rocks Park	\$	\$	\$
Trestle Bridge	\$	\$	\$
River Des Peres: Carondelet Connector	\$	\$	\$
River des Peres: Raingarden Stewardship	\$	\$	\$
River des Peres: Ellendale Ave.	\$	\$	\$
St. Vincent: Forest Park Parkway north to Skinker	\$	\$	\$
St. Vincent: Trojan Park and Parking Lot	\$	\$	\$
St. Vincent: Etzel to Robert L Powell and Plymouth Park	\$	\$	\$
St. Vincent County Park	\$	\$	\$
Centennial: Warson Park	\$	\$	\$
Busch: Raingarden quarterly	\$	\$	\$
Gravois: Avenue I to Germania	\$	\$	\$
Gravois: Avenue I to Hoffmeister	\$	\$	\$
Gravois: Mysun to Avenue I	\$	\$	\$
Mississippi: Leonor K. Sullivan Blvd.	\$	\$	\$
Walnut Street and Pine Street Pedestrian Canopies	\$	\$	\$
Memorial Ave. and Washington Ave. Planters	\$	\$	\$
Light Lanterns	\$	\$	\$
Kiener Plaza	\$	\$	\$
CONSERVATION			
Old Chain of Rocks Bridge Park	\$	\$	\$
Bluebird Meadow	\$	\$	\$
Hoffmeister Properties	\$	\$	\$
Brown Property	\$	\$	\$
Rock Alva Property	\$	\$	\$
Unger County Park	\$	\$	\$
St. Vincent County Park	\$	\$	\$
Deer Creek Park	\$	\$	\$
TOTAL SCOPE OF WORK	\$	\$	\$
As Needed Service Hourly Rates			
Hand Crew (per person)	\$	\$	\$
Equipment Operator with Equipment	\$	\$	\$
Hourly Rate RX Burning	\$	\$	\$
Operations As Needed Hourly	\$	\$	\$

<b>EXH</b>	BIT	C
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#### **Subconsultants**

# EXHIBIT D

# 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 No . State of	tary Public, in and for the County/City of - , personally
appeared ( <i>Name</i> )	ho is(Title) of
, W	ho is( <i>Title</i> ) of
	(Name of artnership), (a sole proprietorship), (a limited brized to make this affidavit, and being duly says as follows:
work authorization	y is enrolled in and participates in a federal n program with respect to the employees tion with the contracted services; and
	y does not knowingly employ any person orized alien in connection with the es.
The terms used in this affidavit : 285.500 R.S.Mo., et seq.	shall have the meaning set forth in Section
Documentation of participation attached to this affidavit.	in a federal work authorization program is
Signature	
Name:	
Subscribed and sworn to before	e me thisday of
Notary Public	
My commission expires:	

# **EXHIBIT E**

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

STATE OF	)		
	) ss.		
COUNTY OF	)		
Before me, the undersign	ed Notary Public, i	in and for the	County/City of
(Name), State		, who is	, personally appeared(Title)(Name of company), a limited liability company)
(a corporation), (a partne (the "Contractor"), and i upon oath deposes and s	is authorized to ma	orietorship), (a ake this affida	a limited liability company) vit, and being duly sworn
certifies it is not o agreement, engage companies doing l	currently engaged e in a boycott of g business in or wit he laws of the Sta	in and shall goods or serv h Israel or au	evised Statutes, Contractor not, for the duration of this ices from the State of Israel; Ithorized by, licensed by, or or persons or entities doing
The terms used in this aff R.S.Mo., et seq.	idavit shall have th	e meaning se	t forth in Section 34.600
Signature			
Name:			
Subscribed and sworn to	before me this	day of	
Notary Public			
My commission expires: _			