



REQUEST FOR QUALIFICATIONS FOR Project Controls Consulting Services

SUBMITTAL DUE DATE: Friday, October 18, 2024 by 3:00pm CST

SUBMITTAL LOCATION:

<https://greatriversgreenway.org/work-with-us/bid-opportunities/>
Submit qualifications via .PDF Format Only

QUESTIONS RELATED TO THIS RFQ:

Questions related to this request should be directed to the GRG website (link will be provided) no later than 5:00pm on October 3, 2024. Answers will be posted to the GRG website and emailed to all known recipients of the RFQ by October 8, 2024.

PART A: BACKGROUND

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. Great Rivers Greenway is governed by a 12-member Board of Directors and operated by a 42-member staff within five groups referred to as Build, Promote, Sustain, Administration/Finance, and the Great Rivers Greenway Foundation.

Starting in 2016, GRG initiated a process to develop a Project Controls System (“PCS”) used for planning and delivering GRG’s projects and has continued to improve and expand this system. The PCS consists of internal business processes, a configurable cloud-based project controls software tool known as “InScope”, and personnel development through training and coaching of GRG staff. GRG has been using virtual Project Management Office (PMO) services for the last several years to assist GRG staff with the on-going PCS duties. The PCS is used by staff in the Build and Sustain Departments, and interfaces with processes adopted by the Finance Department.

GRG’s leadership supports a culture of continuous improvement in the delivery of greenway projects and desires to continue its intentional and dedicated efforts toward project management methods, best practices, and standards. Thus, outside assistance through Project Controls Consulting Services is required to focus on such continuous improvements for the future success of the District. This RFQ would be to provide professional services for a period of three (3) years, starting in January 2025 and continuing through December 31, 2027. An annual contract would be reviewed and approved by GRG’s Board of Directors for 2025, 2026 and 2027 services and would be contingent upon annual appropriation through GRG’s Capital Budget.

The purpose of this Request for Qualifications is to select the best qualified individual, firm, or team to provide Project Controls Consulting Services. It is recommended that firms interested in providing these services possess experience and expertise in internal program and project management within government organizations as well as execution of capital projects similar to those completed by GRG.

GOALS OF THE PCS AND THE PROJECT CONTROLS CONSULTING SERVICES

The goals identified by GRG for the PCS include the following:

1. *Reinforce the planning, executing, monitoring, and controlling of a GRG project based upon the processes and activities identified by project management professionals throughout the world as critical to the success of projects.*
2. *Provide an organizationally-embedded, best-practice based project management framework.*
3. *Equip project managers with theories, instructions, guidance, and best-practices in the use of project management tools and methods.*
4. *Increase the likelihood for optimal project solutions to be selected and implemented at the “right” time and at the “right” cost.*
5. *Establish clear lines of responsibility, authority, and accountability for project management decisions and the achievement of project goals, objectives, and deliverables.*

As described above, the PCS is used for the accurate and timely management of projects (conceptual planning, design management, construction management, reporting, budgeting, financial tracking, scheduling, procurement, etc.) and all project information related to GRG’s projects from inception through the post-construction and capital repair and maintenance.

The goals of these Project Controls Consulting Services RFQ are grouped into the following areas:

- **Strategy:** Assisting with analyzing and defining GRG’s Capital Program and the collective execution and impact of all projects.
- **Audit & Risk:** Routinely evaluating how well projects are being managed within the PCS processes and assisting with the assessment and mitigation of program and project risks.
- **Governance:** Continuing to define and improve the PCS methods and standards used to govern projects. Identifying new software tools and programs to improve the efficiency of the PCS program.
- **Monitoring & Reporting:** Using special knowledge of the PCS software and other internal GRG programs and software to develop, retrieve, or analyze any needed or requested program and project data for reporting, analysis and other requests as needed from GRG leadership and staff.

This RFQ contains information regarding contracting and invoicing along with confirmation of required details needed for submission. Please review the following exhibits and associated page numbers in this RFQ.

- Exhibit A- Critical Procurement & Contracting Terms (page 8)
- Exhibit B – Template Contract (page 11)
- Exhibit C – Contract Invoicing Cover Template (page 25)
- Exhibit D – Consultant Procurement Confirmation (page 28)

PART B: CONSULTANT PROCUREMENT

QUALIFICATIONS

The selected consultant may be an individual, firm or team that best demonstrates the ability to address the anticipated scope outlined in Part C (Anticipated Scope of Work). The consultant is expected to work collaboratively with Great Rivers Greenway staff for Project Controls Services. The selected firm will be selected for a one-year contract for 2025 services with optional amendments in 2026 and 2027, lasting till December 31, 2027.

INSTRUCTIONS FOR PREPARING QUALIFICATIONS SUBMITTAL

Please upload one submission in .PDF format to the GRG web site (link will be provided to you). Submission should be no more than Sixteen (16) pages and must include the following:

- Letter of interest that includes:
 - Summary of qualifications of the consultant, firm and/or team
 - Contact information of team leader with contracting authority
 - Noting any discrepancies on contractual terms found in Exhibits A and B
 - Statement of understanding of the proposed scope of work and consultant's approach in carrying out the scope. If the consultant proposes to significantly deviate from the suggested scope of work, provide brief description of the proposed approach and justification
- Overview of consultant firm(s) with brief profiles of individuals assigned to this effort, including project manager and organization chart if needed.
- Description of consultant's experience with local governments, districts or other public agencies. Experience with private or nonprofit organizations can be included.
- Profile of three projects demonstrating relevant experience working on similar efforts within the past five (5) years. Include references with current contact information.
- Resumes of key individuals assigned to the effort. Please keep resumes to 2 pages per person.
- Statement of current hourly rates or any other information related to fees and anticipated reimbursable expenses.
- Description of the firm's ownership structure, including percentage ownership by women and minorities and DBE/WBE/MBE certification.
- Disclosure of any material agreements, relationships, or employment your firm or team members have that may create a conflict of interest or the appearance thereof.
- Signed Exhibit D by person in responsible charge acknowledging all submittal requirements, including template contract.

It is the sole responsibility of the vendor to ensure the .PDF statement of

qualifications is received in proper time. No late submittals will be considered. **No printed, fax or verbal proposals will be accepted.**

SELECTION PROCESS

GRG will assemble a review committee to evaluate all responses to this Request for Qualifications. The review committee may be composed of GRG staff and may conduct interviews of short-listed consultants. The review committee may contact respondents to clarify submitted information and/or to schedule interviews of short-listed firms. Respondents will be notified in writing via email if they have or have not been selected for these services.

Criteria considered for this selection will include but may not be limited to:

- Experience in work required
- Knowledge and understanding of similar types of projects and this RFQ's scope of work
- Record of the firm successfully accomplishing their work on other projects (deliverables and outcomes)
- Capacity and expertise of staff assigned to project
- Diversity of project team (DBE/MBE/WBE certified team members)
- Added value to the project based on unique staff experience, previous work, additional skills, approach or other factors

Upon selection of the consultant, GRG will negotiate a scope of services and other terms and conditions of an agreement. If such negotiations are not successful, GRG reserves the right to begin negotiations with other firms. Upon selection of the most qualified firm, GRG intends to enter into an initial contract with an expectation to add amendments or issue new contracts for additional services and/or durations over the three (3) year period of this RFQ from January 2025 until December 31, 2027.

ANTICIPATED PROCUREMENT SCHEDULE

Please make note of following milestone dates for consultant selection:

September 19: GRG Issues RFQ

October 3: Questions due to GRG by 5:00pm CST. Submit questions via GRG website

October 8: GRG Issues Response to Questions

October 18: Qualifications Submittals Due by 3:00pm CST

October 25: Notification to Submitted firms if interviews are needed

November 14 and 15: Interviews conducted between 1:00pm to 5:00pm on the 14th and 8:30am to 11:00am on the 15th at GRG offices or via Zoom

Week of November 18th: Finalize scope and fee with selected firm

December 10: GRG Board of Directors Meeting, award contract to selected firm for 2025 services

PART C: ANTICIPATED SCOPE OF WORK

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

Services to be provided by the Project Controls consulting firm will occur within a variety of capital projects, project stages, project circumstances, and project management knowledge areas. Broadly, the key services include, but are not necessarily limited to the following:

1. **PROGRAM MANGEMENT:**
 - 1.1. Provide GRG leadership with performance monitoring and decision-making information
 - 1.2. Assist the organizational-level decisions related to capital budgets and spending
 - 1.3. Assure the suitability of the project controls processes through procedural analysis and updates
 - 1.4. Assure the suitability of the project controls software through configuration, updates and bug fixes. Analyze the software and recommend software options or enhancements as necessary.
 - 1.5. Assure continued adoption and usefulness of the Project Control System, updating procedures as needed
2. **SCOPE MANAGEMENT:**
 - 2.1. Assist in project set-ups and comparisons with actual scopes
 - 2.2. Assist Project Managers (PMs) and Civic Engagement Managers (CEMs) in preparing and documenting scopes of work for various project stages
 - 2.3. Assist Project Managers in validating and verifying scope deliverables of various project stages
 - 2.4. Evaluate how well project scopes are providing desired outcomes
3. **SCHEDULE MANAGEMENT:**
 - 3.1. Assist PMs and CEMs in planning and tracking project schedules
 - 3.2. Assure project scopes and schedules align in the Project Controls software
 - 3.3. Assist PMs and CEMs in monitoring and achieving critical schedule milestones
 - 3.4. Evaluate how well the project schedules are performing over time
4. **COST MANAGEMENT:**
 - 4.1. Assist PMs and CEMs in planning and tracking costs
 - 4.2. Assist in the alignment of scopes, schedules, and costs in the Project Controls software
 - 4.3. Assist in tracking cost changes throughout the project and how those changes impact cash flow
 - 4.4. Evaluate how well the projects manage costs and comply with specified budgets
 - 4.5. Evaluate how well the program is achieving cost predictions
5. **RISK MANAGEMENT:**
 - 5.1. Assure suitability of risk management processes, tools, and software
 - 5.2. Assist PMs in identifying, evaluating, acting upon, and tracking risks
 - 5.3. Evaluate how frequently and accurately PMs are identifying new risks
 - 5.4. Evaluate how well risks are being managed and tracking lessons learned with action steps to mitigate the risk going forward.
6. **RESOURCE MANAGEMENT:**
 - 6.1. Assure suitability of resource management processes, tools, and software

- 6.2. Assist in aligning resource planning with organizational goals
- 6.3. Assist PMs and CEMs in entering and tracking resource data
- 6.4. Provide resource data information, reports and analysis
7. QUALITY MANAGEMENT:
 - 7.1. Assure effectiveness of quality assurance and control processes, guidelines, steps, and software
 - 7.2. Assist PMs in performing quality assurance and control activities on projects
 - 7.3. Evaluate how well quality assurance and control processes and steps are being performed
 - 7.4. Analyze quality issues on projects and develop appropriate responses
8. PROCUREMENT MANAGEMENT:
 - 8.1. Assure suitability of procurement management processes, forms, and software
 - 8.2. Assist PMs and CEMs with following PCS standards and GRG policies for procurements
 - 8.3. Evaluate how well procurement management is being performed
9. STAKEHOLDER MANAGEMENT:
 - 9.1. Assure suitability of stakeholder (engagement) management processes, templates, and software
 - 9.2. Assist PMs and CEMs with following PCS standards for stakeholder engagement and management
 - 9.3. Evaluate how well stakeholder management is being performed
10. COMMUNICATION MANAGEMENT:
 - 10.1. Assure suitability of communication management processes, templates, and software
 - 10.2. Assist GRG Leadership, PMs and CEMs with program and project communication
 - 10.3. Evaluate how well communication management is being performed

The selected firm will need to provide a lead consultant available to function as an embedded member of the District's team in order to provide ongoing coaching in PCS processes, software, and functioning. This may include assisting in the creation of information, reports and files for managed projects, portfolio of projects, providing real-time guidance on active projects, monitoring inputs and outputs of the Project Controls software, and ongoing configuration and maintenance of the Project Controls software. Consultants should anticipate weekly, monthly and as needed meetings are required as part of fulfilling the scope of work. For example, weekly Build Team Scrum Meetings along with monthly Project Manager Team meetings, Civic Engagement Team meetings and individual project check-ins are all required. Additionally, meetings related to the Brickline Program, Annual Capital Budgets and other related meetings will occur.

As scope needs are elaborated throughout the contract, it is expected that the firm will collaborate with GRG staff to prepare detailed tasks and schedules for specific deliverables and will begin relevant contract periods with a scoping exercise to identify and prioritize tasks for each annual contract. GRG may choose to extend the contract to provide continued services during the three-year period of January 2025 to December 31, 2027.

Firms interested in this RFQ may recommend additional scope of work or modifications of the scope of work identified in this section, including project controls software solutions to assist GRG in accomplishing its work. Please include such details in your submittal.

GENERAL PROVISIONS

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

It is the policy of GRG that minority and women-owned businesses shall have the maximum opportunity to participate in the performance of contracts utilizing taxpayer funds. Minority and Women Business Enterprise goals of 25/5% have been established by GRG; i.e. 25% or more of the total contract amount to be awarded to Minority Business Enterprises (MBE) and 5% or more of the total contact amount to be awarded to Women Business Enterprises (WBE). It is the prospective consultant's responsibility to make a sufficient portion of the work available to sub-contractors to meet the goal, consistent with the availability and capacities of MBE and WBE Teams. GRG reserves the right to negotiate contract participation with qualified respondents. The consultant's ability to meet GRG's diversity goals will be a consideration in the evaluation of the firm/team. Preference will be given to businesses located within St. Louis City, St. Louis County or St. Charles County (Great Rivers Greenway's district), and secondarily within the state of Missouri.

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

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

Any contract entered into pursuant to this RFQ shall specifically include the required clauses found in Exhibit A. GRG also intends to utilize the contract form attached hereto and incorporated as Exhibit B. Any contract(s) awarded under this RFQ will require consultant(s) to meet the terms contained in Exhibits A & B. Invoicing submitted as part of any contract(s) awarded under this RFQ must be submitted under GRG's standard professional services invoice cover form, attached hereto as Exhibit C. Vendors should address any material variances from the terms contained in Exhibits A or B in their letter of interest to the District.

EXHIBIT A

CONSULTANT shall execute and deliver to the District an affidavit confirming the CONSULTANT's enrollment in the E-Verify federal work authorization program pursuant to Sections 285.525 and 285.530 RSMo and a copy of the CONSULTANT's E-Verify MOU. CONSULTANT shall not be required to execute the affidavit and supply an E-Verify MOU copy if either (i) the compensation to be paid under the contract is \$5,000 or less, or (ii) the CONSULTANT does not have any employees (though an affidavit attesting that the CONSULTANT has no employees will still be required).

The company (CONSULTANT) shall execute and deliver to the District an affidavit certifying that the company (CONSULTANT) and any company affiliated with it, does not boycott Israel and will not boycott Israel during the term of the contract. This paragraph shall not apply if the compensation to be awarded under the contract is less than \$100,000 or if the company (CONSULTANT) has less than 10 employees (an affidavit attesting that the company (CONSULTANT) has less than 10 employees will still be required). In this paragraph, the terms "company" and "boycott Israel" shall have the meanings described in Section 34.600 of the Missouri Revised Statutes.

Indemnity/ Hold Harmless. CONSULTANT shall indemnify, defend and hold harmless DISTRICT, its elected and appointed officials, officers, representatives, agents, and all employees from and against any and all claims, damages, demands, actions, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of the SCOPE OF WORK (hereinafter, "Claims") including, but not limited to (a) Claims due to bodily injury, including death, and property damage (b) and other economic damage, which are caused or occasioned, in whole or in part, by any negligent or intentional act or omission, breach of contract, or violation of law, of the Contractor, or of any Subcontractor or Sub- subcontractor, their employees or agents or any of them.

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

In addition to the foregoing, CONSULTANT shall require that any representative, agent, consultant, or subcontractor with which it enters into any agreements or contracts to perform any work related to this AGREEMENT agree to hold harmless CONSULTANT and DISTRICT for all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from the performance of the SCOPE OF WORK.

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

Professional Liability: The CONSULTANT shall maintain Professional Liability Errors and Omissions insurance coverage for five (5) years beyond the termination date of this AGREEMENT for the Professional Services performed pursuant to this AGREEMENT in a policy limit not less than \$2,000,000.00 for each claim and aggregate, and shall provide

the DISTRICT with a copy of the insurance endorsements and a certificate of insurance as well as a copy of the policy, when requested. The CONSULTANT's duty and obligation to maintain Professional Liability insurance and provide the insurance policy to the DISTRICT shall survive termination of this AGREEMENT.

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

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

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

Contractual Liability
Explosion, Collapse & Underground Independent Contractors

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

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

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

Bodily Injury by Accident	Statutory Limit each
accident Bodily Injury by Disease	Statutory Limit policy limit
Bodily Injury by Disease employee	Statutory Limit each

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

Industry Ratings: The DISTRICT will only accept coverage from an insurance carrier that offers proof that the carrier:

- a. is licensed to do business in the State of Missouri; and
- b. carries a Best's Policyholder rating of A-VII, or better or is otherwise approved by the DISTRICT.

Additional Insured: DISTRICT shall be named as an additional insured on CONSULTANT'S comprehensive general liability insurance and automobile liability insurance policies. Such insurance shall not be cancelled without prior notification to the DISTRICT.

Certification of insurance coverage in the sections above shall be on the ISO Standard Certificate of Insurance Form. Certification of professional liability insurance shall be provided on a separate ACORD form provided by the CONSULTANT'S insurance carrier or its authorized representative. Copies of additional insured endorsements shall accompany the insurance certificates.

Subconsultant's Insurance: If a part of this AGREEMENT is to be subcontracted, then the CONSULTANT shall either:

- a. cover all subconsultants under its insurance policies; or
- b. require each subconsultant not so covered to secure insurance which will protect against applicable hazards or risks of loss and in the minimum amounts designated herein.

Waiver of Subrogation: All policies described above shall contain a Waiver of Subrogation in favor of the DISTRICT for those policies lawfully allowable in Missouri. The CONSULTANT or its insurance company shall provide to the DISTRICT at least thirty (30) days advanced written notice prior to any renewal or expiration date of any insurance policy.

Attorney Fees and Costs. In the event that the DISTRICT shall institute litigation or be named as a party to any litigation to enforce or interpret the provisions of this AGREEMENT, and the DISTRICT shall be successful in whole or part in the prosecution or defense of such litigation, the CONSULTANT shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by the DISTRICT in connection with such litigation.

Exhibit B: Template Contract – SAMPLE

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

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

CONSULTANT

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

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

18. **Attorney Fees and Costs.** In the event that **DISTRICT** shall institute litigation or be named as a party to any litigation to enforce or interpret the provisions of this **AGREEMENT**, and **DISTRICT** shall be successful in whole or part in the prosecution or defense of such litigation, **CONSULTANT** shall pay all costs, expenses and reasonable fees incurred or paid by the **DISTRICT** in connection with such litigation.

19. **E-Verify Affidavit**. Concurrently with execution of this **AGREEMENT**, **CONSULTANT** shall execute and deliver to **DISTRICT** the affidavit attached hereto as Exhibit B confirming **CONSULTANT'S** enrollment in a federal work authorization program with respect to its employees, in compliance with Section 285.530 R.S.Mo. **CONSULTANT** shall not be required to execute such affidavit if either (i) the compensation to be paid to **CONSULTANT** under this **AGREEMENT** is \$5,000 or less, or (ii) **CONSULTANT** does not have any employees. In the event **CONSULTANT** is not required to execute the affidavit attached hereto as Exhibit B because **CONSULTANT** has no employees, **CONSULTANT** shall instead execute and deliver to **DISTRICT** concurrently with execution of this **AGREEMENT** an affidavit attesting that **CONSULTANT** has no employees.

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: _____ 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>

SAMPLE

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 B

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 Consultant Invoice



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

GRG Consultant Services Invoice Coversheet

INVOICE

Invoice Date:	
Received Date:	
Invoice Number:	
Billing From Date:	From Date
Billing Through Date:	To Date

Revised August 2021

Section 1: Project Information

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

Section 2: Billing Summary

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

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 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
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				\$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
	\$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!	
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			#DIV/0!	
			#DIV/0!	
TOTAL	\$0.00	\$0.00	#DIV/0!	

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

Progress Report – Narrative



Exhibit D

As the representative in responsible charge of this submittal for _____
[INSERT CONSULTANT TEAM NAME], I hereby acknowledge this submittal contains and confirms the following:

- Letter of interest that includes:
 - Summary of qualifications of the consultant, firm and/or team
 - Contact information of team leader with contracting authority
 - Noting any discrepancies on contractual terms found in Exhibits A and B
 - Statement of understanding of the proposed scope of work and consultant's approach in carrying out the scope. If the consultant proposes to significantly deviate from the suggested scope of work, provide brief description of the proposed approach and justification.

- Overview of consultant firm(s) with brief profiles of individuals assigned to this effort, including project manager and organization chart if needed.

- Description of consultant's experience with local governments, districts or other public agencies such as in the past five (5) years. Experience with private or nonprofit organization can be included.

- Profile of three projects demonstrating relevant experience working on similar efforts within the past five (5) years. Include references with current contact information.

- Resumes of key individuals assigned to the effort. Please keep resumes to 2 pages per person.

- Statement of current hourly rates or any other information related to fees and anticipated reimbursable expenses.

- Description of the firm's ownership structure(s), including percentage ownership by women and minorities and DBE/WBE/MBE certification.

- Disclosure of any material agreements, relationships, or employment your firm or team members have that may create a conflict of interest or the appearance thereof.

- By signing below, we hereby acknowledge our review of, and concurrence with, the terms and conditions contained in Exhibits A, B, and C; or inclusion of any proposed material variances from Exhibits A or B (attached hereto).

Person in Responsible Charge of this Submittal:

Signature: _____

Printed Name: _____

Date: _____