

# REQUEST FOR QUALIFICATIONS (RFQ) FOR 2023-2025 PREQUALIFICATION LIST FOR PLANNING, LANDSCAPE ARCHITECTURE, ARCHITECTURE, ENGINEERING AND SURVEYING SERVICES

**SUBMITTAL DUE DATE:** Monday, October 21, 2024 by 3:00pm CST

## **SUBMITTAL LOCATION:**

<https://greatriversgreenway.org/work-with-us/bid-opportunities/>

Submit qualifications via .PDF Format Only

## **PLEASE NOTE:**

Great Rivers Greenway is providing this opportunity for firms **not currently** on the 2023-2025 Prequalification List for Planning, Landscape Architecture, Architecture, Engineering and Surveying Services.

If your firm is on the current 2023-2025 Prequalification List, you do not need to submit any information. However, if your firm now provides services (Engineering, Landscape Architecture, Architecture, Planning and Surveying) which were not included in your previous 2022 or 2023 submittal, you may submit an updated submittal.

## **QUESTIONS RELATED TO THIS RFQ:**

Questions related to this request should be directed to the GRG website (link provided from RFQ access) no later than 12:00pm CST on Friday, October 4, 2024. Answers will be posted to the GRG website and emailed to all known recipients of the RFQ by Friday, October 11, 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 33-member staff within five groups referred to as Build, Promote, Sustain, Administration/Finance, and the Great Rivers Greenway Foundation.

GRG is releasing this RFQ to allow firms not currently on the 2023-2025 Prequalification List to have the opportunity to submit their qualifications to be considered for inclusion on the list.

If your firm is on the current 2023-2025 Prequalification List, you do not need to submit any information. However, if your firm now provides services (Engineering, Landscape Architecture, Architecture, Planning and Surveying) which were not included in your previous 2022 or 2023 submittal, you may submit an updated submittal.

GRG is seeking the services of qualified professionals in the following fields:

- Engineering Services
- Landscape Architecture Services
- Architecture Services
- Planning Services
- Surveying Services

Firms must indicate clearly in their submittal which category of services they are able to provide. Submittals are welcome from firms competent in any or all of the disciplines noted above. **GRG seeks individual firm submissions only and not team submittals.** While recognizing that multi-disciplined teams will need to be formed for a specific future project, this RFQ creates a prequalification list of various professional services.

Typical GRG projects include, but are not limited to, greenway planning with substantial stakeholder and public involvement, engineering and construction of on-road bicycle facilities, off-road multi-use bike and pedestrian trails, parks, trailheads and trail amenities including landscape and hardscape, parks and greenways. Capital repair projects requiring engineering, design and surveying are also typical work under this RFQ. Surveying as a part of real estate transactions will also utilize this list of prequalified firms for those services.

GRG staff will rely primarily on the prequalification list in the selection of consultants for most projects. Please note, however, GRG reserves the right to issue a Request for Qualifications for specific projects as needed.

The Prequalified List under this RFQ is currently in effect from 1/2/23 through 12/31/25. This RFQ is to allow new firms to be added to the Prequalification list. However, if your firm now provides services (Engineering, Landscape Architecture, Architecture, Planning and Surveying) which were not included in your previous 2022 or 2023 submittal, you may submit to update the professional services you can now provide.

It is understood that placement on the Prequalified Lists does not guarantee selection for work.

- More information on the region's vision for a network of greenways may be found here: <https://greatriversgreenway.org/resources/plans-reports/>
- Exhibit A- Critical Procurement & Contracting Terms (pages 7 to 9 of the RFQ)
- Exhibit B - Template Contract (pages 10 to 30)
- Exhibit C - Contract Invoicing Cover Template (pages 31 to 34)
- Exhibit D - Consultant Procurement Confirmation (pages 35 to 36)

### **Guidelines and Standards**

GRG has issued a variety of guidelines and standards related to community engagement, greenway design, maintenance, signage and more. Firms may wish to review these documents in order to understand the latest GRG guidelines and standards.

<https://greatriversgreenway.org/design/>

### **Project Controls System**

All GRG greenway projects are managed through a Project Controls System (PCS) by GRG's Project Management team. The entire PCS encompasses the administration, personnel, processes, procedures, documents, tools, standards, and activities that are undertaken to manage capital projects within GRG. The primary technology tool used in the PCS is a selected cloud-based software known as *InScope* (<https://getinscope.com/>) While GRG's Project Management team works daily within the PCS, consultants selected for GRG projects under this RFQ are expected to support their respective GRG staff members with data and information necessary for adherence to the PCS and GRG policies and guidelines.

## PART B: CONSULTANT PROCUREMENT

### 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 the following:
  - Clearly indicate which professional service(s) the firm is interested in providing. Indicating multiple services is acceptable.
  - If you are currently on the 2023-2025 Prequalification List and are updating the services you now provide, please indicate which services are being updated.
  - Summary of qualifications of the consultant firm
  - Include primary office address with zip code. If a firm's St. Louis, Missouri office is not the primary office, indicate as such with both primary office and St. Louis office address with zip codes.
  - Contact information of staff member with contracting authority
  - Noting any discrepancies on contractual terms found in Exhibits A and B (pages
  
- Overview of consultant firm with brief resumes of individuals typically assigned to projects similar to Great Rivers Greenway or work with public agencies and local governments. Please keep resumes to no more than two pages per staff member. Include an organization chart if necessary. Indicate personnel who commonly serve as project managers and those who offer specific technical expertise on projects similar to Great Rivers Greenway.
  
- Description of consultant's experience with local governments, districts or other public agencies within the past five years. This may include previous or current projects with Great Rivers Greenway.
  
- Description of firm's approach to Project Management and its philosophy towards Quality Assurance (QA) and Quality Control (QC).
  
- Project descriptions for three (3) recent projects the firm has undertaken within the last five (5) years. It is acceptable if the projects were for GRG. Please keep project descriptions to no more than three (3) pages per project. Preference for projects that feature on-road and/or off-road bicycle/pedestrian facilities, parks, trails (including related trailheads and amenities), greenways and master planning projects related to parks, trails and greenways. Include the following information on the project description:
  - o Indicate if the firm was the lead on the project or a sub-consultant.
  - o A description of the services provided by the firm including deliverables.
  - o A description of the planning/design/engineering process and the project goals or objectives. Describe coordination with partners, stakeholders and community members.
  - o Describe the public outreach and engagement.
  - o Describe the outcomes of the project and whether project goals were achieved. If applicable, describe how the project demonstrated sustainable planning and design techniques. Describe how the project is doing now, long-term successes or challenges, etc.
  - o Describe the ability to meet deliverables and schedule requirements.

- Describe any special project characteristics related to cost estimating, project risk management or QA/QC that made the project unique.
  - Indicate firm's key personnel involved and their roles on the project.
  - Provide the name of the client with current contact information.
- Statement of current hourly rates or any other information related to fees and anticipated reimbursable expenses.
  - Description of the firm's approach to Diversity, Equity and Inclusion (DEI).
  - Description of the firm's ownership structure, including percentage ownership by women and minorities and the firm's DBE/WBE/MBE certification (if applicable).
  - Table or chart showing the firm's total number of employees; the number of employees who identify as only minority or non-White (M); the number of employees who identify as only a woman or not male (W) and the number of employees who identify as both (MW).
  - 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 interested firm to ensure the statement of qualifications is received in PDF form and arrives on time. No late submittals will be considered. **No printed, fax or verbal submissions will be accepted.**

## SELECTION PROCESS

GRG will assemble a review committee to evaluate all responses to this Request for Qualifications. The review committee will be composed of GRG staff and staff will determine whether to schedule a 20-minute zoom interview to learn more about the firm. GRG staff will coordinate to schedule the zoom interview. The review committee may contact all respondents to clarify submitted information. All respondents will be notified by email if they have or have not been included on the 2023-2025 Prequalification List.

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

- Experience in work required
- Record of the firm successfully accomplishing their work on other projects
- Expertise of staff
- Project management philosophy
- Quality Assurance and Quality Control Program
- Diversity of firm's ownership, firm's employees and/or the firm's Diversity, Equity and Inclusion (DEI) approach
- Added value of the firm based on unique staff experience, previous work, additional skills, or other factors

## ANTICIPATED PROCUREMENT SCHEDULE

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

September 19:	GRG Issues RFQ
October 4:	Questions on this RFQ due to GRG by 12:00pm CST Submit questions via GRG website (link will be provided)
October 11:	GRG Issues Response to Questions All questions and responses will be shared among all firms who have registered for the RFQ
October 21:	Qualifications Submittals Due by 3:00pm CST
October 28:	GRG notifies firms to schedule the 20-minute zoom or in-person interviews.
November 19 and 22:	20-minute zoom or in-person presentations conducted for new firms to learn about the firm and projects. <b>Interviews will be scheduled between 9:00am to 4:00pm CST on November 19 and 1:00pm to 5:00pm on November 22</b>
November 26:	GRG staff updates the Prequalification List and notifies the new firms as to their status.
December 10:	GRG Board of Directors Meeting approves the updated 2023-2025 Prequalification List
December 13:	Updated 2023-2025 Prequalification List updated on GRG website

## PART C: GENERAL PROVISIONS

Any contracts 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). As such, when selecting consultant teams, consideration will be given to minority contractor status.

In addition, as a member of the St. Louis Action Network, GRG is interested in supporting equitable opportunities for local businesses and residents, particularly in high poverty communities and communities of color (including but not necessarily limited to communities in a focused zip code footprint (63101, 63102, 63103, 63104, 63106, 63107, 63112, 63113, 63114, 63115, 63118, 63120, 63121, 63133, 63134, 63135, 63136, 63137, 63138, 63140, 63147, 63155)).

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) allow annual additions to the Prequalification List, and 5) 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 of 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. Consultants should address any material variances from the terms contained in Exhibits A or B in their submittal letter to the District.

## **Exhibit A: Critical Procurement & Contracting Terms**

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

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

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

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

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

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

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

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

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

Each Occurrence	\$3,000,000
Personal & Advertising Injury	\$3,000,000
Products/Completed Operations Aggregate	\$3,000,000
Per Project Aggregate	\$3,000,000
General Aggregate	\$3,000,000

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

- Contractual Liability
- Explosion, Collapse & Underground
- Independent Contractors

Automobile Liability Insurance: CONSULTANT shall maintain Automobile Liability Insurance protecting against claims for bodily injury or property damage arising out of the ownership or use of any owned, hired or non-owned vehicle and including protection for either all owned, hired, or non-owned motor vehicles of any type, in the following limits: \$3,000,000 Each Accident, Combined Single Limits, Bodily Injury and Property Damage. An umbrella or excess liability policy may be used to attain the shown Automobile Liability limits. Such policy shall insure the contractual liability assumed by the CONSULTANT pursuant to this AGREEMENT.

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

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

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

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

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

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

Additional Insured: DISTRICT shall be named as an additional insured on CONSULTANT'S comprehensive general liability insurance and automobile liability



insurance policies. Such insurance shall not be cancelled without prior notification to the DISTRICT.

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

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

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

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

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

**Exhibit B**  
**PROFESSIONAL SERVICE AGREEMENT**  
**( \_\_\_\_\_ Greenway)**

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

1. **Scope of Work.** The **CONSULTANT** agrees to perform the services described in Exhibit A, which is attached hereto and made a part hereof (the “**SCOPE OF WORK**”).

2. **Additional Services.** The **CONSULTANT** shall provide “Additional Services,” identified as such in the **SCOPE OF WORK**, but only after such additional services are authorized in writing by the **DISTRICT**. Prior to commencing any Additional Services, the **CONSULTANT** shall submit to the **DISTRICT** a final scope detailing the Additional Services to be performed and the cost therefor.

3. **Compensation.** The **DISTRICT** shall pay to the **CONSULTANT** the Total Fee (comprising compensation for the **SCOPE OF WORK**, Additional Services authorized by the **DISTRICT**, if any, and Reimbursable Expenses, if any) in accordance with the attached rate schedule attached hereto as Exhibit B, subject to annual appropriation by the **DISTRICT’s** Board of Directors. The Total Fee paid to the **CONSULTANT** shall be the actual hours expended multiplied by the hourly rates from Exhibit B, plus Reimbursable Expenses as computed from Exhibit B. **[FEDERAL ALTERNATE: “in accordance with the rates, overhead, fixed fees, and directly reimbursable expenses identified in Exhibit B].** If the payment terms set forth in Exhibit B 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 **AGREEMENT** unless expressly

set forth in Exhibit B. In no case shall the Total Fee pursuant to this **AGREEMENT** exceed \_\_\_\_\_ dollars (\$ \_\_\_\_\_) without a formal amendment to this **AGREEMENT**.

The Total Fee is based on the performance of the **SCOPE OF WORK** specified in this **AGREEMENT**, with submittal of final plans and specifications suitable for solicitation of competitive construction bid proposals [modify if final deliverable differs] on or before \_\_\_\_\_ [insert date]. The **CONSULTANT** shall maintain all records supporting the invoicing and the records shall be open for inspection.

Payment to the **CONSULTANT** shall be made based upon itemized monthly invoices submitted by the **CONSULTANT**, under an accompanying standard GRG Consultant Services Invoice Coversheet, detailing the work performed, the person or persons performing the work, the detailed fees and costs associated therewith, and the percentage of the respective task(s) completed at the time of invoicing.

4. **Consultant's Period of Service.** The **CONSULTANT'S** services shall be performed expeditiously and consistent with the **CONSULTANT'S** professional skill and judgment, in consultation with **DISTRICT**, and within any specific time periods specified in the **SCOPE OF WORK**, unless such time is extended by the parties hereto by mutual written agreement. Notwithstanding the foregoing, the **DISTRICT** shall have the right to delay the start of or suspend the **CONSULTANT'S** performance under this **AGREEMENT** on a temporary basis and for any period of time upon providing notice to the **CONSULTANT** of such delay or suspension and the reason therefor.

5. **Definitions.**

- a. "Construction Contract Documents" means the documents required for construction of the Project and including Engineering Documents.

- b. "Construction Contractor" means a company hired by the **DISTRICT** to construct improvements in accordance with the Construction Contract Documents.
  - c. "Engineering Documents" means documents required by the Project, including, but not limited to, plans, specifications, drawings, tracings, designs, calculations, sketches, models, computer data and reports.
  - d. "Project" means the unique endeavor being undertaken by the **DISTRICT** as a combination of all project phases: "Planning", "Design", "Site Control", and "Build"; with an intended final deliverable of completed Greenway construction [modify if final deliverable differs] commonly known as \_\_\_\_\_ in this **AGREEMENT**.
  - e. "Reimbursable Expenses" means those expenses of the **CONSULTANT** as authorized by the **DISTRICT** and identified on Exhibit B to this **AGREEMENT**.
  - f. "Total Fee" means the total compensation payments to be made to the **CONSULTANT** for the performance of the **SCOPE OF WORK** including all overhead and profit, supervision, materials, supplies, labor, equipment, etc.; the performance of the Additional Services authorized by **DISTRICT**, if any; and Reimbursable Expenses, if any.
6. **Deliverables.** The deliverables to be produced by the **CONSULTANT** are set forth and described in the **SCOPE OF WORK**.
7. **Ownership of Deliverables.** All plans, drawings, schedules, specifications and other documents, including those prepared in electronic form, shall be and become the property of the **DISTRICT**, and may thereafter be utilized by the **CONSULTANT** only upon written permission of the **DISTRICT**. Such written permission shall not be unreasonably withheld. Any reuse of the deliverables beyond that intended for this Project without verification or adoption by the **CONSULTANT** will be at the **DISTRICT'S** risk and without liability of the **CONSULTANT**. No report, handout or other document or material produced in whole or in part

under this **AGREEMENT** shall be the subject of an application for copyright on behalf of the **CONSULTANT** or any subconsultants.

8. **Meetings.** The **CONSULTANT** shall consult with the **DISTRICT** at regularly scheduled design review meetings, the time and place of such meetings to be mutually agreed upon by **CONSULTANT** and **DISTRICT**.

9. **Right to Withhold Payment:** In the event the **DISTRICT** becomes aware that any cost, charge, or representation of the **CONSULTANT** provided in its services and/or invoicing is believed by the **DISTRICT** to be inaccurate or incorrect, the **DISTRICT** may withhold payment related to the disputed amount until the matter is corrected to the **DISTRICT**'s reasonable satisfaction. The **DISTRICT** will notify the **CONSULTANT** of the disputed amount as soon as reasonably practicable. **DISTRICT** and **CONSULTANT** will cooperate to expeditiously effect a resolution of the disputed amount and **CONSULTANT** shall issue a revised invoice to the **DISTRICT** as necessary. Invoiced amounts not questioned by the **DISTRICT** shall be paid to **CONSULTANT** in accordance with payment procedures of this **AGREEMENT**.

10. **Amendment:** This **AGREEMENT** may be amended only by written instrument signed by both the **DISTRICT** and the **CONSULTANT**. This **AGREEMENT** may be amended to provide for additions, deletions and revisions to the **SCOPE OF WORK** or **CONSULTANT'S** period of service or to modify the terms and conditions thereof.

11. **Supplemental Drawings:** If during construction situations arise which require supplemental drawings or details, the **CONSULTANT** shall timely provide such supplemental drawings or details at no cost to the **DISTRICT** when the supplemental drawings or details are required to correct the **CONSULTANT'S** errors or omissions or to clarify the **CONSULTANT'S** intent in the original design and preparation of Construction Contract Documents. The **CONSULTANT** shall correct or revise any errors or deficiencies in its designs, drawings or specifications without additional compensation when due to the **CONSULTANT'S** negligent acts, errors, or omissions.

12. **Notice of Defects:** If during construction of the Project, the **CONSULTANT** observes or otherwise becomes aware of any design or construction defect in the work, the **CONSULTANT** shall give prompt written notice to the **DISTRICT** of such defects and their approximate location on the Project. However, the **CONSULTANT** shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions, inspections by the Construction Contractor and programs in connection with the construction work, because these are solely the Construction Contractor's responsibility under the Construction Contract Documents. The **CONSULTANT** shall not be responsible for the Construction Contractor's schedules or failure to carry out the work in accordance with the Construction Contract Documents. The **CONSULTANT** shall not have control over or charge of acts or omissions of the Construction Contractor, Contractor's subcontractors, or their agents or employees.

13. **District's Representative.** The **DISTRICT** hereby designates [REDACTED] 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 **CONSULTANT'S** services.

14. **Consultant's Representative.** The **CONSULTANT** shall assign only qualified personnel to perform any service concerning the Project. **CONSULTANT** hereby designates [REDACTED] (License No. [REDACTED]) as **CONSULTANT'S** Representative to act on the **CONSULTANT'S** behalf with respect to the Project. **CONSULTANT'S** Representative shall be the primary point of contact with the **DISTRICT'S** Representative. If not the herein designated **CONSULTANT'S** Representative, the **CONSULTANT** shall also designate, in writing to the **DISTRICT**, the person with the authority to bind **CONSULTANT**. **CONSULTANT'S** Representative shall not be changed without **DISTRICT'S** prior written consent, except in the event that **CONSULTANT'S** Representative is no longer an employee or agent of

**CONSULTANT**, in which event **CONSULTANT** shall notify **DISTRICT** in writing of its new representative.

15. **Services Outside of Scope of Work:** **DISTRICT** shall not be responsible for paying **CONSULTANT** for any services or expenses that are not contained in the **SCOPE OF WORK** or the Additional Services (if authorized in writing by **DISTRICT**). This may include payments for professional services, necessary permits, licenses, ownership certifications, materials testing, advertising costs, and other special tests or other work.

16. **Subcontracting of Professional Services:** **DISTRICT** hereby consents to the subcontracted professional services and designated subconsultants set forth on Exhibit C. Other than as set forth in Exhibit C, the **CONSULTANT** shall not subcontract, delegate the performance thereof, or assign any of the **SCOPE OF WORK** without first obtaining the written consent of the **DISTRICT**. Unless otherwise stated in such written consent, no assignment or delegation shall release or discharge the assignor or obligor from any obligation pursuant to this **AGREEMENT**. The **DISTRICT** shall be named as an intended third-party beneficiary of any of the **CONSULTANT'S** subcontracts. Any subconsultant performing services pursuant to this **AGREEMENT** shall maintain throughout the duration of the **AGREEMENT**, insurance as provided in Section 23 herein, and shall additionally maintain Professional Liability Errors and Omissions insurance in a minimum policy amount equivalent to that of the **CONSULTANT** under this **AGREEMENT** and provide the **DISTRICT** with certification thereof.

17. **Endorsement:** The **CONSULTANT** shall sign and affix its licensing seal to all final plans, specifications, estimates and engineering data prepared by the **CONSULTANT** and shall cause all subconsultants to sign and seal their final documents where required by law. Any review or approval by the **DISTRICT** of any documents prepared by the **CONSULTANT** or its consultants including, but not limited to, the plans and specifications, shall be solely for the purpose of determining whether such documents are consistent with the **DISTRICT'S** Project goals and objectives and shall not be construed as approval of same by the **DISTRICT**. No

review of such documents by the **DISTRICT** shall relieve the **CONSULTANT** of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

18. **Inspection of Documents:** The **CONSULTANT** shall maintain all Project records for inspection by the **DISTRICT** during the **AGREEMENT** term and for five (5) years from the date of final payment and shall notify the **DISTRICT** prior to their disposal.

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

20. **Confidentiality.** During the course of performing under this **AGREEMENT**, the **CONSULTANT** may become privy to information identified by the **DISTRICT** as confidential, or which, is otherwise considered by its nature to be confidential. The **CONSULTANT** represents and warrants that it will take all steps necessary to protect such confidential information consistent with its duties hereunder.

21. **Publicity.** Unless directed otherwise by the **DISTRICT**, the **CONSULTANT** shall include in all publicity generated by it concerning the Project which is the subject of this **AGREEMENT**, that the Project is “funded, in part, by the Great Rivers Greenway District.”

22. **Compliance with ADA and Other Applicable Law.** The **CONSULTANT** shall perform all tasks in strict compliance with all applicable laws, and shall ensure that all work, plans, specifications, and designs produced as part of the **SCOPE OF WORK** are in strict compliance with all applicable laws, including the Americans with Disabilities Act, as Amended,



42 U.S.C. § 12101 et seq., 47 U.S.C. §§ 225.611 and including all standards set forth in the regulations promulgated by the United States Department of Justice (2010 ADA Standards and the 2009 Draft Final Accessibility Guidelines for Outdoor Developed Areas) and Missouri's accessibility standards set out in the Missouri Revised Statutes at § 8.610 et seq., as well as any modifications, amendments or update to any of these standards in effect at the time of construction. Regarding any trail involving property owned, leased operated or governed by the Missouri Department of Transportation (MoDOT), the **CONSULTANT** will ensure that all requirements of that agency pertaining to this **AGREEMENT** are met. Any deviation from the standards of the Americans with Disabilities Act, as Amended, Missouri's accessibility standards or MoDOT requirements whether in accordance with plans or at the discretion of the **CONSULTANT** must be approved in writing by the **DISTRICT** or its authorized representative before construction or installation by the **CONSULTANT**. The **CONSULTANT'S** design shall further comply with all other applicable provisions of Architectural Barriers Act (42 U.S.C. §§ 4151 et seq) and other applicable laws, regulations and ordinances.

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

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

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

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

Each Occurrence	\$3,000,000
Personal & Advertising Injury	\$3,000,000
Products/Completed Operations Aggregate	\$3,000,000
Per Project Aggregate	\$3,000,000
General Aggregate	\$3,000,000

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

- Contractual Liability
- Explosion, Collapse & Underground
- Independent Contractors

Automobile Liability Insurance: **CONSULTANT** shall maintain Automobile Liability Insurance protecting against claims for bodily injury or property damage arising out of the ownership or use of any owned, hired or non-owned vehicle and including protection for either all owned, hired, or non-owned motor vehicles of any type, in the following limits: \$3,000,000 Each Accident, Combined Single Limits, Bodily Injury and Property Damage. An umbrella or

excess liability policy may be used to attain the shown Automobile Liability limits. Such policy shall insure the contractual liability assumed by the **CONSULTANT** pursuant to this **AGREEMENT**.

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

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

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

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

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

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

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

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

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

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

The **CONSULTANT** or its insurance company shall provide to the **DISTRICT** at least thirty (30) days advanced written notice prior to any renewal or expiration date of any insurance policy.

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

contract, or violation of law, of the **CONSULTANT**, or of any Subconsultant or Sub-subconsultant, their employees or agents or any of them.

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

In addition to the foregoing, **CONSULTANT** shall require that any representative, agent, consultant, or 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 all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from the performance of the **SCOPE OF WORK**.

25. **Copyright or Patent Infringement/Indemnification.** Except in cases in which the **DISTRICT** or any of its consultants or vendors purposely violate copyrights or patents, the **CONSULTANT** shall defend any and all actions or claims (i) charging infringement of any copyright or patent by reason of the use or adoption by the **DISTRICT** of any design, drawings or specifications applied by the **CONSULTANT** or (ii) otherwise caused by or related to the use by the **DISTRICT** of any such design, drawings, or specifications in connection with the Project, or resulting from any act or omission of **CONSULTANT** or any of its subconsultants (or any agent, employee or servant of any of them), or any other person or entity under the direction or control of the **CONSULTANT** in performing the work.

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

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

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

**DISTRICT** will pay **CONSULTANT** for all services and Reimbursable Expenses prior to the date of termination; subject, however, to **CONSULTANT** delivering an invoice and the supporting documentation set forth in Section 3 of this **AGREEMENT**. In the event this Agreement is terminated due to a breach by **CONSULTANT**, **DISTRICT** shall have all remedies available to it at law or in equity.

27. **Notice.** All notices required or permitted under this **AGREEMENT** shall be deemed served when received by email or personal delivery, by nationally recognized overnight carrier or certified mail, return receipt requested, postage prepaid at the following addresses:

**DISTRICT**

**CONSULTANT**

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

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

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

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

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

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

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

33. **Warranties and Representations of Consultant.** **CONSULTANT** hereby represents, warrants, and covenants to **DISTRICT** that: (1) it has the lawful power and authority to enter into this **AGREEMENT**; (2) acting through its duly authorized officers or representative it has duly authorized the execution of this **AGREEMENT**, and (3) neither the execution nor the fulfillment of or compliance with the terms hereof, conflicts with or results in a breach of the terms, conditions, or provisions of any restriction, agreement, or instrument to which **CONSULTANT** is now a party or by which it is bound.

34. **Conflict.** In the event of any conflict or inconsistency between the provisions of the body of this **AGREEMENT** and the exhibits attached hereto, the provisions of the body of this **AGREEMENT** shall control and govern.

35. **Integration.** This **AGREEMENT** represents the entire integrated agreement between the **DISTRICT** and the **CONSULTANT**, and supersedes all prior negotiations, representations or agreements, either written or oral.

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



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

DISTRICT	CONSULTANT
<p>Metropolitan Park and Recreation District d/b/a The Great Rivers Greenway District</p> <p>By: _____</p> <p>Susan Trautman</p> <p>Chief Executive Officer</p>	<p>_____</p> <p>By: _____</p> <p>Print: _____</p> <p>Title: _____</p>

Approved as to Form:
----------------------

**EXHIBIT A**  
**SCOPE OF WORK**

**EXHIBIT B**

**EXHIBIT C**

**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 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 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 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: Consultant Invoicing Cover Template

 <p><b>Great Rivers Greenway</b>          Great Rivers Greenway          3745 Foundry Way          Suite 253          St. Louis, MO 63110          Email: info@grgstl.org</p>	<p><b>GRG Consultant Services Invoice</b></p>	<p style="text-align: right;"><b>INVOICE</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="height: 20px;"> </td></tr> <tr><td style="height: 20px;"> </td></tr> <tr><td style="height: 20px;"> </td></tr> <tr><td style="height: 20px;"> </td></tr> <tr><td style="height: 20px;"> </td></tr> <tr><td style="height: 20px;"> </td></tr> <tr><td style="height: 20px;"> </td></tr> <tr><td style="height: 20px;"> </td></tr> </table> <p>Invoice Date: _____          Received Date: _____          Invoice Number: _____          Billing From Date: _____          Billing Through Date: _____</p>								

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**

<b>Total Consultant Personnel</b>		<i>Note</i>	\$0.00
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### GRG Consultant Services Invoice

	<b>INVOICE</b>
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

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

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
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				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00



**GRG Consultant Services Invoice**

	<b>INVOICE</b>
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

				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Personnel Costs due this invoice				\$0.00

**REIMBURSABLE EXPENSES**

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

**SUB-CONSULTANTS**

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

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

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

			#DIV/0!	
			#DIV/0!	
			#DIV/0!	
			#DIV/0!	
			#DIV/0!	
			#DIV/0!	
			#DIV/0!	
			#DIV/0!	
			#DIV/0!	
			#DIV/0!	
			#DIV/0!	
			#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 =				
<b>MBE/WBE Sub-Consultant (or MBE/WBE Prime)</b>	<b>Subcontract Amount</b>	<b>Total \$ for THIS invoice</b>	<b>Total \$ Billed to Date</b>	<b>Overall MBE/WBE % Met to Date</b>
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: Consultant Procurement Confirmation

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 the following:
  - Clearly indicate which professional services the firm is interested in providing. Indicating multiple services is acceptable.
  - Summary of qualifications of the consultant firm
  - Include primary office address with zip code. If a firm's St. Louis, Missouri office is not the primary office, indicate as such with both primary and St Louis office address with zip codes.
  - Contact information of staff member with contracting authority
  - Noting any discrepancies on contractual terms found in Exhibits A and B
- Overview of consultant firm with brief resumes of individuals typically assigned to projects similar to Great Rivers Greenway or work with public agencies and local governments. Please keep resumes to no more than two pages per staff member. Include an organization chart if necessary. Indicate personnel who commonly serve as project managers and those who offer specific technical expertise on projects similar to Great Rivers Greenway.
- Description of consultant's experience with local governments, districts or other public agencies within the past five years. This may include previous or current projects with Great Rivers Greenway.
- Description of firm's approach to Project Management and its philosophy towards Quality Assurance (QA) and Quality Control (QC).
- Project descriptions for three (3) recent projects the firm has undertaken within the last five (5) years. It is acceptable if the projects were for GRG. Please keep project descriptions to no more than three (3) pages per project. Preference for projects that feature on-road and/or off-road bicycle/pedestrian facilities, parks, trails (including related trailheads and amenities), greenways and master planning projects related to parks, trails and greenways. Include the information described in detail in Part B.
- Statement of current hourly rates or any other information related to fees and anticipated reimbursable expenses.
- Description of the firm's approach to Diversity, Equity and Inclusion (DEI).
- Description of the firm's ownership structure, including percentage ownership by women and minorities and the firm's DBE/WBE/MBE certification (if applicable).
- Table or chart showing the firm's total number of employees; the number of employees who identify as only minority or non-White (M); the number of employees who identify as only a woman or not male (W); the number of employees who identify as both (MW).
- 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 (included in letter of submittal).

Person in Responsible Charge of this Submittal:

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

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

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