



REQUEST FOR QUALIFICATIONS FOR DATA AND ASSET MANAGEMENT SERVICES FOR GREAT RIVERS GREENWAY

SUBMITTAL DUE DATE: November 25, 2024
2:00 PM Central Time

SUBMITTAL LOCATION: <https://greatriversgreenway.org/vendors/>
Submit qualifications via .PDF Format Only

PROJECT SUMMARY

Great Rivers Greenway (“GRG”) is seeking a highly qualified consultant (“Consultant”) to conduct database and asset management services, including Geographic Information System (GIS) analyses and metrics, mapping, financial projections and analyses, data hosting services, staff training, documentation, and technical integration of GRG’s various database software platforms.

PROCUREMENT SCHEDULE

November 5, 2024:	GRG Issues Request for Qualifications
November 15:	RFQ Questions due to GRG by 4:00pm Central
November 18:	GRG Issues Response to Questions
November 25:	Qualification Submittals Due to GRG’s Web Site 2:00pm Central
November 27:	Short Listed Firms Invited to Interview
December 12:	Firm Interviews
January 14, 2025:	GRG Board of Directors Meeting Awards Contracts to Selected Firm

BACKGROUND

Great Rivers Greenway is a regional public agency serving the City of St. Louis, St. Louis County and St. Charles County. Great Rivers Greenway connects the St. Louis region with greenways, making it a vibrant place to live, work, and play.

Great Rivers Greenway is operated by a 40 member staff governed by a 12 member board that is appointed by the Executives of St. Louis City, St. Louis County and St. Charles County.

GRG staff members are organized under a unique Build-Promote-Sustain model to implement and operate the regional network of greenways, while the non-profit Great Rivers Greenway Foundation provides additional resources and support for greenway projects.

Since Great Rivers Greenway approved its current Regional Plan in 2022, the district has made significant progress toward enhancing its GIS capabilities, expanding its database of existing and planned facilities, integrating GIS into project management and accounting software platforms and adopting technical tools to assist in planning, budgeting, reporting and forecasting. Through this process, GRG staff have identified additional database and asset management needs that would ideally be addressed over the next several years

QUALIFICATIONS

The prospective Consultant(s) may be individuals, firms or teams that are able to provide all, or selected, services identified under the Scope of Work. Great Rivers Greenway may select a single Consultant to perform all services identified under this RFQ or may award separate contracts to multiple Consultants that are ideally qualified to perform specific services.

Great Rivers Greenway staff work in a highly collaborative, open environment and regularly interacts with partner agencies, institutions and consultants. The Consultant must demonstrate willingness and ability to conduct their work in an equally collaborative and professional manner and will be expected to represent GRG in communication with its partner organizations.

Consultant(s) must have qualifications and demonstrate prior experience in providing GIS, asset management and software integration services for public and/or private clients and relative to the proposed scope of this contract. In some situations the Consultant may be expected to collaborate with other public agencies, institutions or professional firms (such as planners, landscape architects, urban designers, graphic designers, engineers and/or economic development analysts).

GRG utilizes a variety of software applications in its planning, project management, accounting and lifecycle cost analyses procedures. The Consultant(s) must demonstrate the proficiency to integrate GRG's procedures across these software platforms, including—but not limited to—ArcGIS, InScope, Microix, EcoCounter, Excel, MapBox, Illustrator and various computer aided design (CAD) applications

Upon selection of the most qualified Consultant, GRG intends to enter into a contract through December 31, 2026 with an option to renew for an additional two-year period ending December 31, 2028.

PROPOSED SCOPE OF WORK

Great Rivers Greenway has identified the following services that will need to be undertaken regarding this contract. Note that these services reflect GRG's Build-Promote-Sustain organizational structure and the selected Consultant(s) will be expected to collaborate with GRG staff members representing these three departments.

Build, Promote & Sustain Teams Combined Services

1. GIS Administration and Support

- GIS database administration.
- GIS database hosting, maintenance, technical support and GRG staff assistance

- Maintenance Management Plan (MMP) administration, hosting, maintenance, technical support and GRG staff assistance.
- Pre- and post-construction asset data collection and documentation.
- GIS platform training for updated features and new staff orientation, as needed.
- Additional GIS and asset management related tasks for unforeseen needs not currently identified.

2. Metrics & Outcomes:

- **Usage Metrics** – Incorporate available data from GRG trail counters, and other available sources into a new usage/connection metric on existing and predictive modeling of greenway usage. Where GRG trail counter data is insufficient or non-existent, supplement it with analysis of other usage sources such as extended temporary data collection and anonymized region-level aggregated data.
- **Enhanced Capital Funding Analysis** – Develop enhancements to the existing processes and tools for applying metrics in the prioritization and optimization of capital budgets as well as supporting GRG’s pursuit of outside public and private funding sources.
- **Standardize Metrics Across Project Types** – Improve the relevancy and relative influence of metrics calculations when considering the footprint of different project types, specifically project features defined by areas (such as enhancements to, or maintenance on, existing greenways) vs. linear project features (such as new greenways).
- **Impact Metrics** – Demonstrate positive impacts over time that the implementation of greenways have had on communities around the region with regard to walkability scores and proportion of people in the region living within a 10-minute walk to a greenway.

3. Levels of Service:

- **Develop Greenway Segment Level of Service (LOS)** – Develop an approach to a “Level of Service” for greenways that would establish the criteria and means of measuring current user experiences against ideal user experiences. A Greenway LOS may inform promoting the experiences on greenways, prioritizing enhancements or improving maintenance of greenways, establishing goals for design criteria, and more. The LOS criteria may include the following:
 - User comfort/experience
 - User safety, both objective and perceived
 - Technology availability
 - Levels of wayfinding, promotion and/or branding
 - Infrastructure conditions
- **Pilot LOS Implementation** – After developing a draft LOS approach, pilot its initial application on select greenways to observe and refine its application.

Build Team Services

4. **CIP/Budget Project Documents** – Automate the production of individualized project reports as well as overview reports for GRG’s Capital Improvement Plan (CIP) and budget documentation and/or dashboards from GIS.
5. **Post-construction Documents Integration** – Analyze and develop an integration with the post-construction documentation tool as well as other project closeout documents.
6. **Site Control Tracking** – Develop tools which automate the identification and tracking of project land acquisitions and possibly other site control efforts such as permitting, utility coordination, O&M agreements, and various approvals.

Promote Team Services

7. **Establish Notifications** – Develop and implement map-based notices that identify if an area is under construction, closed, has known obstructions/hazards, etc. with related activity dates (when available).
8. **Incorporating Site/Betterment Projects** – To date, greenway projects displayed on public mapping are limited to those in various stages of planning, design, construction or completion. Public mapping visibility should be extended to greenway improvements (betterments), maintenance/repair, and conservation projects.
9. **Enhancing Outcomes Reporting/Promotion** – Expand the use of predicted greenway impacts, as well as post-construction and historical assessed outcomes, of completed projects in GRG’s reporting, communication, and promotion to internal and external stakeholders as well as the public. This also includes a historical analysis of influences, impacts, and outcomes since the inception of GRG in spring 2021 and the projects and initiatives GRG has completed over that time.

Sustain Team Services

10. **Condition Assessments of Pavement and Other Priority Assets** – Pavement assets are expected to have the largest fiscal impact and are therefore prioritized for the establishment of condition assessment processes, data collection, recurring inspections, and incorporation into GRG’s life-cycle costs. Consultant to provide a pavement management plan based on the condition assessment protocols and industry standards for life expectancy for specific pavement types. The fiscal impact of other assets is to be performed, and condition assessment processes and data collection established for those by priority.
11. **Capital Repair Equity Planning** – Build from other metrics, past efforts and fiscal efforts to analyze and establish an equity-based system of planning and allocation of capital repair funds across GRG’s district and among GRG’s operation and maintenance partners.
12. **Life-Cycle Costs Calculator Application** – With the availability of new Maintenance Management Plan (MMP) and asset data, as well as new maintenance protocols, the application of GRG’s life-cycle cost calculator is to be expanded with enhanced experiences, reporting and its use in communications and decision-making. This includes development of map-based selections for LCC analyses and outputs.

INSTRUCTIONS FOR PREPARING QUALIFICATIONS

Please upload one submission in .PDF format to the GRG web site at <https://greatriversgreenway.org/vendors/>. Submittals should be a maximum of 20 pages contain:

- Letter of interest that includes:
 - Summary of qualifications of the consultant, firm and/or team
 - Consultant team leader with contracting authority and project manager (if different) with email and phone contact information
 - Roles and qualifications of individual team members (if applicable)
 - Description of the firm’s ownership structure, including percentage ownership by women and minorities as well as DBE/MBE/WBE certification (if any)

- Overview of Consultant firm(s) with brief profiles of individuals assigned to this effort, including project manager and organization chart (if applicable).
- Statement of understanding of the proposed scope of work and Consultant's approach to working with Great Rivers Greenway staff. Clearly identify which scope of work items are being sought through your submittal.
- Description of Consultant's experience with local governments, park and recreation districts or other public agencies.
- Profile of three (3) projects demonstrating relevant experience working on similar efforts within the past five (5) years. These projects should include work samples of presentation and analysis maps intended for online and print reproduction. Include references with current contact information. Projects with GRG as the client are acceptable.
- Resumes of up to three individuals assigned to the effort.
- Statement of 2025-26 hourly rates or any other information related to fees and anticipated reimbursable expenses.
- 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.

It is the sole responsibility of the vendor to ensure the .PDF statement of qualifications is received in proper time. **No late proposals will be considered. No printed, faxed or verbal proposals will be accepted.**

SELECTION PROCESS

Great Rivers Greenway will assemble a review committee to evaluate all responses to this Request for Qualifications. GRG may conduct interviews of short-listed consultants. The basis for evaluating consultants shall include the ability to undertake the service, professional excellence, demonstrated experience and competence in the services to be provided by the respondent; education and experience; quality and relevance of recent or on-going relative experience; possession of the desirable qualifications listed above.

The committee may contact any or all respondents to clarify submitted information. Firms will be notified via email whether or not they have been selected for this effort.

Please review the following exhibits for additional project understanding and contractual expectations:

- Exhibit A – Great Rivers Greenway General Provisions
- Exhibit B – Great Rivers Greenway Professional Services Contract Template
- Exhibit C – Great Rivers Greenway Professional Services Invoice Cover Form

EXHIBIT A GREAT RIVERS GREENWAY GENERAL PROVISIONS

The following are standard General Provisions required by Great Rivers Greenway for all professional services contracts.

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

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

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

Preference will be given to businesses located within St. Louis City, St. Louis County or St. Charles County (Great Rivers Greenway's district), and secondarily within the state of Missouri.

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

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

Any contract awarded for this work will require the consultant to execute and deliver to GRG an affidavit confirming the consultant's enrollment in the E-Verify federal work authorization program with respect to its employees, in compliance with Section 285.530 R.S.Mo. as well as a copy of the consultant's E-Verify MOU. Consultants shall not be required to execute the affidavit and supply an E-Verify MOU copy if either (i) the compensation to be paid is \$5,000 or less, or (ii) the consultant does not have any employees (though an affidavit attesting that the Consultant has no employees will still be required).

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

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

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

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

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

Each Occurrence	\$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."

**EXHIBIT B
GREAT RIVERS GREENWAY
PROFESSIONAL SERVICES CONTRACT TEMPLATE**

**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]. 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** 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 [redacted] 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 Contractor, or of any Subcontractor or Sub-subcontractor, their employees or agents or any of them.

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

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

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

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

a. For failure to perform or for other breach of the terms of this

AGREEMENT, the **DISTRICT** may terminate by giving written notice to the **CONSULTANT**, seven (7) days prior the date of termination or,

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

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

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

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

Approved as to Form:

EXHIBIT C GREAT RIVERS GREENWAY PROFESSIONAL SERVICES INVOICE COVER FORM



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

GRG Consultant Services Invoice

	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 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!	
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			#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