



## **REQUEST FOR QUALIFICATIONS (RFQ) FOR PROJECT CONTROLS SOFTWARE**

**SUBMITTAL DUE DATE:** Thursday, December 11, 2025 by 12:00pm CST

**SUBMITTAL LOCATION:**

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

Submit qualifications via .PDF Format Only

**QUESTIONS RELATED TO THIS RFQ:**

Questions related to this request should be directed at the GRG website (link provided from RFQ access) no later than 3:00pm CST on Friday, November 14, 2025. Answers will be posted to the GRG website and emailed to all known recipients of the RFQ by Friday, November 21, 2025.

## **PART A: BACKGROUND**

The Metropolitan Park and Recreation District, d/b/a Great Rivers Greenway (“GRG”) is a regional public agency serving the City of St. Louis, St. Louis County and St. Charles County. GRG connects the St. Louis region with greenways, making it a vibrant place to live, work, and play. Great Rivers Greenway is governed by a 12-member Board of Directors and operated by a 40-member staff within five groups referred to as Build, Promote, Sustain, Administration/Finance, and the Great Rivers Greenway Foundation.

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.

The software technology selected under this RFQ will assist GRG staff and their project consultants to implement a project controls software solution for the management of GRG’s Capital Budget projects. The outcome of this RFQ will result in a contractual agreement with a selected firm for 2026 as well as future annual licensing and other costs related to the project controls software and its successful operation, functionality and integration into GRG’s other software programs. GRG’s intention is to have a software solution that supports GRG Capital Program at least for the next five (5) to ten (10) years.

All GRG greenway projects are currently managed through a Project Controls System (PCS). The entire PCS encompasses the administration, personnel, processes, procedures, documents, tools, standards, and activities that are undertaken to manage capital projects within GRG. This RFQ will provide a primary technology tool used in the PCS along with training and support post implementation.



- 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 9 to 11 of the RFQ)
- Exhibit B - Template Contract (pages 12 to 27)
- Exhibit C - Contract Invoicing Cover Template (pages 28 to 32)
- Exhibit D - Consultant Procurement Confirmation (pages 33 to 34)

## **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:
  - Summary of qualifications of the consultant, firm and/or team
  - 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
  - Statement of understanding of the proposed scope of work and consultant's approach in carrying out the scope. If the consultant proposes to significantly deviate from the suggested scope of work, provide brief description of the proposed approach and justification
  - Noting any discrepancies on contractual terms found in Exhibits A and B
- ☐ Overview of consultant firm with brief resumes of individuals typically assigned to this effort, including project manager and organization chart if needed. Please keep resumes to no more than three (3) pages per staff member. Include an organization chart if necessary.
- ☐ Description of consultant's experience with local, State and Federal governments, districts or other public agencies within the past five (5) years. This may include previous or current projects with Great Rivers Greenway.
- ☐ Profile of three (3) projects demonstrating relevant experience working on similar efforts to the RFQ's scope of work within the past five (5) years. Please keep project descriptions to no more than two (2) pages per project. Include client references with current contact information.
- ☐ Statement of current (or 2026 if known) hourly rates or any other information related to fees and anticipated reimbursable expenses.
- ☐ Description of the firm's ownership structure, including percentage ownership by women and minorities and the firm's DBE/WBE/MBE certification, if applicable. (see *Part E*).



- ☐ 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. See pages 33 and 34.

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.**

## PART C: ANTICIPATED SCOPE OF WORK

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

1. As directed by GRG, carry out all activities required to provide a software solution that achieves GRG's critical priorities noted below in Part C1 Software Function Priorities and additional priorities to be provided.
2. Conduct and participate in meetings with GRG staff in order to understand GRG's needs and execute a software solution working with GRG staff and consultants. This would include coordination with GRG's other software programs and their consultants as needed.
3. Provide recommendations, oversight and management of a software solution to be fully operational by July 2026.
4. Conduct meetings and other check-ins post software deployment to correct bug fixes and other functionality improvements.
5. Provide initial and ongoing training required for staff to become fully competent before initial launch and remain so after software upgrade releases.
6. Any additional services as needed in order to achieve implementation of the software.

## PART C1: SOFTWARE FUNCTION PRIORITIES

GRG has developed a prioritized list of functions that the short-listed firms and the recommended firm will need to provide as essential to the success of the Project Controls Software. This list is only for the high priority needs with additional prioritized functions to be provided after a short list of firms is identified.

Area	Description
Administration	Create custom project and/or activity/task fields and labels to allow the Great Rivers Greenway staff (GRG) to track and report on custom metrics



<b>Administration</b>	Available Application Programming Interface (API) for standard and custom field data import to and from other software (i.e. Abila, Microix, Geographic Information System (GIS) for example)
<b>Administration</b>	Add notes, comments, attachments, documents, or links to tasks to allow the Project Managers (PM) to store related information
<b>Administration</b>	Customizable user set-ups with access limitations based on their role to protect critical project data
<b>Communication</b>	Auto-alert when tasks/milestones have incomplete checklists to aid PM
<b>Costing and Budgeting</b>	Support planned cost and budget per activity/task and auto-total project costs to report quickly to the PM
<b>Costing and Budgeting</b>	Import/export budgets from/to Abila via API per activity/task with auto-roll up to a higher activity and overall project to allow the PM to know the official budgets easily
<b>Costing and Budgeting</b>	Import expense transactions from API to allow PMs to monitor actual costs
<b>Costing and Budgeting</b>	Develop a means of aligning Abila encumbrances to Project Management Information System (PMIS) baseline costs to allow the PM to see the amounts of encumbrances used to date and remaining balance
<b>Costing and Budgeting</b>	Auto move proposed budgets in Fiscal Year based on schedules after validations from the PM to keep accounting informed of shifting timelines for project costs
<b>Costing and Budgeting</b>	Ability to forecast and budget expenses with variable methods to change cash flows over time and ability to modify throughout project lifecycle
<b>Costing and Budgeting</b>	Maintain and track the overall program/portfolio fund pools to allow the PM to assure viability and adequacy of the projects moving into construction
<b>Costing and Budgeting</b>	Ability to forecast expenses according to manual inputs or encumbrances and analyze actuals/forecasts by fiscal year, quarter, or custom timeline (for example, grant period)
<b>Grants Management</b>	Enable encumbrance/contract line item and transaction status progress tracking of reimbursements, contract cost, actual cost, invoiced, approved, and other cost related items (especially construction line items) for the Grant Manager to monitor and control grant costs
<b>Grants Management</b>	Set up customized fields for funding requirements and compliance
<b>Grants Management</b>	Ability to create and assign multiple funding sources by fixed percentage or fixed dollar amount for forecasted contracts, scopes of work, and transactions (invoices) to be able to track local match sources for grant reporting and the ability to modify funding source throughout project lifecycle
<b>Grants Management</b>	Compare and report on planned vs. actual expenditures at the line-item and transaction level
<b>Project Initiating</b>	Create and save project templates for reuse when developing new project plans to allow some project plan elements to be standardized
<b>Reporting</b>	Perform sortings, groupings, and subtotals of project data to allow the PM to easily and quickly analyze project data they deem important



## Great Rivers Greenway

<b>Reporting</b>	Export reports to Excel, PDF, csv, etc. to give the PM and Portfolio Manager, Grants Manager and Finance Team flexibility in reporting
<b>Reporting</b>	Allow creation of custom status indicators and interface with an internal-facing dashboard to allow PMs to share critical project status information
<b>Reporting</b>	Create and customize individual dashboards to give the PM and Project Team insight for assigned projects
<b>Resource planning</b>	View and modify resource assignments with cross project resource allocation from the resource view to allow the Portfolio Manager to quickly view and/or modify workload and project assignments
<b>Risk management</b>	Set email alerts on projects, tasks, risks, to-dos, or other PMIS items to remind the PM
<b>Risk management</b>	Enter risks with description, probabilities, assignee, entry date, due date, status, plan/strategy, and "cause"/"agent" to allow GRG to recognize, respond to, and track project risks
<b>Risk management</b>	Send risk alerts to prescribed users based on certain risk fields (e.g. impact or level) to make GRG staff aware of risks and changes to risks
<b>Risk management</b>	A way to capture lessons learned risks in special area or with special designation to allow certain knowledge transfer to future projects.
<b>Scheduling</b>	A Gantt-chart feature with individual line-item entry of multiple fields and accepting roll-up of tasks to see high-level scheduling, monitor deliverables, and compare planned items versus actual results to allow PM to refine delivery estimates and graphically communicate project plans
<b>Scheduling</b>	Create and reuse preset milestones based on project stage to assure the PM provides some standardized reporting
<b>Scheduling</b>	Utilize intelligent scheduling technology to automatically shift tasks to minimize busy work by the PM
<b>Workflow</b>	Create custom checklists and/or forms for activities/tasks to restrict completion or prompt the PM to provide assurance of completion and quality
<b>Workflow</b>	Use visibility rules or 'if-then' logic on routing to provide GRG flexibility on routing
<b>Workflow</b>	Create and route forms, documents, projects, tasks, change orders or virtually any item through a workflow for approval (also address "sitting" due to absences) to streamline, provide an information repository, and minimize paperwork
<b>Workflow</b>	Import change orders in the PMIS against existing contract data (which may transfer from Abila or Contract Management Software (CMx) to allow the PM to easily view contract changes
<b>Workflow</b>	Ability to integrate with GIS

## PART D: 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 they will review the submittals and may either 1) direct select a firm to begin scope and fee discussions or 2) select a few firms to provide a demonstration of their software to GRG staff.



These software demonstrations would be scheduled for January 8 and 9, 2026 for a ninety (90) minute session, with fifty (50) minutes for the software demonstration and forty (40) minutes for questions and answers. GRG will provide template data in an Excel Spreadsheet to be used for the demonstrations. GRG will provide more details on the demonstrations closer to the date. Demonstrations will be held at the GRG offices and can be held virtually via Zoom, in person, or hybrid if desired.

Additionally, short-listed firms will be asked to provide a Sandbox Environment for GRG staff to test out software using the Template Data provided by GRG and/or other data provided by the consultant.

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 selected for the demonstration and/or selected for these services.

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

- Software that clearly demonstrates meeting GRG's needs identified in Part C: Scope of Work and Part C1: Software Functions Priorities.
- Current Client Satisfaction with firm's product and services including customer service
- Successful experience working with local, State or Federal Governments, Districts or similar agencies
- Capacity and expertise of staff assigned this project for an anticipated July 2026 deployment and training of the software for GRG use.
- Added value to the project based on unique staff experience, previous work, additional skills, approach or other factors

Upon selection of the firm, GRG will negotiate a 2026 scope of services and other terms and conditions of an agreement. If such negotiations are not successful, GRG reserves the right to begin negotiations with other firms who responded to this RFQ.

## **ANTICIPATED PROCUREMENT SCHEDULE**

Please make note of following milestone dates for consultant selection:

October 23, 2025:	GRG Issues RFQ
November 14:	Questions on this RFQ due to GRG by 3:00pm CST Submit questions via GRG website (link will be provided)
November 21:	GRG Issues Response to Questions All questions and responses will be shared among all firms who have registered for the RFQ
December 11:	Qualifications Submittals Due by 12:00pm CST
December 19:	GRG notifies firms to schedule January demonstrations (if needed). GRG will provide template data in an Excel Spreadsheet to be used for the demonstrations.



January 8, 2026:	10:00AM to 4:00PM CST (90-minute Demonstration window Exact times TBD (Virtual via Zoom, in person or hybrid).
January 9:	9:00AM to 1:30PM CST (90-minute Demonstration window Exact times TBD (Virtual via Zoom, in person or hybrid).
January 9:	Short-listed firms provide a Sandbox Environment for GRG staff to test out software using the Template Data provided and/or other data provided by consultant. GRG staff may reach out to short-listed firms during this period on questions related to the Sandbox Environment.
January 23:	GRG Selects Firm to begin scope and fee discussions.
By February 13:	Finalize scope and fee for March 2026 GRG Board Meeting.
March 10:	GRG Board of Directors Meeting to authorize 2026 contract with selected firm.

## **PART E: 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 goal of GRG, consistent with applicable law, 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), provided, however, whether or not such goals would be met shall not be a basis for awarding any contract.

GRG is interested in supporting opportunities for local businesses and residents. Preference will be given to businesses located within St. Louis City, St. Louis County or St. Charles County (Great River's 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





## **Great Rivers Greenway**

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 GRG noted in Part B of this RFQ.





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

CONSULTANT shall execute and deliver to the Metropolitan Park and Recreation District d/b/a 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 METROPOLITAN PARK AND RECREATION DISTRICT shall be named as an additional insured on all insurance policies (including umbrella coverage if used to attain required limits), the CONSULTANT's



insurance will be primary to any insurance the DISTRICT may have and the DISTRICT's insurance shall be non-contributory. A valid Certificate of Insurance naming the Metropolitan Park and Recreation District as additionally insured is required prior to contract execution.

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.

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

Each Occurrence	\$2,000,000
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An umbrella or excess liability policy may be used to attain the shown Comprehensive General Liability limits.

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

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

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

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

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

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

- 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: METROPOLITAN PARK AND RECREATION DISTRICT shall be named as an additional insured on CONSULTANT'S comprehensive general liability insurance and automobile liability insurance policies and umbrella policy if used. Such insurance shall not be cancelled without prior notification to the DISTRICT.

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

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

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

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

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



**Exhibit B: Template Contract**

**PROFESSIONAL SERVICE AGREEMENT  
(Project Controls Software and Services)**

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



## Great Rivers Greenway

otherwise consistent with the payment terms set forth 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.

Notwithstanding anything to the contrary herein, **CONSULTANT** shall submit an invoice to **DISTRICT** once per month in order to ensure timely and accurate bookkeeping and accounting by **DISTRICT**. In no event shall **CONSULTANT'S** total compensation for the **SCOPE OF WORK** exceed \$\_\_\_\_\_.

3. **Consultant's Period of Service.** The **CONSULTANT'S** services shall be performed expeditiously and consistent with the **CONSULTANT'S** professional skill and judgment, and in conformance with the time for performance set forth in the **SCOPE OF WORK**. For the sake of clarity and to avoid confusion, it is anticipated the **CONSULTANT'S** services shall begin on the date of this **AGREEMENT** and shall be completed by\_\_\_\_\_. Notwithstanding the foregoing, the **DISTRICT** shall have the right to delay the start of or suspend the **CONSULTANT'S** performance under this **AGREEMENT** on a temporary basis and for any period of time upon providing notice to the **CONSULTANT** of such delay or suspension and the reason therefor.

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



## Great Rivers Greenway

5. **Ownership of Deliverables.** All plans, drawings, schedules, reports, summaries and other documents, including those prepared in electronic form, prepared in accordance with the **SCOPE OF WORK** and related to the **PROJECT** (the “**DELIVERABLES**”) shall be and become the property of **DISTRICT**, and may thereafter be utilized by **CONSULTANT** only upon written permission of **DISTRICT**. Such written permission shall not be unreasonably withheld. Any reuse, changes, or modifications of the **DELIVERABLES** beyond that intended for this **PROJECT** without the express written consent of **CONSULTANT** will be at **DISTRICT'S** risk and without liability of **CONSULTANT**. None of the **DELIVERABLES**, handouts, or other documents or materials produced in whole or in part under this **AGREEMENT** shall be the subject of an application for copyright on behalf of **CONSULTANT** or any representatives, consultants, subcontractors, employees, or agents of **CONSULTANT**.
6. **District's Representative.** **DISTRICT** hereby designates \_\_\_\_\_ as **DISTRICT'S** representative to act on **DISTRICT'S** behalf with respect to the **PROJECT** (“**DISTRICT'S REPRESENTATIVE**”). **DISTRICT** or **DISTRICT'S REPRESENTATIVE** shall render decisions promptly to avoid unreasonable delay in the progress of **CONSULTANT'S** performance of the **SCOPE OF WORK**.
7. **Consultant's Representative.** **CONSULTANT** hereby designates \_\_\_\_\_ as **CONSULTANT'S** representative to act on **CONSULTANT'S** behalf with respect to the **PROJECT** (“**CONSULTANT'S REPRESENTATIVE**”). **CONSULTANT'S REPRESENTATIVE** shall not be



## Great Rivers Greenway

changed without **DISTRICT'S** written consent, except in the event that

**CONSULTANT'S REPRESENTATIVE** is no longer employed by

**CONSULTANT**.

8. **Standard of Care/Relationship of Parties.** No agency or employment agreement is created by this **AGREEMENT**. **CONSULTANT** shall be deemed an independent contractor for purposes of this **AGREEMENT**. Except as specifically authorized in writing, **CONSULTANT** is not authorized to bind **DISTRICT** to any contractual obligations. In addition to its obligations to perform the duties specified in this **AGREEMENT**, **CONSULTANT** shall perform its services hereunder with such professional skill and care ordinarily provided by such consultants practicing the same profession or trade in the St. Louis Metropolitan Area.
9. **Confidentiality.** During the course of performing under this **AGREEMENT**, **CONSULTANT** may become privy to information identified by **DISTRICT** as confidential, or which is otherwise considered by its nature to be confidential. **CONSULTANT** represents and warrants that it will take all steps necessary to protect such confidential information consistent with its duties hereunder.
10. **Publicity.** Unless directed otherwise by the **DISTRICT**, **CONSULTANT** shall include in all publicity generated by it concerning the **PROJECT**, and which is the subject of this **AGREEMENT**, that the **PROJECT** is "funded, in part, by the Great Rivers Greenway District."





11. **Compliance with ADA and Other Applicable Law.** **CONSULTANT** shall perform all tasks in compliance with all applicable laws, rules, regulations, ordinances, and standards, including, but not limited to, the Americans with Disabilities Act, as Amended, 42 U.S.C. § 12101 et seq., 47 U.S.C. §§225.611 and including all standards set forth in the regulations promulgated by the United States Department of Justice (2010 ADA Standards and the 2009 Draft Final Accessibility Guidelines for Outdoor Developed Areas) and Missouri's accessibility standards set out in the Missouri Revised Statutes at §8.610 et seq., as well as any modifications, amendments or update to any of these standards in effect during the term of this **AGREEMENT**. Any deviation from the requirements of this Section 11 must be approved in writing by **DISTRICT**.
12. **Indemnity/Hold Harmless.** **CONSULTANT** agrees to indemnify and hold harmless **DISTRICT**, its elected and appointed officials, officers, representatives, agents and all employees from and against any and all claims, demands, actions, damages, liability and expense, including reasonable attorneys' and other professional fees, and the expenses of such parties ("Claims"), in connection with loss of life and bodily injury and/or damage of property arising from the **SCOPE OF WORK** or **CONSULTANT'S** work and operation under this **AGREEMENT**, but only to the extent caused by the negligent acts or omissions, in whole or part, of **CONSULTANT**, its officers, agents, employees, representatives, members, consultants, and/or subconsultants. In addition to the foregoing, **CONSULTANT** shall require that any representative, agent, consultant, or subconsultant with



## Great Rivers Greenway

which it enters into any agreements or contracts to perform any work related to this **AGREEMENT** agree to hold harmless **CONSULTANT** and **DISTRICT** for any loss or damage caused in whole or in part by the negligent acts or omissions of said representative, agent, consultant, or subconsultant.

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

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



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

If required by applicable law, **CONSULTANT** shall also maintain Worker's Compensation Insurance protecting **CONSULTANT** against all claims under applicable state Workers' Compensation laws in the following limit: Statutory Limit. **CONSULTANT'S** Worker's Compensation insurance policy shall also protect **CONSULTANT** against claims for injury, disease or death of employees for which, for any reason, may not fall within the provisions of a Workers' Compensation law under an Employers Liability policy with the following limits:

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

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

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

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



- a. For failure to perform or for other breach of the terms of this **AGREEMENT**, **DISTRICT** may terminate by giving written notice to **CONSULTANT**, seven (7) days prior the date of termination or,
- b. Without cause, either party may terminate by giving written notice to the other thirty (30) days prior to the date of termination.

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

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

**DISTRICT**

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

**CONSULTANT**

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## Great Rivers Greenway

16. **Waiver.** The failure of one party to require performance of any provision of this **AGREEMENT** shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this **AGREEMENT** constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
17. **Controlling Law/Venue.** This **AGREEMENT** shall be interpreted in accordance with the laws of the State of Missouri. Any legal proceedings brought hereunder shall be brought in the Circuit Court of St. Louis City, Missouri or in the event of Federal jurisdiction, in the United States District Court, Eastern District of Missouri.
18. **Attorney Fees and Costs.** In the event that **DISTRICT** shall institute litigation or be named as a party to any litigation to enforce or interpret the provisions of this **AGREEMENT**, and **DISTRICT** shall be successful in whole or part in the prosecution or defense of such litigation, **CONSULTANT** shall pay all costs, expenses and reasonable fees incurred or paid by the **DISTRICT** in connection with such litigation.
19. **E-Verify Affidavit.** Concurrently with execution of this **AGREEMENT**, **CONSULTANT** shall execute and deliver to **DISTRICT** the affidavit attached hereto as Exhibit C confirming **CONSULTANT'S** enrollment in a federal work authorization program with respect to its employees, in compliance with Section 285.530 R.S.Mo, along with documentation that **CONSULTANT** is currently enrolled in a federal work authorization program, such as a current E-Verify



## Great Rivers Greenway

memorandum of understanding. **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 C because **CONSULTANT** has no employees, **CONSULTANT** shall instead execute and deliver to **DISTRICT** concurrently with execution of this **AGREEMENT** an affidavit attesting that **CONSULTANT** has no employees.

20. **Anti-Discrimination Against Israel Act.** Concurrently with execution of this **AGREEMENT**, **CONSULTANT** shall execute and deliver to **DISTRICT** the affidavit attached hereto as Exhibit D 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 D 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.



## Great Rivers Greenway

21. **Warranties and Representations of Consultant.** **CONSULTANT** hereby represents, warrants, and covenants to **DISTRICT** that: (1) it has the lawful power and authority to enter into this **AGREEMENT**; (2) acting through its duly authorized officers or representative it has duly authorized the execution of this **AGREEMENT**; and (3) neither the execution nor the fulfillment of or compliance with the terms hereof, conflicts with or results in a breach of the terms, conditions or provisions of any restriction, agreement, or instrument to which **CONSULTANT** is now a party or by which it is bound.
22. **Conflict.** In the event of any conflict or inconsistency between the provisions of the body of this **AGREEMENT** and the exhibits attached hereto, the provisions of the body of this **AGREEMENT** shall control and govern.
23. **Integration.** This **AGREEMENT** represents the entire integrated agreement between the **DISTRICT** and the **CONSULTANT**, and supersedes all prior negotiations, representations or agreements, either written or oral.
24. **Amendment.** This **AGREEMENT** may be amended only by written instrument signed by both the **DISTRICT** and the **CONSULTANT**.
- WHEREFORE**, the parties have set their hands the day and date first above written.





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

<p>Approved as to form:</p>   <p>_____</p> <p>Husch Blackwell LLP</p>
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**Template Contract EXHIBIT A**  
**SCOPE OF WORK**



**Template Contract EXHIBIT B**  
FEE SCHEDULE



**Template Contract EXHIBIT C**

**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:** \_\_\_\_\_



**Template Contract EXHIBIT D**

**Affidavit of Compliance with Anti-Discrimination Against Israel Act (Section 34.600)**

**For all Agreements in excess of \$100,000.  
Effective August 28, 2020**

STATE OF \_\_\_\_\_)  
\_\_\_\_\_) ss.

COUNTY OF \_\_\_\_\_)

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

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

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

Signature \_\_\_\_\_

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**My commission expires:** \_\_\_\_\_



**RFQ for Real Estate Acquisition and Relocation Services**

**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="width: 60%;">Invoice Date:</td> <td style="width: 40%; text-align: center;">From Date</td> </tr> <tr> <td>Received Date:</td> <td style="text-align: center;">To Date</td> </tr> <tr> <td>Invoice Number:</td> <td></td> </tr> <tr> <td>Billing From Date:</td> <td></td> </tr> <tr> <td>Billing Through Date:</td> <td></td> </tr> </table> <p style="text-align: right; color: green; font-weight: bold; margin-top: 10px;"> <i>Revised August 2021</i> </p>				Invoice Date:	From Date	Received Date:	To Date	Invoice Number:		Billing From Date:		Billing Through Date:	
Invoice Date:	From Date														
Received Date:	To Date														
Invoice Number:															
Billing From Date:															
Billing Through Date:															

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	



**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

Maximum Amount for ESC:		\$0.00
<b>Section 2: Billing Summary</b>		
Total Consultant Personnel (see Section 3)		Note \$0.00
Total Reimbursable Expenses (see Section 3)		Note \$0.00
Total Sub-Consultant Costs (see Section 3)		Note \$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	
<b>Section 3: Project Cost Breakdown (Consultant may attach separate sheet(s) in lieu of this section)</b>		

**CONSULTANT PERSONNEL**

Scope Task	Employee/Employee Role	HOURS	RATE	AMOUNT
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00





### **REIMBURSABLE EXPENSES**

## SUB-CONSULTANTS

30

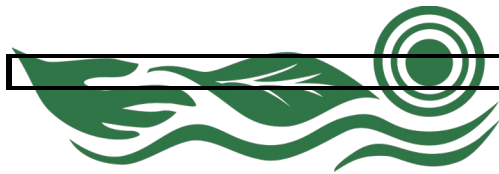


**GRG Consultant Services Invoice**

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

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

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



**Great Rivers Greenway**

MBE/WBE % Met to Date	#DIV/0!
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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:
  - Summary of qualifications of the consultant, firm and/or team
  - 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
  - Statement of understanding of the proposed scope of work and consultant's approach in carrying out the scope. If the consultant proposes to significantly deviate from the suggested scope of work, provide description of the proposed approach and justification.
  - Noting any discrepancies on contractual terms found in Exhibits A and B
- ☐ Overview of consultant firm(s) with brief resumes of individuals assigned to this effort, including project manager and organizational chart if needed. Please keep resumes to three (3) pages per staff member. Include an organization chart if necessary.
- ☐ Overview of consultant firm with brief resumes of individuals typically assigned to this effort, including project manager and organization chart if needed. Please keep resumes to no more than three (3) pages per staff member. Include an organization chart if necessary.
- ☐ Profile of three (3) projects demonstrating relevant experience working on similar efforts within the past five (5) years. It is acceptable if the projects were for GRG. Please keep project descriptions to no more than two (2) pages per project. Include references with current contact information.
- ☐ Statement of current (or 2026 if known) hourly rates or any other information related to fees and anticipated reimbursable expenses.
- ☐ Description of the firm's ownership structure, including percentage ownership by women and minorities and the firm's DBE/WBE/MBE certification, if applicable. (see *Part E*).
- ☐ 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: \_\_\_\_\_