



REQUEST FOR BIDS
For
Portable Restroom Service
For
Great Rivers Greenway

SUBMITTAL DUE DATE: February 23, 2026
12:00 P.M. Central Standard Time

SUBMITTAL LOCATION: Great Rivers Greenway
3745 Foundry Way Suite 253
Saint Louis, MO 63110

Questions or information related to this request should be directed to:
Dee Van Huss, Greenway Operations Supervisor
dvanhuss@grgstl.org

BACKGROUND

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

Great Rivers Greenway is soliciting bids from firms competent in providing services for the rental and service of portable restrooms located on greenways and for use of restrooms during special events as needed. The District is soliciting bids for a period of three years (2026 – 2028).

SCOPE OF SERVICES

SEASONAL RESTROOM RENTAL AND SERVICE

The District is seeking the rental and services of portable restrooms on the following locations. (Maps Exhibit A) Standard of care within portable restrooms is to pump out the tank and remove any debris or trash within the restroom. Clean all surfaces, replace toilet paper, refill hand sanitizer and ensure locking mechanisms are functional if necessary.

- Mississippi Greenway: Riverfront Trail: Old Chain of Rocks Bridge: two times weekly service
- Mississippi Greenway: Mary Meachum Freedom Center: Weekly Service
- St. Vincent Greenway: Trojan Park: two times weekly service
- Busch Greenway: Duckett Creek Trailhead: weekly service
- Centennial Greenway: MODOT Page Extension Parking Lot: Weekly Service

For the Mississippi Greenway: Riverfront Trail restrooms shall be handicap accessible and contain dispensers for hand sanitizer. Two (2) accessible restrooms shall be located at Old Chain of Rocks Bridge Parking lot located at 10820 Riverview Drive (see enclosed map). One (1) accessible restroom shall be located at Mary Meachum Freedom Center. One (1) standard with urinal and one (1) accessible portable restrooms at Trojan Park in Wellston, MO. One (1) standard with urinal at Duckett Creek Trailhead and one (1) Accessible at the MODOT Page Extension parking lot in St. Charles, MO.

| Site | Type | WEEKLY SERVICE | TWICE WEEKLY SERVICE |
|-----------------------------|------------|--|---|
| Chain of Rocks Park | ACCESSIBLE | NOVEMBER, DECEMBER, JANUARY, FEBRUARY | MARCH, APRIL, MAY, JUNE, JULY, AUGUST, SEPTEMBER, OCTOBER |
| | ACCESSIBLE | NOVEMBER, DECEMBER, JANUARY, FEBRUARY | MARCH, APRIL, MAY, JUNE, JULY, AUGUST, SEPTEMBER, OCTOBER |
| Trojan Park | ACCESSIBLE | NOVEMBER, DECEMBER, JANUARY, FEBRUARY | MARCH, APRIL, MAY, JUNE, JULY, AUGUST, SEPTEMBER, OCTOBER |
| | STANDARD | NOVEMBER, DECEMBER, JANUARY, FEBRUARY | MARCH, APRIL, MAY, JUNE, JULY, AUGUST, SEPTEMBER, OCTOBER |
| Duckett Trailhead | STANDARD | NOVEMBER, DECEMBER, JANUARY, FEBRUARY | MARCH, APRIL, MAY, JUNE, JULY, AUGUST, SEPTEMBER, OCTOBER |
| MODOT Page Extension lot | ACCESSIBLE | JANUARY, FEBRUARY, MARCH, APRIL, MAY, JUNE, JULY, AUGUST, SEPTEMBER, OCTOBER, NOVEMBER, DECEMBER | |
| Mary Meachum Freedom Center | ACCESSIBLE | JANUARY, FEBRUARY, MARCH, APRIL, MAY, JUNE, JULY, AUGUST, SEPTEMBER, OCTOBER, NOVEMBER, DECEMBER | |

| SITES | | 1x CLEANING | 2 X CLEANING | ANNUAL |
|-----------------------------|------------|-------------|--------------|--------|
| Chain of Rocks Park | ACCESSIBLE | | | |
| | ACCESSIBLE | | | |
| Trojan Park | ACCESSIBLE | | | |
| | STANDARD | | | |
| Duckett Trailhead | STANDARD | | | |
| MODOT Page Extension lot | ACCESSIBLE | | | |
| Mary Meachum Freedom Center | ACCESSIBLE | | | |
| TOTAL | | | | |

The District shall reserve the right to increase or decrease the number of rentals based on the unit price per rental. Service drivers will be required to provide contact information and will be issued a key to access the sites for service visits. Keys shall be returned to the District upon the termination of the service agreement.

SPECIAL EVENTS

The District is seeking a rental and service rate for restrooms, both handicap accessible and non-accessible, and hand washing stations on an as needed basis at various locations throughout the District’s jurisdiction. Please include per unit rates for restroom, hand washing stations, hand sanitizer stations and dispensers, service fees and delivery.

| Special Event Daily Pricing | | | |
|-----------------------------|------------|----------|---------------------|
| | ACCESSIBLE | STANDARD | HANDWASHING STATION |
| Delivery | | | |
| Pick up | | | |

Other rentals or services provided by the vendor not listed here may be included in the bid proposal.

BID INSTRUCTIONS

1. A bid shall include, but not be limited to:
 - i. The name and address of the vendor.
 - ii. Pricing of services per specification. Please include per unit monthly rates for restroom, hand washing stations, hand sanitizer stations and dispensers, service fees, winterization fees and delivery.
 - iii. Any additional services provided and rates.
 - iv. Date of availability.
2. The Contract Award will be based on the lowest total price meeting specifications.
3. Questions regarding this bid are to be sent via email no later than February 18, 2026 at 5:00 p.m. C.S.T. to Dee Van Huss, Great Rivers Greenway Operations Supervisor: dvanhuss@grgstl.org. Responses shall be issued no later than February 20, 2026 at 5:00 p.m. C.ST.
4. Bid Submittal: Bid due date is February 23, 2026 12:00 p.m. CST. No late submittals will be accepted.
5. Deliver one (1) hard paper copy proposal delivered via hand or mail. The District invites bids on the appropriate form attached hereto, all blanks of which must be filled. Bids will be received in the office of the District no later than the time and date indicated in the "Invitation to Bid," at which time the District will be publicly opened and read aloud at the Great Rivers Greenway office in the Missouri Room. Any Bid received after above-stated closing time will not be accepted and will be returned unopened. Each bid must be submitted in a sealed opaque envelope, addressed to:



Dee Van Huss, Greenway Operations Supervisor
Great Rivers Greenway
3745 Foundry Way Suite 253
Saint Louis, MO 63110

Bid envelope shall be marked in upper left-hand corner with the name of firm submitting Bid, and in lower left-hand corner envelope shall be marked:

"SEALED BID for PORTABLE RESTROOM SERVICE FOR GREAT RIVERS GREENWAY."

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

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

6. General Description: To provide The District with rental and service rate for restrooms, both handicap accessible and non-accessible, and hand washing stations on an as needed basis at various locations throughout the District's jurisdiction. Please include per unit rates for restroom, hand washing stations, hand sanitizer stations and dispensers, service fees and delivery. The bidder may offer any product that meets or exceeds the applicable specifications. The bidder must demonstrate comparability, by including appropriate catalog materials, literature, specifications, test data, etc. The District shall determine in its sole discretion whether a product is acceptable as an equivalent.

BID AWARD

District staff will review and evaluate all responses to the Request for Bids. Staff may contact any or all respondents to clarify submitted information. The contract will be awarded to the lowest responsible and responsive bidder whose bid meets the requirements of the invitation for bids. Firms will be notified in writing via electronic mail or letter once the committee has reviewed all materials and selected a candidate.

Important Considerations

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

This Request for Bids does not obligate the District to pay any costs incurred by any respondent in the submission of proposal or in making necessary studies or design for the preparation thereof, or for procuring or contracting for the services to be furnished under this request for proposals. The District will give preference to firms located in the District (St. Louis City, St.



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Louis County and/or St. Charles County) and secondly, in the State of Missouri, when other considerations are equal.

RESPONSES DUE

Submittals are due at 12:00 PM Central Standard Time on Monday February 23 2026.

All proposals delivered after the due date and time will not be considered. It shall be the responsibility of the respondent to insure their submittal has been received by the District prior to the deadline date and time. It should not be assumed by the respondent that their Proposal envelope sent by US mail, UPS, FedEx or any other carrier will be in the correct hands by the Proposal deadline. Be sure to mark the outside of the submittal envelope with the appropriate project manager name and project name.

QUESTIONS

Questions regarding this bid are to be sent via email no later than February 18, 2026 at 5:00p.m. C.S.T. to Dee Van Huss, Greenway Operations Supervisor : dvanhuss@grgstl.org. Responses shall be issued no later than February 20, 2026 at 5:00 p.m. C.S.T.



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EXHIBIT A
OLD CHAIN OF ROCKS BRIDGE PARKING LOT





Great Rivers Greenway

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Trojan Park
6154 Etzel Ave. Wellston, MO





Great Rivers Greenway

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Busch Greenway Duckett Creek Trailhead





Centennial Greenway: MODOT Page Extension Parking Lot





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Mary Meachum Freedom Center





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SERVICE RATES

| SITE | TYPE | WEEKLY SERVICE | TWICE WEEKLY SERVICE |
|------------------------------|------------|--|---|
| Chain of Rocks Park | ACCESSIBLE | NOVEMBER, DECEMBER, JANUARY, FEBRUARY, | MARCH, APRIL, MAY, JUNE, JULY, AUGUST, SEPTEMBER, OCTOBER |
| | ACCESSIBLE | NOVEMBER, DECEMBER, JANUARY, FEBRUARY, | MARCH, APRIL, MAY, JUNE, JULY, AUGUST, SEPTEMBER, OCTOBER |
| Trojan Park | ACCESSIBLE | NOVEMBER, DECEMBER, JANUARY, FEBRUARY, | MARCH, APRIL, MAY, JUNE, JULY, AUGUST, SEPTEMBER, OCTOBER |
| | STANDARD | NOVEMBER, DECEMBER, JANUARY, FEBRUARY, | MARCH, APRIL, MAY, JUNE, JULY, AUGUST, SEPTEMBER, OCTOBER |
| Duckett Trailhead | STANDARD | NOVEMBER, DECEMBER, JANUARY, FEBRUARY, | MARCH, APRIL, MAY, JUNE, JULY, AUGUST, SEPTEMBER, OCTOBER |
| MODOT Page Extention lot | ACCESSIBLE | JANUARY, FEBRUARY, MARCH, APRIL, MAY, JUNE, JULY, AUGUST, SEPTEMBER, OCTOBER, NOVEMBER, DECEMBER | |
| Mary Meachum Freedom Center | ACCESSIBLE | JANUARY, FEBRUARY, MARCH, APRIL, MAY, JUNE, JULY, AUGUST, SEPTEMBER, OCTOBER, NOVEMBER, DECEMBER | |
| | | | |
| SPECIAL EVENT PRICING | | | |
| | ACCESSIBLE | STANDARD | HANDWASHING STATION |
| Delivery | | | |
| Pick up | | | |

| SITES | | 1x CLEANING | 2 X CLEANING | ANNUAL |
|-----------------------------|------------|-------------|--------------|--------|
| Chain of Rocks Park | ACCESSIBLE | | | |
| | ACCESSIBLE | | | |
| Trojan Park | ACCESSIBLE | | | |
| | STANDARD | | | |
| Duckett Trailhead | STANDARD | | | |
| MODOT Page Extention lot | ACCESSIBLE | | | |
| Mary Meachum Freedom Center | ACCESSIBLE | | | |
| TOTAL | | | | |



**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 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: _____

SAMPLE CONTRACT

AGREEMENT WITH _____.

(PORTABLE RESTROOM SERVICES)

THIS AGREEMENT (“AGREEMENT”) is made and entered into this

day of February 28, 2026 by and between the **METROPOLITAN PARK AND RECREATION DISTRICT d/b/a THE GREAT RIVERS GREENWAY DISTRICT**, a corporate and political subdivision of the State of Missouri (hereinafter the “**DISTRICT**”) and [XXXXXXXXXX] (hereinafter the “**CONSULTANT**”).

1. **Scope of Work.** The **CONSULTANT** agrees to perform the services described in Exhibit A, which is attached hereto and incorporated herein by reference (the “**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 (\$XX.XX) for the **SCOPE OF WORK**. The payment of this sum shall be made (i) in accordance with a written invoice submitted by the **CONSULTANT** detailing the work performed, the person or persons performing the work, the detailed fees and costs therefor grouped by subproject code as indicated by **DISTRICT** staff, and the percentage of the **SCOPE OF WORK** that



has been completed at the time of invoicing, and (ii) otherwise in accordance with the payment terms set forth in the attached **SCOPE OF WORK**, if any. Notwithstanding anything to the contrary contained 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 under this **AGREEMENT** exceed \$XXXX.

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**. The **CONSULTANT'S** period of service shall commence on the date set forth above and shall continue through December 31, 2028.

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. **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**.

5. **Meetings.** **CONSULTANT** shall meet with **DISTRICT** as and when requested by **DISTRICT**. **CONSULTANT** shall also meet and coordinate with the Street Department of the City of St. Louis and the Parks Department of the City of St. Louis to the extent necessary to complete the work under this **AGREEMENT**.

6. **District's Representative.** **DISTRICT** hereby designates Dee Van Huss 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 (consultant representative name) as **CONSULTANT'S** representative to act on **CONSULTANT'S** behalf with respect to the **PROJECT** ("**CONSULTANT'S REPRESENTATIVE**"). **CONSULTANT'S REPRESENTATIVE** shall not be changed without **DISTRICT'S** prior written consent, except in the event that **CONSULTANT'S REPRESENTATIVE** is no longer employed by **CONSULTANT**, in which event **CONSULTANT** shall immediately notify **DISTRICT** in writing of the



new **CONSULTANT'S REPRESENTATIVE**.

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**. With regard to any work under this **AGREEMENT** involving a trail, trailhead, or any other property owned, leased, operated, or governed by the Missouri Department of Transportation (“**MoDOT**”), **CONSULTANT** will comply with all requirements of that agency pertaining to this **AGREEMENT**. **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. Any deviation from the requirements of this **Section 11** must be approved in writing by **DISTRICT**.

12. **Permits, Fees, and Licenses.** **CONSULTANT** shall be responsible for securing and paying for all permits, fees, and licenses necessary for the proper execution and completion of the **SCOPE OF WORK**. **CONSULTANT** shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority relating to the performance of the **SCOPE OF WORK**.

13. **Indemnity/Hold Harmless.** **CONSULTANT** agrees to indemnify and hold harmless **DISTRICT**, its elected and appointed officials, officers, representatives, agents and all employees from and against any and all claims, demands, actions, damages, liability and expense, including reasonable



attorneys' and other professional fees, and the expenses of such parties (“Claims”), in connection with loss of life and bodily injury and/or damage of property arising from the **SCOPE OF WORK** or **CONSULTANT’S** work and operation under this **AGREEMENT**, but only to the extent caused by the negligent acts or omissions, in whole or part, of **CONSULTANT**, its officers, agents, employees, representatives, members, consultants, and/or subconsultants. In addition to the foregoing, **CONSULTANT** shall require that any representative, agent, consultant, or subconsultant with which it enters into any agreements or contracts to perform any work related to this **AGREEMENT** agree to hold harmless **CONSULTANT** and **DISTRICT** for any loss or damage caused in whole or in part by the negligent acts or omissions of said representative, agent, consultant, or subconsultant.

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

14. **Insurance.** **CONSULTANT** shall maintain comprehensive general liability insurance, automobile liability insurance, and property liability insurance with liability limits of not less than \$3,000,000.00 for injury to or death of one or more persons in any one occurrence and \$3,000,000.00 for damage or destruction to property in any one occurrence prior to executing this **AGREEMENT**. **DISTRICT** shall be named as an additional insured on **CONSULTANT’S** comprehensive general liability insurance, automobile liability

insurance, and property liability insurance policies. Such insurance shall not be cancelled without prior notification to the **DISTRICT**.

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 14**.

15. **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.

16. **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

CONSULTANT

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

17. **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.

18. **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 the City of St. Louis,

Missouri or in the event of Federal jurisdiction, in the United States District Court, Eastern District of Missouri.

19. **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.

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

21. **Anti-Discrimination Against Israel Act.** Concurrently with execution of this **AGREEMENT**, **CONSULTANT** shall execute and deliver to **DISTRICT** the affidavit attached hereto as Exhibit C confirming that **CONSULTANT** is not

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

22. **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.

23. **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.

24. **Integration.** This **AGREEMENT** represents the entire integrated agreement between the **DISTRICT** and the **CONSULTANT**, and supersedes all



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prior negotiations, representations or agreements, either written or oral.

25. **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.

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