Great Rivers Greenway

REQUEST FOR BID

For

Gwen Giles Park Fence Replacement

SUBMITTAL DUE DATE: December 10th, 2026
2:00 P.M. Prevailing Central Time

SUBMITTAL LOCATION: Great Rivers Greenway
ATTN: Gil Thomas
3745 Foundry Way Suite 253
St. Louis, MO 63110

Questions or information related to this request should be directed to:
Gil Thomas, Project Manager
gthomas@grgstl.org

BACKGROUND

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 seeking bids for the removal and replacement of around 155 feet of chain link fence and gate along the southern property line of Gwen Giles Park in the City of St. Louis.

Issue Date: November 5th, 2026

Great Rivers Greenway

SPECIFICATIONS

Removal of around 155' of existing chain link fence and gate along with overgrown vegetation. Install of 6' tall, galvanized, chain link fence with a 12' wide double man gate. All shall include three (3) barbed wire strands extended 1' above to match existing fence on the property. See **Exhibit A** for scope, location information, further specifications and bid table.

INSTRUCTIONS FOR SUBMITTING A BID

i. The name and address of the vendor.

ii. Pricing per specifications.

iii. Date of availability.

The vendor shall complete the attached Bid form (Form GRG 1). Blank forms shall not be accepted, and the bid will not be evaluated. Questions regarding the specifications or bid process should be submitted for review and response by The District as early as possible in the bidding process.

The Contract Award will be based on the lowest and best bid meeting specifications.

Questions regarding this bid are to be sent via email no later than November 20th, 2026 at 5:00 p.m. prevailing central time to Gil Thomas, Project Manager, gthomas@grgstl.org. Responses shall be issued no later than December 1st, 2026 to all known plan holders who provided information when downloading the bid packet from the District website.

Bid Submittal

Bid due date is December 10th, 2026 at 2:00 P.M. prevailing central time. No late submittals will be accepted.

Deliver one (1) sealed hard copy submittal via mail to the address below. 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." Any bid received after above-stated closing time will not be accepted. It is the responsibility of the bidding party to ensure the bid has arrived at the District office by the deadline. Bids delivered in person or via mail must be submitted in a sealed opaque envelope. Bid envelope shall be marked in upper left-hand corner with the name of firm submitting the bid, and in lower left-hand corner envelope shall be marked "Gwen Giles Park Fence Replacement".

Bids to be addressed to:

Great Rivers Greenway

Gil Thomas, Project Manager
Great Rivers Greenway
3745 Foundry Way suite 253
St. Louis, MO 63110

All bids received on time by the District will be publicly opened from the GRG Missouri room and online via Zoom; https://us02web.zoom.us/j/84147760575?pwd=GZr5Riuy02GSyCrHIasdcqW63ILiql.1&from=addon.

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.

Bid results will be posted on the District website following bid opening. Bidders will be notified by email once a contractor is selected for the project.

GENERAL PROVISIONS

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

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 a bid 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 bids. The District will give preference to firms located in the District (St. Louis City, St. Louis County and/or St. Charles County) and secondly, in the State of Missouri, when other considerations are equal.

Prospective consultants shall assure the District that they will comply with The Americans with Disabilities Act of 1990 and Revised ADA Regulations Implementing Title II and Title III, which

prohibit discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.) and 2010 ADA standards for Accessible Design.

Any contract awarded pursuant to this Request for Bid shall require the consultant to execute and deliver to the District 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 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).

Any contracts awarded pursuant to this Request for Proposal will require the contracting company to execute and deliver to the District an affidavit certifying that the company 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 has less than 10 employees (though an affidavit attesting that the company 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.

The District intends to utilize the contract form attached hereto and incorporated as Exhibit B. Consultants should address any material variances from the contract form's terms in their proposal, including but not limited to any proposed variances to the insurance and indemnification provisions. Any contract(s) awarded under this RFB will require consultants to meet the insurance requirements stipulated by the contract.

Great Rivers Greenway

GRG FORM 1

To: The Great Rivers Greenway District

I, _____, representing
Print Name

_____
Company Name **Phone Number**

_____
Address **City** **State** **ZIP**

Submits the following bid for this project with exceptions as noted:

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization	1	LS		
2	Site preparation and protection of concrete wall, adjoining property, and drainage	1	LS		
3	Remove and dispose of existing fence, posts, gates, and components	1	LS		
4	Furnish and install 6-foot galvanized chain link fence with posts, anchorage, rails, fittings, and three barbed wire strands 1 foot above	155	LF		
5	Final cleanup and site restoration, maintaining grades and drainage	1	LS		
				TOTAL BASE BID	

Bid Price (including delivery charges) $ _____

_____ dollars

Availability Date : _____

Signed, _____

_____
Print name

Great Rivers Greenway

Exception Sheet

If the item(s) and/or services proposed in the response to this bid is in any way different from that contained in this proposal or bid, the bidder is responsible to clearly identify all such differences in the space provided below. Otherwise, it will be assumed that the bidder's offer is in total compliance with all aspects of the proposal or bid.

Below are the exceptions or differences to the stated specifications (attach additional sheets as needed):

Date: _____

Signature: _____

Title: _____

Company: _____

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Exhibit A – Location, Specifications and Bid Table

Location:

Section of fence at the adjoining property line of 924 Hodiamont Avenue (Gwen Giles Park) and 900 Hodiamont Avenue.



Great Rivers Greenway



Image locations shown above and labeled on images below.

Great Rivers Greenway

1



2



Great Rivers Greenway

3



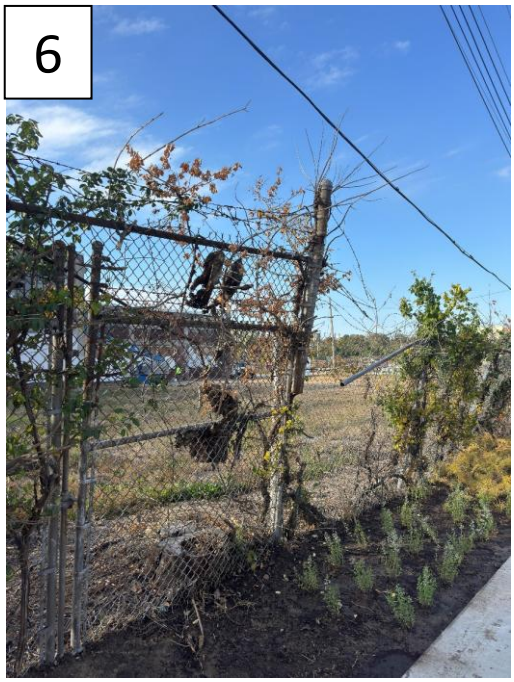
4

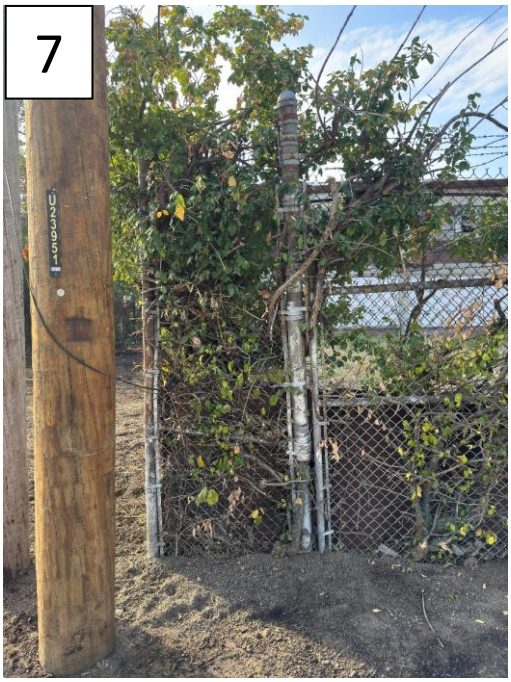


5



Great Rivers Greenway





Site Conditions:

Existing fence is on the property line of 900 Hodiamont Ave and privately owned. GRG shall enter into an access and construction agreement with the owner if a bid is accepted.

The existing fence runs on top and along an existing concrete wall that is not to be heavily disturbed. New fence shall be placed just south of this wall, existing fence posts within the wall shall be cut down to grade and filled then compacted, finished product to be free of any safety hazard. New plantings in Gwen Giles Park shall be preserved and protected by all means necessary. Grades shall be carefully maintained to not allow for drainage from the park into 900 Hodiamont Avenue.

Scope & Specifications:

~155’ of linear fence to be removed and replaced. Length is inclusive of existing gates. Project shall replace fencing from northwest corner to northeast corner. Access points are not to be maintained, gates need to be removed but not replaced. Contractor is responsible for proper disposal and haul away of removed materials.

Fence shall be representative of existing type, emulating the fence to be left in place on the east and west sides of the property. The fencing shall be 6’ tall with three (3) rows of

barbed wire above, angled inwards. Materials shall be commercial grade, galvanized steel.

Bid Table:

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization	1	LS		
2	Site preparation and protection of concrete wall, adjoining property, and drainage	1	LS		
3	Remove and dispose of existing fence, posts, gates, and components	1	LS		
4	Furnish and install 6-foot galvanized chain link fence with posts, anchorage, rails, fittings, and three barbed wire strands 1 foot above	155	LF		
5	Final cleanup and site restoration, maintaining grades and drainage	1	LS		
				TOTAL BASE BID	



Exhibit B: Draft Contract

SERVICE AGREEMENT
(Hodiamont Greenway)

THIS AGREEMENT ("**AGREEMENT**") is made and entered into this ___ day of _____, 20__ by and between the **METROPOLITAN PARK AND RECREATION DISTRICT d/b/a THE GREAT RIVERS GREENWAY DISTRICT** (hereinafter the **"DISTRICT"**) and _____ (hereinafter the **"SERVICE PROVIDER"**).

1. **Scope of Work.** The **SERVICE PROVIDER** agrees to perform the services related to fence replacement, 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**, the **SERVICES**, or the **WORK**.

2. **Compensation.**

a. The **DISTRICT** shall pay to the **SERVICE PROVIDER** a total sum not to exceed _____ Dollars ($_____) (the "**CONTRACT SUM**"), subject to annual appropriation by the **DISTRICT'S** Board of Directors, for the **SCOPE OF WORK**. The payment of the **CONTRACT SUM** shall be made (i) in accordance with a written invoice submitted by the **SERVICE PROVIDER**, under an

accompanying standard GRG Consultant Services Invoice Coversheet, detailing the work to be performed, the person or persons performing the work, the detailed fees and costs therefor and the percentage of the **SCOPE OF WORK** that has been completed at the time of invoicing, and (ii) otherwise consistent with the payment terms set forth in Exhibit 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, **SERVICE PROVIDER** 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 **SERVICE PROVIDER'S** total compensation for the **SCOPE OF WORK** exceed $_____. **DISTRICT** shall have the right to withhold, as retainage, five percent (5%) of each progress payment. In the event of a dispute with regard to any item included in an application for payment, **DISTRICT** shall make payment for items not disputed and shall have the right to withhold from payment the amount of such disputed item while the parties attempt to resolve the dispute.

b. <u>Progress Payments and Final Payment.</u> Based upon applications for payment submitted by **SERVICE PROVIDER** to **DISTRICT** and approved by **DISTRICT**, **DISTRICT** shall make progress payments to **SERVICE PROVIDER** as provided in this paragraph. Each application for payment shall include both **SERVICE PROVIDER**'s and subcontractors' invoices for the applicable time periods, **SERVICE PROVIDER**'s and subcontractors' certified payrolls, and any other information which **DISTRICT** may reasonably require. **DISTRICT** shall not be obligated to pay for labor not yet performed or materials not yet delivered to the **PROJECT** site and properly secured to prevent theft. If **SERVICE PROVIDER** timely and properly submits complete applications for payment to **DISTRICT**, then, to the extent approved by **DISTRICT**, **DISTRICT** shall pay **SERVICE PROVIDER** based upon such applications within thirty (30) days of **DISTRICT'S** approval. **DISTRICT** shall have the right to withhold, as retainage, up to five percent (5%) of each progress payment. In the event of a dispute with regard to any item included in an application for payment, **DISTRICT** shall make payment for items not disputed and shall have the right to withhold from payment the amount of such disputed item while the parties attempt to resolve the dispute. Final payment, constituting the

entire unpaid balance of the **CONTRACT SUM**, shall be made by **DISTRICT** to **SERVICE PROVIDER** when: (i) **SERVICE PROVIDER** has fully performed the **WORK**, and (ii) a final application for payment has been submitted by **SERVICE PROVIDER** and approved by **DISTRICT**. **DISTRICT**'s final payment to **SERVICE PROVIDER** shall be made no later than thirty (30) days after **DISTRICT**'s receipt and approval of the properly submitted and complete final application for payment. The final application for payment shall be accompanied by: (1) any maintenance and operating manuals; (2) properly executed and notarized final lien waivers of **SERVICE PROVIDER**, subcontractors and suppliers, in customary form acceptable to the **DISTRICT**; (3) assignments of all guarantees and warranties from subcontractors, **SERVICE PROVIDER**s, suppliers or manufacturers, if any; and (4) a list of the names, addresses and telephone numbers of all subcontractors and any other personnel providing guarantees and warranties. Notwithstanding anything contained herein to the contrary, **DISTRICT** may withhold payment on account of defective **WORK** not remedied, claims filed by third parties relating to the **WORK**, failure of **SERVICE PROVIDER** to pay subcontractors or to pay for labor, material, or equipment, damage to **DISTRICT** or another person or entity caused by



SERVICE PROVIDER, subcontractors, or material suppliers, or protection of **DISTRICT** from loss of any kind

3. **Service Provider's Period of Service.** The **SERVICE PROVIDER'S** services shall be performed expeditiously and consistent with the **SERVICE PROVIDER'S** 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 **SERVICE PROVIDER'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 **SERVICE PROVIDER'S** performance under this **AGREEMENT** on a temporary basis and for any period of time upon providing notice to the **SERVICE PROVIDER** of such delay or suspension and the reason therefor.

4. **Liquidated Damages.** In the event **SERVICE PROVIDER** has not completed the **PROJECT** by the completion date set forth in Section 3 hereof, **DISTRICT** will suffer damages that are extremely difficult and impractical to precisely compute, and therefore **SERVICE PROVIDER** and **DISTRICT** agree that **SERVICE PROVIDER** shall pay to **DISTRICT**, or have deducted from any remaining portions of the **CONTRACT SUM**, not as a penalty but as liquidated damages, the amount of One-Hundred Dollars ($100.00) for each and every calendar day the **WORK** has not been completed beyond the afore-stated date.



DISTRICT acknowledges that the foregoing liquidated damages shall not apply to the extent the delay in achieving completion of the **WORK** by the afore-stated date arises from (1) unforeseeable causes beyond the control and without the fault or negligence of **SERVICE PROVIDER**, including such events as epidemics, freight embargoes, adverse weather conditions not reasonably anticipatable, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence, in whole or in part, of both **SERVICE PROVIDER** and such subcontractors or suppliers, or (2) delays caused by **DISTRICT**'s failure to timely respond to requests from **SERVICE PROVIDER** for information or approval or changes in the **WORK** requested or required by **DISTRICT.**

5. **District's Representative.** **DISTRICT** hereby designates Gil Thomas, Project Manager, 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 **SERVICE PROVIDER'S** performance of the **SCOPE OF WORK**.

6. **Service Provider's Representative.** **SERVICE PROVIDER** hereby designates _____ as **SERVICE PROVIDER'S** representative to act on **SERVICE PROVIDER'S** behalf with respect to the **PROJECT** (**"SERVICE**

PROVIDER'S REPRESENTATIVE"). **SERVICE PROVIDER'S REPRESENTATIVE** shall not be changed without **DISTRICT'S** written consent, except in the event that **SERVICE PROVIDER'S REPRESENTATIVE** is no longer employed by **SERVICE PROVIDER.**

7. **Standard of Care/Relationship of Parties.** No agency or employment agreement is created by this **AGREEMENT**. **SERVICE PROVIDER** shall be deemed an independent contractor for purposes of this **AGREEMENT**. Except as specifically authorized in writing, **SERVICE PROVIDER** is not authorized to bind **DISTRICT** to any contractual obligations. In fulfilling its obligations and performing the **WORK** under this **AGREEMENT**, **SERVICE PROVIDER** and its subcontractors and material suppliers shall meet the standards of professional care, skill, and diligence practiced by contractors practicing on projects of comparable scope, size, and complexity. **SERVICE PROVIDER** will perform the **WORK** in an efficient manner and will use its professional efforts at all times in an expeditious and economical manner to further the interests of the **DISTRICT**. **SERVICE PROVIDER** shall be solely responsible for all procedures, methods and techniques of performance of the **WORK**, and for safety procedures and methods. **DISTRICT** hereby requires **SERVICE PROVIDER** to be, and **SERVICE PROVIDER** hereby agrees to be, committed to providing a safe working environment at the **PROJECT** site. **SERVICE PROVIDER** shall clean up, haul

away, and dispose of all debris created by the **WORK** in compliance with all applicable laws and will leave the **PROJECT** site clean.

8. **Subcontracting of the Work.** **DISTRICT** hereby consents to the subcontracted services and designated subcontractors set forth on Exhibit C. Other than as set forth in Exhibit C, the **SERVICE PROVIDER** shall not subcontract, delegate the performance thereof, or assign any of the **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 **SERVICE PROVIDER'S** subcontracts. Any subcontractor performing services pursuant to this **AGREEMENT** shall maintain throughout the duration of the **AGREEMENT**, insurance as provided in Section 12 herein in a minimum policy amount equivalent to that of the **SERVICE PROVIDER** under this **AGREEMENT** and provide the **DISTRICT** with certification thereof.

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

hereunder. The provisions of this Section 9 shall survive the termination or expiration of this **AGREEMENT**.

10. **Compliance with ADA and Other Applicable Law.** **SERVICE PROVIDER** 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 10 must be approved in writing by **DISTRICT.**

11. **Indemnity/Hold Harmless.** **SERVICE PROVIDER** 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"), arising out of or resulting from the performance of the **WORK** or **SERVICE PROVIDER'S** work and operation under this **AGREEMENT**, including,

but not limited to (a) loss due to bodily injury, including death, and property damage, and (b) 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 **SERVICE PROVIDER**, its officers, agents, employees, representatives, members, consultants, and/or subconsultants or subcontractors. In addition to the foregoing, **SERVICE PROVIDER** 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 **SERVICE PROVIDER** 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.

SERVICE PROVIDER 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 **SERVICE PROVIDER'S** operation under this **AGREEMENT**. The obligations regarding claims against the DISTRICT or its agents or employees by any employee of the SERVICE PROVIDER, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and the indemnification obligation under this Section 11 shall not be limited in any way by any limitation on the amount or type of damages,

compensation or benefits payable by or for the **SERVICE PROVIDER** or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts. Whenever the **WORK** performed lies within the corporate limits of any city, town or village, the **SERVICE PROVIDER** shall also indemnify and save harmless such municipality or municipalities, and the officers, engineers, representatives, agents, and employees thereof from all suits, actions or claims of any character, name or description bRought for or on account of any injuries or damages received or sustained by any persons or property by or from the said **SERVICE PROVIDER**, or by or in consequence of any neglect in safeguarding the **WORK**, or by or on account of any act or omission, neglect or misconduct of the said **SERVICE PROVIDER**. The provisions of this Section 11 shall survive the termination or expiration of this **AGREEMENT**.

12. **Insurance. SERVICE PROVIDER** shall obtain and maintain the insurance coverages described in Exhibit D attached hereto and incorporated herein by this reference.

13. **Performance and Payment Bond.** This Section 13 applies only if the **CONTRACT SUM** is $50,000 or more. If the **CONTRACT SUM** is less than $50,000, the requirements of this Section 13 shall not apply. Where applicable, **SERVICE PROVIDER** shall furnish bonds covering the faithful performance of this **AGREEMENT** ("**PERFORMANCE BOND**") and the labor and material payment

obligations ("**PAYMENT BOND**") arising hereunder in an amount equal to the full **CONTRACT SUM**. The bonds shall be written by a surety licensed to conduct business in the State of Missouri, shall name **DISTRICT** as obligee, shall be listed in the current issue of the U.S. Treasury Circular 570, and shall be otherwise acceptable to **DISTRICT**. The **PERFORMANCE BOND** and **PAYMENT BOND** shall be written on forms acceptable to **DISTRICT**. Further, **SERVICE PROVIDER** shall require the attorney-in-fact who executes the bonds on behalf of the surety to affix thereto a certified and true, complete and current copy of the power of attorney. The penal sum of such bonds shall be within the maximum specified for such company in U.S. Treasury Circular 570. The failure or refusal of **SERVICE PROVIDER** to furnish the bonds in strict conformity with these provisions may be deemed by **DISTRICT** to be a material default of this **AGREEMENT**. Upon completion of the **SERVICES**, as evidenced by **DISTRICT's** final payment, the **PAYMENT BOND** shall be released. The **PERFORMANCE BOND** shall not be released until expiration of the warranty period and acceptance of the **SERVICES** by **DISTRICT.**

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 **SERVICE PROVIDER**, 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 **SERVICE PROVIDER** for all services and reasonable costs incurred prior to the date of termination; subject, however, to **SERVICE PROVIDER** 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 **SERVICE PROVIDER**, **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	**SERVICE PROVIDER**
Great Rivers Greenway District 3745 Foundry Way, Suite 253 St. Louis, MO 63110 Attn: Chief Executive Officer	_____ _____ _____ _____

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, **SERVICE PROVIDER** 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**, **SERVICE PROVIDER** shall execute and deliver to **DISTRICT** the affidavit attached hereto as Exhibit E confirming **SERVICE PROVIDER'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 **SERVICE PROVIDER** is currently enrolled in a federal work authorization program, such as a current E-Verify memorandum of understanding. **SERVICE**

PROVIDER shall not be required to execute such affidavit if either (i) the compensation to be paid to **SERVICE PROVIDER** under this **AGREEMENT** is $5,000 or less, or (ii) **SERVICE PROVIDER** does not have any employees. In the event **SERVICE PROVIDER** is not required to execute the affidavit attached hereto as Exhibit E because **SERVICE PROVIDER** has no employees, **SERVICE PROVIDER** shall instead execute and deliver to **DISTRICT** concurrently with execution of this **AGREEMENT** an affidavit attesting that **SERVICE PROVIDER** has no employees.

20. **Warranties and Representations of Service Provider.** **SERVICE PROVIDER** 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 **SERVICE PROVIDER** is now a party or by which it is bound. **SERVICE PROVIDER** represents and warrants to the **DISTRICT** that all materials and equipment furnished under this **AGREEMENT** and incorporated in the **WORK** will be new unless otherwise specified, and that all **WORK** will be of good quality, free from faults and defects and in conformance with the **SCOPE OF WORK**. All **WORK**

not so conforming to these standards shall be considered defective. If required by the **DISTRICT**, the **SERVICE PROVIDER** shall furnish satisfactory evidence as to the kind and quality of all materials and equipment**.**

21. **Compliance with Applicable Laws.** **SERVICE PROVIDER** and its subcontractors shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and codes relating to the **WORK**, as the same may be modified from time to time, and the orders and requirements of any governing authority having approval or permitting authority relating to worker safety and any other relevant aspect of **SERVICE PROVIDER'S** activities under this **AGREEMENT**, which include but are not limited to those applicable laws and regulations set forth in Exhibit F attached hereto and by this reference made a part hereof.

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 **SERVICE PROVIDER**, 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 **SERVICE PROVIDER**.

[Signature Page to Follow]

Great Rivers Greenway

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

DISTRICT	SERVICE PROVIDER
Metropolitan Park and Recreation District d/b/a The Great Rivers Greenway District By: _____ Mark Perkins, CEO	_____ By: _____ Name: _____ Title: _____

Approved as to form:

_____
Husch Blackwell LLP

Great Rivers Greenway

EXHIBIT A
SCOPE OF WORK

Great Rivers Greenway

EXHIBIT B
FEE SCHEDULE

Great Rivers Greenway

EXHIBIT C
SUBCONTRACTORS



EXHIBIT D

INSURANCE REQUIREMENTS

SERVICE PROVIDER 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 **SERVICE PROVIDER'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**. **SERVICE PROVIDER** shall provide **DISTRICT** with a copy of the insurance endorsements and a certificate of insurance as well as a copy of the policies, when requested.

If such CGL insurance contains a general aggregate limit, it shall apply separately to this location or **PROJECT**. CGL insurance shall be written on ISO occurrence form CG 2010 1185 (or a substitute form providing the equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, product completed operations (with completed operations to remain in force for as long as **SERVICE PROVIDER** or those included as additional insureds bear exposure under all applicable statutes of limitation following project

completion), personal injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Business Automobile Liability shall be a standard ISO version Business Automobile Liability coverage form, or its equivalent, providing coverage of not less than $1,000,000 per occurrence for claims involving bodily injury and property damage that might arise during the term of this agreement. Coverage shall extend to owned and non-owned autos.

If required by applicable law, **SERVICE PROVIDER** shall also maintain Worker's Compensation Insurance protecting **SERVICE PROVIDER** against all claims under applicable state Workers' Compensation laws in the following limit: Statutory Limit. **SERVICE PROVIDER'S** Worker's Compensation insurance policy shall also protect **SERVICE PROVIDER** 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 per Occurrence
Bodily Injury by Disease	$ 1,000,000 per Occurrence
Bodily Injury by Disease	$ 1,000,000 per Occurrence

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



SERVICE PROVIDER 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 Exhibit. No party may begin WORK under the AGREEMENT until it has obtained all insurance required as specified herein.

SERVICE PROVIDER shall cause the following parties to be named as an additional insured on **SERVICE PROVIDER'S** comprehensive general liability insurance and automobile insurance policies: (i) the **DISTRICT**; [(ii) *insert owner of property where work taking place, if applicable*; (iii) *insert municipality, if applicable, if applicable*].

SERVICE PROVIDER shall provide 30-days' notice to the **DISTRICT** prior to cancellation of such insurance, and ten (10) days' notice prior to cancellation for nonpayment of premium. Each policy shall be endorsed to state that the insurer will provide electronic notice to the **DISTRICT**, and **SERVICE PROVIDER** shall provide each insurer the following contact information for **DISTRICT**: **Accounting, Great Rivers Greenway; E-mail: accounting@grgstl.org.**

SERVICE PROVIDER and/or Subcontractors and/or Sub-subcontractors must release and waive, on behalf of themselves and their respective insurers, any and all rights of recovery against the **DISTRICT**, and its representatives, for loss of

damage to **SERVICE PROVIDER** or any Subcontractor, Sub-subcontractor, or any third party to the extent that such loss or damage is insured against or under any applicable insurance policy. Any money due the **SERVICE PROVIDER** by insurance under and by virtue of this **AGREEMENT** as shall be considered necessary by the **DISTRICT** for such purpose, may be retained for the use of the **DISTRICT**, or in case no money is due; **SERVICE PROVIDER's** surety shall be held until such suit, actions or claims have been settled and suitable evidence to that effect furnished to the **DISTRICT**. The cost of providing all insurance specified herein shall be included in the bid price submitted by the **SERVICE PROVIDER** for this **PROJECT**. It shall be the **SERVICE PROVIDER'S** sole responsibility to notify its insurance carrier of the requirements set forth herein and the **SERVICE PROVIDER'S** non-compliance with the specified insurance requirements shall be just cause for the **DISTRICT** to retain and collect the full amount of the **SERVICE PROVIDER'S** bid security. **DISTRICT** reserves the right to review certified copies of any and all insurance policies to which this **AGREEMENT** is applicable, and with respect to all insurance required, (i) all policies must be occurrence based unless otherwise approved by **DISTRICT**, and (ii) the cost of defense of claims shall not erode the limits of coverage furnished.

Great Rivers Greenway

EXHIBIT E
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: _____

Great Rivers Greenway

EXHIBIT F
APPLICABLE LAWS

1. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Agreement the Service Provider agrees to comply with all State and Federal laws applicable to employees working on the Project, including but not limited to the following.

   a. The Service Provider will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

   b. The Service Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Service Provider, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

   c. The Service Provider will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or worker's representative of the Service Provider's commitments under Section 202, of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 supplemented by Department of Labor regulations (41 CFR Chapter 60) and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   d. The Service Provider will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 supplemented by Department of Labor regulations (41 CFR Chapter 60) and the rules, regulations and relevant orders of the Secretary of Labor.

   e. The Service Provider will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 supplemented by Department of Labor regulations (41 CFR Chapter 60) and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will

permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. The contracting agency or the Secretary of Labor may direct that any bidder or prospective contractor shall submit, as part of its Compliance Report, a statement in writing, signed by an authorized office or agent on behalf of any labor union or any agency referring workers or providing for supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with support information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex, or national origin, and that the signer either will affirmatively cooperated in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union or the agency shall refuse to execute such a statement, the Compliance Report shall also certify and set forth what efforts have been made to secure such a statement and such additional factual material as the contracting agency or the Secretary of Labor may require.

g. In the event of the Service Provider's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Service Provider may be declared ineligible for further government contracts in accordance with procedure, authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 supplemented by Department of Labor regulations (41 CFR Chapter 60) and such remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 supplemented by Department of Labor regulation (41 CFR Chapter 60) or by rules, regulations, or by order of the Secretary of Labor, or as otherwise provided by Law.

h. The Service Provider will include the provisions of the foregoing paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 supplemented by Department of Labor regulations (41 CFR Chapter 60) so that such provisions will be binding upon each Subcontractor or vendor. The Service Provider will take such action with respect to any subcontract or purchase order District as a means of enforcing such provision, including sanctions for noncompliance. Provided, however, that in the event the Service Provider becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the contracting

agency, the Service Provider may request the United States to enter into such litigation to protect the interest of the United States.

2. COMPLIANCE WITH AIR AND WATER ACTS

a. This Agreement is subject to compliance by the Service Provider with the Clean Water Act, as amended, 42 USC 1857 et seq., the Federal Water Control Act, as amended, 33 USC 1251 et seq., and the Regulations of the Environmental Protection Agency (EPA) with respect thereto, at 40 CFR Part 15, as amended.

b. The Service Provider and all Subcontractors and Sub-subcontractors working thereunder shall not utilize in the performance of Work under this Agreement any facility listed on the list of violating facilities issued by EPA pursuant to 40 CFR 15.20.

c. The Service Provider, all Subcontractors and Sub-subcontractors working thereunder shall give District prompt notice of any notification received from the Director, Office of Federal Activities, and EPA, indicating that a facility utilized or to be utilized under the terms and conditions of said Agreement is under consideration to be listed on the EPA list of violating facilities. The Service Provider agrees that the requirements set forth in this paragraph will be included in every subcontract under this Agreement and will take the necessary action as directed by EPA to enforce the provisions set forth above.

3. **COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT.** Notwithstanding any other provisions of this Agreement, the Service Provider shall perform all task in strict compliance with the American with Disabilities Act, As Amended, 42 U.S.C. 12101 et seq., 47 U.S.C. 225,611, and 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, Service Provider 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 Service Provider must be approved in writing by the District or its authorized representative before construction or installation by the Service Provider

4. **COMPLIANCE WITH IMMIGRATION LAWS.** The Service Provider agrees to comply with all applicable Federal and State Immigration Laws and to supply District and the owner of the Project site with proof of compliance upon request. Service Provider warrants that each invoice or request for payment submitted by Service Provider certifies such compliance for the period covered by the request. Service Provider agrees to comply with all applicable I-9 collection and reporting requirements and to supply District with proof of I-9 compliance upon request. Service Provider agrees to defend and hold harmless the District and the owner of the Project site from any actions, fines, or

penalties resulting from the Service Provider use of illegal workers or any non-compliance with immigration statutes.

5. **TEN-HOUR OSHA CONSTRUCTION SAFETY PROGRAM.** Service Provider acknowledges that it must comply, and that it shall assist District and Service Provider's Subcontractors in complying, with Section 292.675 of the Missouri Revised Statutes. Specifically, Service Provider and its Subcontractors must provide a ten-hour Occupational Safety and Health Administration ("OSHA") construction safety program for their on-site employees, which must include a course in construction safety and health approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations that is at least as stringent as a program approved by OSHA. All of Service Provider's and its Subcontractors' employees must complete such a program within sixty (60) days of beginning work on the Project. If the Service Provider fails to comply with the provisions of Section 292.675, then the Service Provider shall forfeit as a penalty to District $2,500 plus $100 for each employee employed by the Service Provider or its Subcontractors for each calendar day (or portion thereof) that such employee is employed without the required training. Such penalty shall be paid by the Service Provider to District upon demand, or, at District's option, District shall have the right to withhold from Service Provider's payments hereunder an amount equal to the amount of such penalties.

6. **UNAUTHORIZED WORKERS.** It shall be the responsibility of Service Provider to ensure that no aliens unauthorized to work in the United States are employed by Service Provider or any subcontractor in connection with the Project. District may require Service Provider to discharge any alien unauthorized to work in the United States. Furthermore, Service Provider shall, no more than once annually, deliver to District a certificate stating that Service Provider has not employed any aliens unauthorized to work in the United States in the form attached hereto at Exhibit E.

7. PREVAILING WAGES.

a. The Service Provider shall comply in all respects with the provisions of Sections 290.210 through 290.340 R.S. Mo. 1959 as currently amended, and shall pay to all workmen performing the work under this Agreement not less than the prevailing hourly rate of wages determined by the Department of Labor and Industrial Relations.

b. The Service Provider and each subcontractor shall keep full and accurate records clearly indicating the names, occupations, and crafts of every workman employed by them, the number of hours worked by each workman, the actual wages paid therefore. The payroll records required to be so kept shall be opened to inspection by any authorized representative of the District or of the Department of Labor & Industrial Relations at any reasonable time and as often as may be necessary, and such records shall not be destroyed or removed from the State of Missouri for a period of one year following completion of the Agreement.

c. The Service Provider is advised that the prevailing hourly rate of wages is subject to change by the Department of Labor & Industrial Relations during the life of this Agreement, and such change shall not be the basis of any claim by the Service Provider against the District.

d. A clearly legible statement of all prevailing hourly wage rates to be paid to all workmen employed under this Agreement shall be kept posted in a prominent and easily accessible place at the Agreement site by each Service Provider and subcontractor, and such notice shall remain posted during the full time that any such workmen shall be employed under this Agreement.

e. The Service Provider, in accordance with Section 290.250 R.S. Mo. 1959, as currently amended, shall forfeit as a penalty to the District $100.00 for each workman employed for each calendar day or portion thereof if such workman is paid less than the stipulated rate for any work done under this Agreement by him or by any subcontractor under him and the District, in accordance with the provisions of Section 290.250 R.S. Mo. 1959, shall withhold and retain therefrom all sums and amounts due and owing as the result of any violations of Section 290.210 through 290.345 R.S. Mo. 1959.