

**AN ORDINANCE OF THE CITY OF WILDWOOD, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CITY-CONSULTANT AGREEMENT WITH O.R. COLAN ASSOCIATES, LLC FOR RIGHT-OF-WAY ACQUISITION SERVICES FOR THE OLD STATE ROAD SHARED USE PATH PROJECT WITHIN THE CITY.**

**WHEREAS**, the City of Wildwood desires to construct a new shared use path along the north side of Old State Road between Nantucket Island Drive to Old State Place (hereinafter “Project”), to provide improved bicycle and pedestrian facilities; and

**WHEREAS**, the proposed shared use path project requires acquisition of easements from private property owners along the project corridor; and

**WHEREAS**, professional services are required to negotiate and acquire easements from property owners to accommodate the Project; and

**WHEREAS**, the Department of Public Works (hereinafter “Department”) lacks staff with the specialized training, and expertise necessary to negotiate and acquire the easements for the Project; and

**WHEREAS**, O.R. Colan Associates, LLC (hereinafter “Consultant”) submitted a proposal dated October 9, 2023 (hereinafter “Proposal”), to provide easement acquisition services for the Project; and

**WHEREAS**, The Consultant’s Proposal for the Project was the lowest cost of three received by the Department for the Project; and

**WHEREAS**, the Department reviewed the Consultant’s Proposal and found it to meet the Department’s requirements for the Project; and

**WHEREAS**, the Consultant has successfully completed similar work for the Department on other roadway improvement projects; and

**WHEREAS**, sufficient funds are available in the City’s capital improvement fund budget for easement acquisition services on the Project; and

**WHEREAS**, the Administration and Public Works Committee, at their meeting on October 24, 2023, reviewed and approved the Department’s recommendation to approve a city-consultant agreement with the Consultant to complete the Proposal for the Project; and

**WHEREAS**, the City Council of the City of Wildwood finds it in the public interest to enter into a city-consultant agreement with the Consultant to complete the Proposal for the Project.

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WILDWOOD, MISSOURI, AS FOLLOWS:**

**Section One.** That the form, terms, and provisions of the City-Consultant Agreement between the City of Wildwood, Missouri, and O.R. Colan Associates, LLC, attached hereto, marked as **Exhibit A**, and incorporated by reference herein (the “Agreement”), be and are hereby approved and the Mayor is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Agreement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Agreement and this Ordinance.

**Section Two.** The total aggregate expense and liability of the City under the Agreement authorized pursuant to Section One of this Ordinance shall not exceed a contract amount of Forty-Four Thousand Eight-Hundred Dollars and no cents (\$44,800.00), except that the City Council may, by Resolution, increase the total authorization under this Ordinance by recommendation of the Director of Public Works and the City Administrator.


**Section Three. Savings.** Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

**Section Four. Severability.** If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the City Council that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

**Section Five.** This Ordinance shall be in full force and effect from and after its passage and approval.

This Bill was passed and approved this 11th day of December, 2023, by the Council of the City of Wildwood, Missouri, after having been read by title or in full two (2) times prior to its passage.

  
\_\_\_\_\_  
Presiding Officer

  
\_\_\_\_\_  
James R. Bowlin, Mayor

ATTEST:  
  
\_\_\_\_\_  
City Clerk

ATTEST:  
  
\_\_\_\_\_  
City Clerk

**EXHIBIT A**

**Exhibit A**  
City of Wildwood  
**CITY- CONSULTANT AGREEMENT**

DEPARTMENT: Public Works

DATE: 12/11/23

THIS AGREEMENT, made and effective this 11th day of December, 2023, by and between the City of Wildwood, Missouri, a municipal corporation hereinafter referred to as "City", and O.R. Colan Associates, LLC., hereinafter referred to as "Consultant", with a business address of 3050 West Clay Street, Suite 200, St. Charles, MO 63301-2549.

WITNESSETH: That the parties hereto, for the considerations hereinafter set forth, agree as follows:

**I. SCOPE OF SERVICES**

Except as expressly specified herein, Consultant hereby agrees to provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for the proper completion of the Consultant services which are particularly described in any attachments incorporated herein and additionally as follows:

Generally to provide Right Of Way acquisition services for the Old State Road Shared Use Path Project to include easement acquisition as described in detail in Attachment B incorporated herein.

The above services (hereinafter referred to as the "Work") shall be provided by the Consultant in accordance with all the provisions of this Agreement, including the General Conditions attached hereto as Attachment A, for the project which are incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment, or any other documents submitted by Consultant.

**II. COMPENSATION**

**A. Basic Compensation.** The City hereby agrees to pay the Consultant, as full compensation for the complete and satisfactory performance of the Work, and all expenses and costs related thereto:

a sum not to exceed Forty-Four Thousand Eight Hundred Dollars and no cents, as set forth on Attachment B attached hereto and incorporated herein.

**B. Additional Compensation.** Any cost not specifically allowed the Consultant pursuant to Paragraph A, Basic Compensation, shall be considered Additional Compensation and must first be authorized by a written Change Order approved by the City and Consultant. If City directs or authorizes additional services not included in this Agreement to be performed, the City and Consultant shall first agree by written Change Order as to how the Consultant is to be paid. Any services provided in addition to the Work shall not entitle Consultant to additional compensation unless approved in advance and by written Change Order executed by the City and the Consultant.

**III. TIME AND MANNER OF PAYMENTS**

All invoices, complete with necessary support documentation, shall be submitted to the City and payment shall be made by City in a lump sum within thirty (30) days of receipt of an invoice received after satisfactory performance of the Work for the fees, prices, rates or schedule of values set forth above. When appropriate due to the nature of the Work of the Agreement, progress payments may be authorized to be made based upon completion of quantifiable/identifiable phases of the Work. If authorized by the City, a schedule of progress payments based on phases of Work completed and in such corresponding amounts as determined to be appropriate shall be set forth in Attachment C attached hereto.

**IV. SCHEDULE OF WORK**

Time is of the essence. The Work to be performed under the Agreement shall be commenced on or before January 1, 2024, shall be completed on or before June 1, 2024, and shall be performed so as not to delay or hinder City's schedule for the project, if applicable.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the effective date of Contract first above written.

DocuSigned by:  
Richard McNally  
0789D861A80A472...  
O.R. Colan Associates, Inc.  
By Richard McNally  
Title COO

[Signature]  
City of Wildwood  
By Jim Bowlin  
Title Mayor

ATTEST:  
Megan Eldridge  
DATE: 12/11/23

- ATTACHMENT A – Consultant/Services Agreement General Conditions
- ATTACHMENT B – Consultant Proposal
- ~~ATTACHMENT C – Progress Payment Schedule (Optional)~~
- ATTACHMENT D – Consultant Liability Insurance Requirements

Attachment A

City of Wildwood  
**CONSULTANT/SERVICES AGREEMENT  
GENERAL CONDITIONS**

- 1. Independent Consultant.** The Consultant shall be and operate as an independent Consultant in the performance of this Agreement. The Consultant shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Consultant shall be employees of said Consultant and not employees of the City in any respect.
- 2. Assignment; Subcontracts.** This Agreement shall not be assigned to any other parties by the Consultant without the express written consent of the City. In addition, the Consultant shall not subcontract or assign any of the Work to be performed by it hereunder without the express written consent of the City except as may be set forth in Attachment B.
- 3. Proposals for the Work.** If the City issued a request for proposals in connection with the Work, such request for proposals and the proposal of the Consultant in response thereto, are incorporated herein by reference and made a part of this Agreement. In case of any conflicts between the request for proposals and the proposal of the Consultant, the requirements of the executed Consultant/Services Agreement shall control unless a change thereto is specifically stated in this Agreement.
- 4. Changes to Work and/or Compensation.** No change in the Scope of Work, Compensation or terms contained in this Agreement shall be made except as authorized in advance in writing by Change Order approved by the City and Consultant. The Consultant shall make any and all changes in the Work without invalidating this Agreement when specifically ordered to do so by written Change Order approved by the City and Consultant in advance of the Work being performed. Consultant, prior to the commencement of such changed or revised Work or request for compensation in excess of the Basic Compensation, shall promptly submit to the City a written cost or credit proposal for such changed or revised Work or additional compensation. If the City and Consultant shall not be able to agree as to the amount, either in consideration of time or compensation to be allowed or deducted, it shall nevertheless be the duty of Consultant, upon written notice from the City, to immediately proceed with such alteration or change, and Consultant shall be compensated the reasonable value of such Work. The City reserves the right to suspend Work of the Consultant upon written notification from the City if the City and Consultant are not able to agree as to matters of scope and compensation for changes to the Work.
- 5. Indemnification.** To the fullest extent permitted by law, the Consultant agrees to defend, indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, in any way arising from consultant's breach of the Agreement or out of services and/or operations negligently performed hereunder by the Consultant, including the City's reliance on or use of the services or products provided by the Consultant under the terms of this Agreement. The Consultant shall not be liable for any loss or damage attributable solely to the negligence of the City. Consultant's sole remedy against the City for any claimed breach shall be limited to specific performance of the Agreement, including payment not to exceed the lawfully due compensation, but in no event shall the City be liable for or subject to any claim for damages, costs or attorneys' fees arising from this Agreement.
- 6. Insurance.** Consultant shall furnish the City the certificates of insurance for workers' compensation, public liability, and property damage, including automobile coverage in the amounts specified by the City in the request for proposals, if any, otherwise in the amounts stated on Attachment D.

The policies of insurance shall be in such form and shall be issued by such company or companies as may be reasonably satisfactory to the City. The City and such additional persons and entities as may be deemed to have an exposure to liability as a result of the performance of the Consultant's Work, as determined by the City, shall be named as additional insured.

In addition to the foregoing, the Consultant shall maintain Professional Liability "errors and omissions" insurance in the form for the coverages satisfactory to City as indicated in the request for proposals, if any, otherwise as stated on attached Attachment D, but in no event less than the City's sovereign immunity limits as established by RSMo. §537.610, as adjusted from time to time. The City and Consultant waive all rights against each other for damages caused by fire or other perils to the extent covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance. Nothing in this Agreement, or the provision of insurance, shall be deemed a waiver of sovereign immunity by the City.

**7. Multi-year contracts; Non-appropriation.** Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Non-appropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

**8. Accounting.** During the period of this Agreement, the Consultant shall maintain books of accounts of its expenses and charges in connection with this Agreement in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Consultant.

**9. Reimbursable Expenses.** Expenses of the Consultant that are directly attributable to the performance of the Agreement that are in addition to the Basic Compensation, such as reproduction charges, travel expenses, long distance phone calls, mileage, and sub-contractors, are to be set forth in a schedule of reimbursable fees and rates as part of the Agreement. Consultant personnel labor rate expenses for time while traveling in performance of the Agreement do not qualify as reimbursable expenses.

**10. Personnel.** The Work shall be performed exclusively by the personnel of the Consultant identified in the Consultant's proposal and no other personnel of the Consultant shall perform any of the Work without the express written approval of the City.

**11. Other Consultants.** The City reserves the right to employ other consultants in connection with the Work.

**12. Project Records and Work Product.** The Consultant shall provide the City with copies of all documents pertinent to the Work which shall include, without limitation, reports, correspondence, meeting minutes, and any deliverables. The City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and work product of the Consultant created in performance of or relating to this Agreement. Consultant agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the work product.

**13. Site Operations.** Where appropriate, the City will arrange for right of entry to any property at the request of the Consultant for the purpose of performing studies, tests and evaluations in connection with the Work.

14. **Termination.** The City shall have the right to terminate the Agreement at any time for any reason by giving the Consultant written notice to such effect. The City shall pay to the Consultant in full satisfaction and discharge of all amounts owing to the Consultant under the Agreement an amount equal to the cost of all Work performed by the Consultant up to such termination date, less all amounts previously paid to the Consultant on account of the Work performed and accepted. The Consultant shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Consultant for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.
15. **Compliance with Laws.** The Consultant shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, unemployment and workers' compensation, occupational safety, worker eligibility, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Agreement.
16. **Nondisclosure.** The Consultant agrees that it will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Agreement.
17. **Representations.** Consultant agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Agreement. The parties agree the Agreement represents the entire agreement between the parties.
18. **Amendments.** This Agreement may be amended only by written agreement signed by the parties.
19. **Governing Law.** The interpretation of and performance under this Agreement shall be governed by the laws of the state of Missouri, without regard to choice of law principles.
20. **Severability.** If any provisions of this Agreement shall be found to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect and be construed to effectuate the intent of the parties.
21. **Notice.** Any notice or written communication required or permitted hereunder shall be sent to the parties via United States mail, certified return receipt requested, or via facsimile, to the respective addresses and numbers on file. Any notice so given shall be deemed effective on the date shown on the receipt thereof.
22. **Good Faith.** The parties shall act in good faith in the performance of their obligations hereunder.
23. **Prevailing Party.** If either party to this Agreement defaults in the performance of its obligation(s) hereunder, the prevailing party in any action to enforce its rights and remedies shall be entitled to obtain its costs and reasonable attorney's fees from the non-prevailing party.
24. **Non-Waiver.** The failure of either party to enforce any of its rights hereunder shall not act as a waiver of that or any other right possessed by such party under this Agreement.
25. **Authorization to Enter into Agreement.** Each party hereunder represents to the other that it is duly organized, validly existing and in good standing under the laws of its state of incorporation or formation; the execution, delivery and performance of this Agreement by such party has been duly authorized by all necessary and appropriate action; and, this Agreement constitutes a valid and binding obligation of such party, enforceable against such party in accordance with the terms hereof.
26. **Execution.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one agreement that is binding upon both parties hereto, notwithstanding that all parties are not signatories to the same counterpart. This Agreement may be delivered by facsimile or electronic mail transmission. This Agreement shall be considered to have been

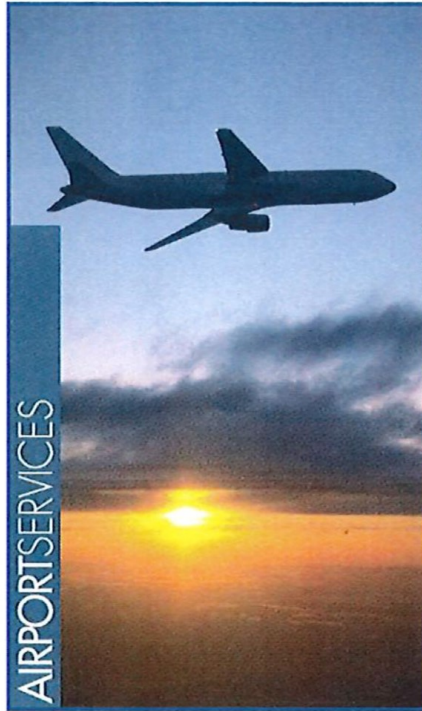


executed by a party, if there exists a photocopy, facsimile copy, electronic copy, or a photocopy of a facsimile or electronic copy of an original hereof or of a counterpart hereof which has been signed by such party. Any photocopy, facsimile copy, electronic copy or photocopy of a facsimile copy of this Agreement or any counterpart hereof shall be admissible into evidence in any proceeding as though the same was an original.

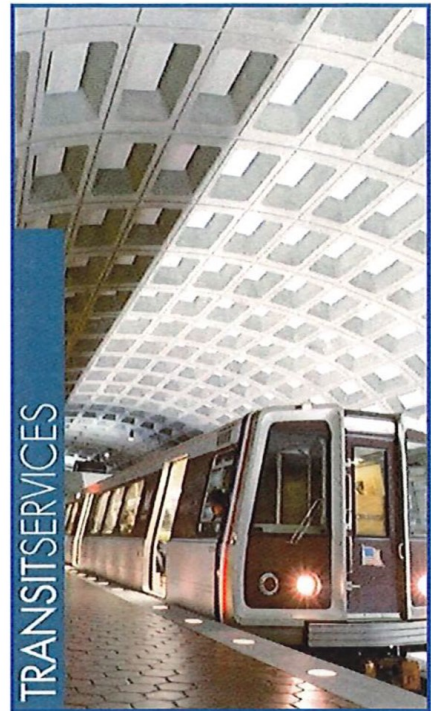
**27. Other Special Provisions.** The special provisions set forth on Attachments C and D are incorporated herein by reference, and made a part hereof.

# Attachment B - Consultant Proposal

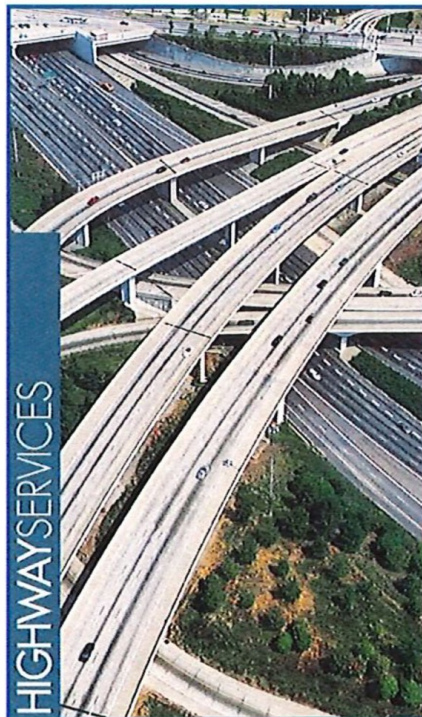
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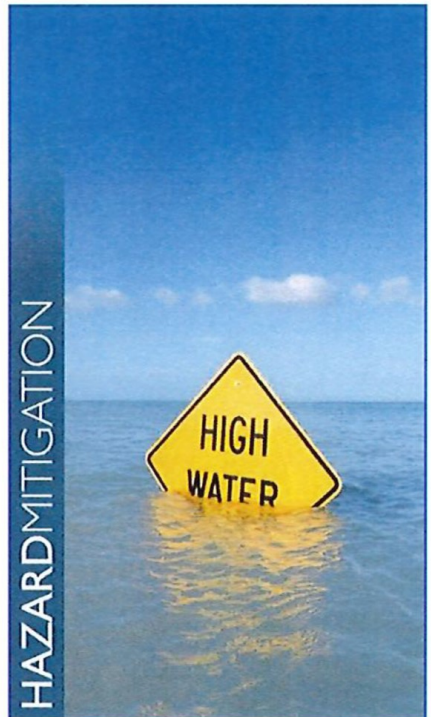
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TRANSITSERVICES



HIGHWAYSERVICES



HAZARDMITIGATION

3050 West Clay St., Suite 200  
St. Charles, MO 63301  
Phone : 636-949-2125

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## Project Cost Proposal

**City of Wildwood**

Old State Road Shared Use Path

MO0343.000



October 9, 2023

Rick C. Brown, P.E.  
Director of Public Works/City Engineer  
City of Wildwood  
16860 Main Street  
Wildwood, MO 63040

RE: Right of Way Acquisition Services  
Old State Road Shared Use Path (SUP), TAP 5500(688)

Dear Mr. Brown,

Per your request, following is a Right of Way Acquisition Scope of Services, and a cost to provide those services to the City of Wildwood (City), for 13 parcels on the Old State Road Shared Use Project in the City of Wildwood. This Scope of Services and Cost Proposal is based upon project information available to date.

### **SCOPE OF SERVICES**

#### **Project Management/Meetings & Reports**

O. R. Colan Associates (ORC) will participate in a pre-acquisition meeting prior to the start of the project. The focus of the meeting will be to set project milestones, scheduling, document coordination, status update expectations and review the scope of work responsibilities. In addition, ORC will participate in virtual meetings as requested to discuss project progress, issues and develop solutions. ORC will participate in up to 12 of these meetings. Status reports will be provided upon request.

ORC's Project Manager (PM) will be responsible for supervision of the right-of-way activities and firm's work on the project. The PM will serve as the main point of contact for City for overriding project concerns. The PM will be responsible for developing and maintaining the schedule. The PM will also provide status updates to City as requested. The PM will have a project tracking system which will be used to follow the progress of each parcel regarding specific milestones in comparison to the project timeline. This is essentially a critical path analysis, from a right of way perspective. The PM will conduct regularly scheduled meetings with the Agents to discuss the status of each parcel. These meetings will assist in identifying and solving issues as early as possible.

The PM will review all project documentation including engineering design plans, preliminary valuations, and City's standard forms to be familiar with the project, provide oversight to ensure offers are delivered in a timely manner and in compliance with federal and state laws and that negotiations occur without coercion, the Negotiator's Logs are kept accurately and up to date, and that Administrative Settlements are well documented and provide the necessary support. The PM will provide customer service support throughout the life of the project as deemed necessary. The PM will conduct the billing and close out activities for the project.

In addition to the daily quality control provided by the Project Manager and Agents, ORC's Document Control and Quality Control Teams will be responsible for performing tasks such as preparing and reviewing Offer Packets before they are delivered to the owner to ensure all the information is consistent, that the offer is addressed to the correct party, that all documents are included and that there are no spelling or grammar issues.

### **Ownership Research**

The City will provide title reports and last deed of record for all parcels.

### **Valuation**

ORC will provide all valuation services. On parcels where the anticipated value of the proposed acquisition is less than \$25,000, the offer can be based upon a Waiver Valuation/Payment Estimate. This Waiver Valuation/Payment Estimate will be prepared by ORC staff based upon information from the local real estate market. It is anticipated that 10 parcels will fall into this category.

ORC will have all appraisals made by an independent appraiser and the Agent will be supplied with a copy of said appraisal to use in negotiating the purchase where applicable (generally for takings exceeding \$25,000). It is anticipated that 3 parcels (P7, P9 & P11) will fall into this category.

### **Negotiations**

ORC will provide all the associated documents for all the parcels. This includes title reports, General Warranty deeds, Escrow Agreements, payment estimates, offer letters, and engineering plans. In addition, the City is responsible for payment of compensation to the property owner for the property rights as well as all closing related costs including recording fees, title insurance, etc.

ORC shall negotiate all acquisitions in accordance with the MoDOT LPA Manual, the laws of the State of Missouri, and the federal regulations known as the Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, Final Rule. This may include but is not limited to the following: describing the acquisition, referencing plats or plans, explaining right of way and construction plans, project schedule and other project details. ORC will clearly explain details related to the appraisal or value determination and how the offer was developed, as well as answering other valuation questions.

ORC shall review all documentation provided by the City to be included in the offer package. The only offer allowed to be made is that which has been approved by the client and ORC will

not present to the property owner(s) and counteroffer or agree to any plan revisions without express permission of the client. All property owner concerns, counteroffers or issues will be presented to the City along with a recommendation from ORC.

ORC will make multiple visits and/or hold multiple conversations with the respective parcel owners and/or their representatives. ORC Agents will meet in person with all owners and/or their representatives.

ORC shall keep a file for each parcel. That file shall include a "negotiator's log" detailing any and all conversations with the owners of the parcel, along with a copy of all correspondence, e-mails, etc. exchange with the owners. All counteroffers over and above the approved offer amount received by the Agents will be presented to the City along with a recommendation for approval or rejection for consideration and approval. These counter offers and recommendations will be presented by letter or e-mail. Requests received for construction work in lieu of compensation will also be presented to the City for consideration.

Within 120 days of the property owner's receipt of the offer, ORC will either secure the necessary property rights or submit the property to the client for condemnation. ORC will ensure all documents are completed which are needed for client to facilitate payment of settlements to property owners. A parcel will be considered "completed" either at the time settlement is reached with the property owner(s) or the parcel is submitted for condemnation. ORC will record the permanent easement. It is assumed that temporary construction easements will not be recorded.

#### **General**

Changes to the taking of a parcel after the start of the appraisal or negotiation process, that are not the result of a request via negotiations, will likely result in that property being considered a new parcel and require a contract amendment.

Items to be provided by others include:

- \*Right of Way Plans
- \*Plats and/or Legal Descriptions of the takings
- \*Any information the City has regarding the parcels that are part of this contract including attempts to contact the owner, contact information, etc.
- \*Payments to Property Owners

**COST PROPOSAL**

Negotiations: (including meetings, reports & recording): 13 parcels @ \$2,850 each = \$37,050

Pay estimates: 10 @ \$400 each = \$4,000

Value Finding Appraisals: 3 @ \$750 = \$2,250

Value Finding Review Appraisals: 3 @ \$500 = \$1,500

All incidental "out-of-pocket" expenses such as mileage, duplicating, parking, telephone, recording, etc., are included in and paid for as part of the cost per parcel for service.

**TOTAL: \$44,800**

ORC looks forward to working with you on this project!

Sincerely,

*Janelle L Lemon*

Janelle Lemon, Project Manager

**Attachment C – Not Used**  
-(Optional)  
**Consultant/Services Agreement**  
**Progress Payment Schedule**

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

Project: \_\_\_\_\_ Basic Compensation: \$ \_\_\_\_\_

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<u>Phase of Work</u> (Describe)	<u>% of Total</u>	<u>Progress Payment</u>
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\_\_\_\_\_

\_\_\_\_\_

Phase I:	_____ %	\$ _____
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\_\_\_\_\_

Phase II:	_____ %	\$ _____
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\_\_\_\_\_

Phase III:	_____ %	\$ _____
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\_\_\_\_\_

Phase IV:	_____ %	\$ _____
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\_\_\_\_\_

\_\_\_\_\_

Phase V:	_____ %	\$ _____
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\_\_\_\_\_

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Total Basic Compensation: \$ \_\_\_\_\_

**Attachment D**

**Consultant Liability Insurance Requirements**

The Consultant shall purchase and maintain in full force and effect the following insurance coverages with an insurance carrier acceptable to the City:

The policy(ies) shall be endorsed to cover the contractual liability of the Consultant under the General Conditions.

The Consultant and its Sub-consultants shall procure and maintain during the life of this Agreement insurance of the types and minimum amounts as follows:

- (a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of \$1,000,000\*.
- (b) Comprehensive General Liability and Bodily Injury
  - Including Death: \$500,000 each person\*
  - \$3,000,000 each occurrence\*
  - Property Damage: \$3,000,000 each occurrence\*
  - \$3,000,000 aggregate\*
- (c) Comprehensive Automobile Liability, Bodily Injury
  - Including Death: \$500,000 each person\*
  - \$3,000,000 each occurrence\*
  - Property Damage: \$3,000,000 each accident\*
- (d) Professional Liability
  - Including Death: \$500,000 each person\*
  - \$3,000,000 each occurrence\*
  - Property Damage: \$3,000,000 each occurrence\*
  - \$3,000,000 aggregate\*

The City's Protective policy shall name the City as the Insured. Certificates evidencing such insurance shall be furnished the City prior to Consultant commencing the Work on this project. The certificates must state "The City of Wildwood is an additional insured."

\* but not less than the sovereign immunity limits established by RSMo. 537.610 et seq.