

AN ORDINANCE OF THE CITY OF WILDWOOD, MISSOURI, AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE A CITY-CONSULTANT AGREEMENT WITH CB ENGINEERING, INC., D/B/A COCHRAN, FOR CONSTRUCTION INSPECTION AND MATERIALS TESTING SERVICES FOR CAPITAL IMPROVEMENT PROJECTS FOR THE CITY.

WHEREAS, the Department of Public Works of the City of Wildwood, Missouri (the “City”), hires contractors to construct various capital improvement projects within the City throughout the year; and

WHEREAS, in order to determine the contractor’s compliance with project documents, plans and specifications, the Department of Public Works of the City (the “Department of Public Works”) is required to observe and inspect the contractor’s construction methods, practices and materials (hereinafter “Services”); and

WHEREAS, the Department of Public Works lacks staff with the specialized training, expertise or equipment necessary to complete the Services during the years 2022 or 2023; and

WHEREAS, Department of Public Works has solicited for qualifications from professional service firms and received a proposal from CB Engineering, Inc., d/b/a Cochran (“Cochran”), to complete the Services for the years of 2022 and 2023 (the “Proposal”); and

WHEREAS, the Department of Public Works reviewed the Proposal and found it to be acceptable; and

WHEREAS, on April 12, 2022, the Administration and Public Works Committee of the City discussed the Proposal and agreed that Cochran has the best level of experience with the Services, having successfully completed this work for the City in prior years, and recommended that Cochran be selected to complete the Services for 2022 and 2023; and

WHEREAS, the City Council of the City finds and determines that it is to the benefit of the City to enter into a City-Consultant Agreement with CB Engineering, Inc., d/b/a Cochran, to complete the Services for 2022 and 2023.

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 of the City-Consultant Agreement by and between the City and CB Engineering, Inc., d/b/a Cochran, relating to the Services within the City, attached hereto, marked as **Exhibit A**, and incorporated by reference herein (the “Agreement”), be and they hereby are approved and the Mayor shall be and 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 expenses and liability of the City under the Agreement authorized pursuant to Section One of this Ordinance, shall not exceed a contract amount of \$65,000.00, except that the City Council may by resolution increase said amount upon recommendation by the City Administrator and Director of Public Works of the City.

Section Three. Savings Clause: 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 Clause: 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. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval.

This Bill was passed and approved this ____ day of _____, 2022, 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:

ATTEST:

City Clerk

City Clerk

EXHIBIT A
[attach Agreement]

City of Wildwood
CONSULTANT / SERVICES AGREEMENT

DEPARTMENT: Public Works

DATE: April 20, 2022

THIS AGREEMENT, made and effective this ____ day of _____, 20____, by and between the City of Wildwood, Missouri, a municipal corporation and charter city, with offices at 16860 Main Street, Wildwood, MO 63040 (hereinafter referred to as “City”) and CB Engineering LLC, dba Cochran Engineering, address 530A East Independence Drive, Union, MO 63084, (hereinafter referred to as “Consultant”).

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:

Construction inspection and material testing for various capital improvement projects within the City of Wildwood on an as-needed basis at the hourly rates established in **Attachment B**.

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:

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. TERM

This Agreement shall be effective on the day and year first written above, and shall terminate on December 31, 2022, if not terminated prior to that time as provided herein (the "Initial Term"). This Agreement shall automatically renew for one (1) additional one-year period upon the expiration of the Initial Term; provided, however, that the City Council of the City has budgeted, appropriated or otherwise provided for sufficient funds to pay the Compensation required hereunder and payable during such additional one-year period. Anything to the contrary contained in this Agreement notwithstanding, this Agreement may be terminated at any time for any reason by either party, upon thirty (30) days prior written notice, provided that if the Contractor fails to materially comply with any term or condition of this Agreement, the City may terminate this Agreement immediately.

V. SCHEDULE OF WORK

Time is of the essence. The Work to be performed under the Agreement shall be completed on an on-call basis; and shall be performed so as not to delay or hinder City's schedule for the project, if applicable.

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

CB Engineering, LLC

City of Wildwood

By _____

By _____

Title _____

Title _____

ATTEST:

DATE: _____

- ATTACHMENT A – Consultant/Services Agreement General Conditions
- ATTACHMENT B – Consultant 2018 Rate Schedule
- ATTACHMENT C – Progress Payment Schedule (Optional)
- ATTACHMENT D – Consultant Liability Insurance Requirements
- ATTACHMENT E – Indemnification

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. None of Consultant's employees nor any agents engaged by Consultant shall be deemed employees of the City, but rather will be independent contractors serving in a professional capacity. Nothing contained in this Agreement shall be interpreted as authorizing the City to control the means, manner and method by which Consultant performs its services hereunder. The primary interest and responsibility of the City is to ensure that the services covered by this Agreement shall be performed and rendered in a competent, efficient and professional manner.
- 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.

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**2022
FEE SCHEDULE
LABORATORY TESTING**

	Test Method			Unit	Price
	ASTM	AASHTO	MoDOT		
Asphalt					
Asphalt Binder Content of Asphalt Mixtures by the Nuclear Method	D4125	T 287	TM-54	each	\$100.00
Asphalt Binder Content of HMA by the Ignition Method	D6307	T 308		each	\$150.00
Asphalt Binder Content of HMA with Washed Gradation - Ignition Method				each	\$210.00
RAP or Aggregate Correction Factor (for use with AC Content - Burn Off Method)			TM-77	each	\$125.00
Asphalt Calibration Curve for Nuclear Asphalt Content Gauge - 3 points				each	\$300.00
Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixtures	D2726	T 166		each	\$40.00
Thickness or Height of Compacted Bituminous Paving Mixture Specimens	D3549			each	\$10.00
Concrete					
Compressive Strength of Concrete Core (includes sawcutting one end)	C39	T 22		each	\$35.00
Compressive Strength of Concrete Cylinder (4"x8", 6"x12")	C39	T 22		each	\$15.00
Compressive Strength of Grout (Prism or Cube)	C1019			each	\$20.00
Compressive Strength of Mortar Cylinder (2"x4")	C39	T 22		each	\$15.00
Flexural Strength of Concrete Beam	C78	T 97		each	\$40.00
Sawcut Cylinders Ends (to meet ASTM standards)				each	\$15.00
Measuring Length of Drilled Concrete Cores	C174	T 148		each	\$25.00
Concrete Trial Mix Verification				mix	Call for pricing
Soil					
Atterberg Limits	D4318	T 89/90		each	\$85.00
California Bearing Ratio	D1883	T 193		each	\$180.00
Density of Soil in Place by the Drive-Cylinder Method	D2937			each	\$35.00
Modified Proctor	D1557	T 180		each	\$210.00
Moisture Content of Soil	D2216	T 265		each	\$20.00
pH Value	G51	T 289		each	\$40.00
Resistivity	G187	T 288		each	\$125.00
Standard Proctor	D698	T 99		each	\$180.00
Unconfined Compressive Strength of Cohesive Soil	D2166	T 208		each	\$75.00
Materials Finer than 75-µm (No. 200) Sieve by Washing - Soil	C117	T 11		each	\$55.00



LABORATORY TESTING CONTINUED

	<u>Test Method</u>			<u>Unit</u>	<u>Price</u>
	<u>ASTM</u>	<u>AASHTO</u>	<u>MoDOT</u>		
<u>Aggregates</u>					
Deleterious Content of Aggregate (Concrete, Asphalt and Base)			TM-71	each	\$55.00
Flat and Elongated Particles in Coarse Aggregate	D4791			each	\$55.00
Moisture Content of Aggregate	C566	T 255		each	\$20.00
Specific Gravity and Absorption of Fine Aggregate	C128	T 84		each	\$100.00
Specific Gravity and Absorption of Coarse Aggregate	C127	T 85		each	\$65.00
Sieve Analysis of Fine and Coarse Aggregates	C136	T 27		each	\$65.00
Bulk Density ("Unit Weight") and Voids in Aggregate	C29	T 19		each	\$40.00
Materials Finer than 75- μ m (No. 200) Sieve by Washing - Aggregate	C117	T 11		each	\$55.00
<u>Rock</u>					
Compressive Strength of Rock Core	C39	T 22		each	\$40.00
Rock Core Photograph				each	\$25.00
<u>Additional Field Services</u>					
Rebound Hammer Test				day	\$25.00
Coring Bit Wear (Asphalt and Concrete)				inch	\$6.00
Coring Equipment Rental				day	\$75.00
Trailer for Curing Concrete Cylinders and Beams				day	\$100.00
Nuclear Density Gauge				day	\$35.00
Measurement of Pavement Surface Texture Depth by the Sand-Patch Method			TM-19	each	\$20.00
Cylinder Molds				each	\$1.00
Vapor Emissions				each	\$17.50



2022 HOURLY FEE SCHEDULE

The following is a list of hourly rates for our Fee Service Contracts.
Effective July 14, 2021, these rates will apply to all projects performed on a time and expense basis.

<u>Title</u>	<u>Charge-Out</u>
Principal	\$ 150.00
Engineer 5	\$ 85.00
Senior Management	\$ 85.00
Field Manager	\$ 70.00
MoDOT Certified Technician	\$ 60.00
Engineering Technician	\$ 55.00
Administration	\$ 55.00
Special Inspector	\$ 175.00

Note:

*Overtime rate of 1.5 times the regular rate will be charged for hours worked after 8 hours per day, Saturdays, Sundays, or Holidays.

Attachment C

(Optional)

Consultant/Services Agreement

Progress Payment Schedule

Consultant: _____ Date: _____

Project: _____ Basic Compensation: \$ _____

<u>Phase of Work</u> (Describe)	<u>% of Total</u>	<u>Progress Payment</u>
Phase I:	_____ %	\$ _____
Phase II:		\$ _____
Phase III:	_____ %	\$ _____
Phase IV:	_____ %	\$ _____
Phase V:	_____ %	\$ _____

**NOT
AVAILABLE
FOR
THIS
PROJECT**

Total Basic Compensation: \$ _____

Attachment D

Consultant Liability Insurance Requirements

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontractors, including those insurance coverages set forth below. All such insurance policies shall name the Owner as an ADDITIONAL INSURED with the exception of the Worker's Compensation Policy and Professional Errors and Omissions Insurance with a subrogation waiver. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, or by such other method approved by the City, has been given to the City. The cost of such insurance shall be included in the Consultant's proposal.

MINIMUM LIMITS OF INSURANCE

Consultants shall maintain limits no less than:

- (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."

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials and employees; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administrative and defense expense.

OTHER INSURANCE PROVISIONS

The Consultant shall also obtain and pay for insurance policies that contain, or are endorsed to contain, the following provisions:

- a. Consultant's Contingent or Protective Liability and Property Damage to protect the Consultant from any and all claims arising from the operations of subcontractor employed by the Consultant.
- b. Protective Liability Policy in the name of the OWNER for operations of the Consultant or any subcontractor in connection with the Project.
- c. The coverage shall be for a minimum of \$2,000,000 unless otherwise stated in the Contract Documents, and shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
- d. The Consultant's insurance coverage SHALL BE PRIMARY INSURANCE as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- e. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- f. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Bests' rating of no less than A:VI.

VERIFICATION OF COVERAGE

Consultant shall furnish the City with certificates of insurance. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf, and are to be received and approved by the City before work commences. The City of Wildwood reserves the right to require complete, certified copies of all required insurance policies, at any time.

SUBCONTRACTORS

Consultants shall include all subcontractors as insureds under its policies or shall furnish separate certificates of each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

INDEMNIFICATION FORM

Consultants shall complete an Indemnification Form.

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

ATTACHMENT E
INDEMNIFICATION

To the fullest extent not prohibited by law, the Consultant shall defend, indemnify and hold harmless the City of Wildwood, its agents and employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, losses, penalties, fines, costs, and expenses of whatsoever kind or character in connection with or performed hereunder, except where caused by the sole negligence of the indemnitee.

Accepted By:

Cochran Engineering

Signed:

(Signature of Authorized Representative)

Name

(Printed Name of Authorized Representative)

Title

Date