

**AGREEMENT FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made as of September 12, 2022 between the City of West Allis (OWNER) and TerraVenture Advisors, LLC, 13500 Watertown Plank Road, Ste 200, Elm Grove, WI 53122 (CONSULTANT).

OWNER intends to retain CONSULTANT for professional services for project relocation planning and services for the Public Works Facility Replacement Relocation Project and as described in Attachment A (hereinafter called the Project).

OWNER and CONSULTANT agree to performance of professional services by CONSULTANT and payment for those services by OWNER as set forth below.

The following Attachments are attached to and made a part of this Agreement.

- Attachment A – Scope of Services, consisting of 4 pages.
- Attachment B – Period of Services, consisting of 2 pages.
- Attachment C – Compensation and Payments, consisting of 2 pages.
- Attachment D – Terms and Conditions, consisting of 3 pages.
- Attachment E – Insurance, consisting of 2 pages.
- Attachment F – Potential Relocation Parcels Fee Schedule, consisting of 1 page.

This Agreement (consisting of 1 page), together with the Attachments identified above, constitute the entire agreement between OWNER and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said Attachments may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

OWNER		TerraVenture Advisors, LLC CONSULTANT
	(Signature)	
	(Typed Name)	Laura H.S. Sadler
	(Title)	Principal
	(Date)	

ATTACHMENT A - SCOPE OF SERVICES

This is an attachment to the Agreement dated September 12, 2022 between the City of West Allis (OWNER) and TerraVenture Advisors (CONSULTANT).

ARTICLE 1 - BASIC SERVICES

1.1 General

1.1.1 CONSULTANT shall provide professional services for OWNER on the Project to which this Agreement applies, including professional consultation and advice, and duties and responsibilities as provided below.

1.2 Relocation Services

After written authorization to proceed, CONSULTANT shall:

1.2.1 Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data provided by OWNER.

1.2.2 Advise OWNER as to the necessity of OWNER's providing or obtaining additional data or services.

1.2.3 Upon receipt of Signed Contract, CONSULTANT shall initiate contact with all potential parties of interest. Contact to include an introduction letter and to calendar interview appointments.

1.2.3.1 Upon contract approval, CONSULTANT will notify owner and tenant businesses of eligibility status and commence services, upon approval to do so by the OWNER. Any denial of eligibility will be provided by the OWNER.

1.2.3.2 Relocation Services to business owner(s) and tenant business(es) will be provided in accordance with the Wisconsin law, Uniform Act, federal code and the WisDOT REPM, if applicable, and will include:

- Preparation of *Determination of Supplemental Replacement Business or Farm Payment* for each eligible displacee to be submitted to OWNER for review and approval;
- Presentation of relocation package to displacee(s) upon approval by OWNER;
- Advisory services regarding relocation claims to the displacee(s);
- Preparation of relocation claims and submittal to OWNER;
- Upon approval of claims, coordinate payment request and payment to displacee(s);
- Offer of advisory services with regard to re-establishment of business(es).

1.2.3.3 The relocation process, at times, must engage the services of outside contractors or consultants, for example, a moving consultant. If these services are necessary to provide relocation services, their invoices shall be billed directly to the OWNER. No outside contractor will be hired prior to approval from the OWNER.

1.2.3.4 A relocation diary will be maintained for each displacee.

1.2.3.5 A relocation file will be maintained for each displacee. The CONSULTANT will make reasonable efforts to ensure the completeness, accuracy and/or applicability of appraisal-

type information, sales, or other data given to the CONSULTANT from whatever sources are used.

All individual parcel files are considered to be the property of the OWNER and shall be turned over to the OWNER by the CONSULTANT upon completion of the project. The OWNER will then review the file(s) for completeness and request any corrections or clarifications (i.e., amendments, revisions, etc.) from the CONSULTANT deemed necessary to close out the file. The CONSULTANT agrees to make and submit any requested corrections or clarifications in a timely manner.

1.2.3.6 Administrative meetings with the City and/or other stakeholders as needed.

ARTICLE 2 - ADDITIONAL SERVICES

2.1 Services Requiring Authorization in Advance

If authorized in writing by OWNER, CONSULTANT shall furnish or obtain from others Additional Services as provided below. These services are not included as part of Basic Services and will be paid for by OWNER as indicated in Attachment C.

- 2.1.1 Services resulting from significant changes in the general scope, extent or character of the Project including, but not limited to, changes in size, complexity, OWNER's schedule, or method of financing; and revising previously accepted studies, reports, or documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond CONSULTANT's control.
- 2.1.2 Furnishing services of independent professional associates and subconsultants.
- 2.1.3 Services during out-of-town travel required of CONSULTANT other than visits to the site or OWNER's office as required by Basic Services.
- 2.1.4 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.
- 2.1.5 Additional services in connection with the Project, including services which are to be furnished by OWNER as listed below, and services not otherwise provided for in this Agreement.
- 2.1.6 Assistance provided in the acquisition/relocation of off-premise signs.
- 2.1.7 Any residential relocation services

ARTICLE 3 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of CONSULTANT:

- 3.1 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit

instructions, receive information, interpret and define OWNER's policies and decisions with respect to CONSULTANT's services for the Project.

- 3.2 Provide all criteria and full information as to OWNER's requirements for the Project, including objectives and constraints, performance requirements, and budgetary limitations; and furnish copies of all standards which OWNER will require to be included in the Project.
- 3.3 Place at CONSULTANT's disposal all available pertinent information including previous reports and any other relevant data.
- 3.4 Furnish to CONSULTANT, as required for performance of CONSULTANT's Basic Services, the following, all of which CONSULTANT may use and rely upon in performing services under this Agreement:
 - 3.4.1 Data prepared by or services of others, including without limitation property appraisals, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; including appropriate professional interpretations.
 - 3.4.2 Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies.
 - 3.4.3 Property, boundary, easement, right-of-way, topographic and utility surveys.
 - 3.4.4 Property descriptions.
 - 3.4.5 Zoning, deed and other land use restrictions.
 - 3.4.6 Other special data or consultations not covered under Basic Services and Additional Services.
- 3.5 If required, arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement. If requested by OWNER, CONSULTANT shall provide an electronic version of the letter for OWNER to print on OWNER's letterhead.
- 3.6 Examine relocation package documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.
- 3.7 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 3.8 Provide such accounting, independent cost estimating, and insurance counseling services as may be required for the Project, and such legal services as OWNER may require or CONSULTANT may reasonably request with regard to legal issues pertaining to the Project.
- 3.9 Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of a hazardous situation or any other development that affects the scope or

timing of CONSULTANT's services, or any defect or nonconformance in CONSULTANT's services.

- 3.10 Furnish, or direct CONSULTANT to provide, Additional Services as stipulated in paragraph 2.1 or other services as required.
- 3.11 Bear all costs incident to compliance with the requirements of Article 3.
- ~~3.12~~ CONSULTANT will send a letter of project introduction to the displacees within a month of award of this contract. This letter should be in advance of completed appraisal but not more than 2 months in advance of appraisal completion. The OWNER may choose to review this letter prior to sending at the OWNER's discretion.
- 3.13 Handle work associated with off-premise signs, however, CONSULTANT shall provide assistance if requested as described in Article 2.
- 3.14 Provide copies of legal descriptions of the acquisition areas to the CONSULTANT for all parcels shown at Attachment F if available.
- 3.15 If applicable, provide the CONSULTANT with: Construction Plans, Profiles and Cross Sections, Right of Way Plats, Design Study Report, Property Owners Address and Phone List, Agricultural and/or Environmental Impact Studies (upon request), Highway Access Maps (upon request).

ATTACHMENT B - PERIOD OF SERVICES

This is an attachment to the Agreement dated September 12, 2022 between the City of West Allis (OWNER) and TerraVenture Advisors, LLC (CONSULTANT).

ARTICLE 4 - PERIOD OF SERVICES

- 4.1 The provisions of this Article 4 and the compensation for CONSULTANT's services have been agreed to in anticipation of the orderly and continuous progress of the Project. CONSULTANT's obligation to render services hereunder will extend for a period which may reasonably be required, including extra work and required extensions thereto. If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided below and if such dates are exceeded through no fault of CONSULTANT, compensation provided herein shall be subject to equitable adjustment.
- 4.2 The proposed relocation services will be completed as follows: CONSULTANT shall take all reasonable steps to provide timely services to the OWNER and the potential displacee(s). The schedule for completing this work is proposed as follows:

The proposed and anticipated timeframe is as follows:

- | | | |
|--|--|--------------------------------------|
| • Notice to proceed | by | September 16,2022 |
| • Project intro letters to occupants | nlt | One month after appraisal inspection |
| • Relocation Computations submitted | nlt | One week after appraisal approval. |
| • Relocation Computations approved by the City of West Allis | Nlt | One week after submittal |
| • Relocation packages presented to all eligible displace(s) | nlt | One week after approval. |
| • Relocation claims and payments | as information and documentation is provided | |

This timeframe assumes contracting is completed by September 12, 2022. Schedule will be adjusted accordingly if not completed by that date. The schedule and completion date will be adjusted accordingly if prompt response is not received from OWNER. Contract Completion date expected to be no later than 12/31/2026.

- 4.3 CONSULTANT's services under shall each be considered complete at the earlier of (1) the date when the submissions have been accepted by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER, plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the design of the Project or similar.
- 4.4 If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of CONSULTANT's services shall be adjusted equitably.
- 4.5 If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, CONSULTANT may, after giving seven days' written notice to OWNER, suspend services under this Agreement.
- 4.6 OWNER shall be liable for all costs and damages incurred by CONSULTANT for delays caused in whole or in part by OWNER's interference with CONSULTANT's ability to provide services, including, but not limited to, OWNER's failure to provide specified facilities or information, or if CONSULTANT's services are extended by OWNER's actions or inactions for more than ninety days. OWNER agrees to indemnify and hold CONSULTANT harmless for any delays caused by OWNER. If delays are caused by unpredictable occurrences including, without limitation, terrorism, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of material or services, process shutdowns, acts of God or the public enemy, or acts or regulations of any governmental agency, the costs for services and schedule commitments shall be subject to change.

ATTACHMENT C - COMPENSATION AND PAYMENTS

This is an attachment to the Agreement dated September 12, 2022 between the City of West Allis (OWNER) and TerraVenture Advisors, LLC (CONSULTANT).

ARTICLE 5 - COMPENSATION AND PAYMENTS

5.1 Compensation for Services and Expenses

- 5.1.1 Basic Services. OWNER shall pay CONSULTANT for Basic Services set forth in Attachment A as follows:
 - 5.1.1.1 Actual cost of labor, overhead, profit and direct expenses, up to \$163,498.92 plus actual outside contractor costs.
 - 5.1.1.2 CONSULTANT may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total contract amount unless approved in writing by OWNER.
 - 5.1.1.3 The contract amount includes compensation for CONSULTANT's services and do not include any subconsultants or independent contractors.
- 5.1.2 Additional Services. OWNER shall pay CONSULTANT for Additional Services, if any, as follows, however, additional services shall only be provided upon a written amendment to this contract.
- 5.1.3 Reimbursable Expenses. OWNER shall pay CONSULTANT for all Reimbursable Expenses incurred in connection with services as follows: Direct charges as mentioned in 5.1.1.1.
 - 5.1.3.1 For Internal Reimbursable Expenses. An amount equal to the Project-related internal Reimbursable Expenses actually incurred or allocated by CONSULTANT.
- 5.1.4 Amounts Billed.
 - 5.1.4.1 Direct Labor Costs Times a Factor Services. The portion of the amounts billed for CONSULTANT's services which are related to services rendered on a Direct Labor Costs times a factor basis will be billed based on the applicable Direct Labor Costs for the cumulative hours charged to the Project during the billing period by CONSULTANT's employees multiplied by the above designated factor, plus Reimbursable Expenses and charges of CONSULTANT's independent professional associates and subconsultants.
- 5.1.5 Annual Adjustments. The Direct Labor Costs will be adjusted annually (as of January) and the factor applied to Direct Labor Costs and the Reimbursable Expenses Schedule will be adjusted annually (as of May) to reflect equitable changes in the compensation payable to CONSULTANT.
- 5.1.6 Other Provisions Concerning Compensation
 - 5.1.6.1 Records. Records pertinent to CONSULTANT's compensation will be kept in accordance with generally accepted accounting practices. To the extent necessary to verify CONSULTANT's

charges and upon OWNER's timely request, CONSULTANT shall make copies of such records available to OWNER at cost.

5.2 Payments

- 5.2.1 Times of Payments. CONSULTANT shall submit monthly invoices for Basic and Additional Services, if authorized, rendered and for Reimbursable Expenses incurred. OWNER shall make prompt monthly payments in response to CONSULTANT's invoices.
- 5.2.2 Failure to Pay. If OWNER fails to make any payment due CONSULTANT for services and expenses within thirty days after receipt of CONSULTANT's invoices, the amounts due CONSULTANT will be increased at the rate of 1-1/2% per month (18% A.P.R.) from said thirtieth day, and in addition, CONSULTANT may, after giving seven days' written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services and expenses.
- 5.2.3 Payments Upon Termination. In the event of termination by OWNER under Attachment D, paragraph 7.5, CONSULTANT will be entitled to invoice OWNER and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. In the event of termination by OWNER for convenience or by CONSULTANT for cause, CONSULTANT also shall be entitled to invoice OWNER and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with CONSULTANT's independent professional associates and subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in this Attachment C.
- 5.2.4 Payments for Taxes Assessed on Services. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to the compensation as determined above.
- 5.2.5 Deductions or Offsets. No deductions or offsets shall be made from CONSULTANT's compensation or expenses on account of any setoffs or back charges.

ATTACHMENT D - TERMS AND CONDITIONS

This is an attachment to the Agreement dated September 12, 2022 between the City of West Allis (OWNER) and TerraVenture Advisors, LLC (CONSULTANT).

ARTICLE 7 - GENERAL CONSIDERATIONS

7.1 Standard of Performance

The standard of care for all professional services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT does not make any warranty or guarantee, expressed or implied, nor is this Agreement or contract subject to the provisions of any uniform commercial code. Similarly, CONSULTANT will not accept those terms and conditions offered by OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

7.2 Reuse of Documents

At completion of project, all acquisition files and related documentation to this project will be submitted to the OWNER. All documents prepared or furnished by CONSULTANT (and independent professional associates and subconsultants) pursuant to this Agreement are instruments of service and CONSULTANT shall retain an ownership and property interest therein. OWNER may make and retain copies for information and reference in connection with use by OWNER; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT, or to independent professional associates or subconsultants, and OWNER shall indemnify and hold harmless CONSULTANT and independent professional associates and subconsultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by OWNER and CONSULTANT.

7.3 Electronic Files

7.3.1 OWNER and CONSULTANT agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this Agreement is executed and listed elsewhere. Any changes to the electronic specifications by either OWNER or CONSULTANT are subject to review and acceptance by the other party. Additional services by CONSULTANT made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

7.3.2 Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

7.3.3 OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by CONSULTANT and electronic files, the hard-copy documents shall govern.

7.4 Insurance

CONSULTANT shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom. Requirements for insurance are amended and supplemented as indicated in Attachment E. City of Racine is to be named as an additional insured.

7.5 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon 30 days written notice with or without cause.

7.6 Controlling Law

This Agreement is to be governed by the law of the State of Wisconsin.

7.7 Successors and Assigns

7.7.1 OWNER and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and CONSULTANT (and to the extent permitted by paragraph 7.7.2 the assigns of OWNER and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.7.2 Neither OWNER nor CONSULTANT shall assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates and subconsultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

7.7.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party.

7.8 Dispute Resolution

7.8.1 Negotiation. OWNER and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the dispute resolution provision below or other provisions of this Agreement, or under law.

7.8.2 Mediation. If direct negotiations fail, OWNER and CONSULTANT agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this Agreement prior to exercising other rights under law.

7.9 Exclusion of Special, Indirect, Consequential, and Liquidated Damages

CONSULTANT shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this Agreement.

7.10 Americans with Disabilities Act

The Consultant shall use reasonable professional effort and judgment in interpreting and advising the Client as to the necessary requirements for the Project to comply with the Americans with Disabilities Act (ADA). The Consultant shall rely on the local building department for interpretations of the ADA at the time the service is rendered. The Consultant does not warrant or guarantee that the Project will fully comply with interpretations of ADA requirements by regulatory or judicial bodies.

7.11 Affirmative Action

Consultant agrees to adopt an affirmative action plan to increase its partners, associates, and employee members of under-represented groups in all of its departments, job classifications, and salary categories. In the event that the Consultant subcontracts a portion of this agreement, the Consultant will include in its subcontracts, a requirement that its subcontractors include a similar requirement in their contracts with subcontractors.

7.12 Non-Discrimination

Consultant will not discriminate against any qualified employee or qualified applicant for employment because of race, color, national origin, ancestry, religion, age, marital status, disability, sex, or sexual orientation. In the event any portion of this Agreement is subcontracted by Consultant, Consultant shall include in such subcontract, a provision prohibiting the subcontractor from discriminating against any qualified employee or qualified applicant for employment because of race, color, national origin, ancestry, religion, age, marital status, disability, sex, or sexual orientation.

ATTACHMENT E - INSURANCE

This is an attachment to the Agreement dated September 12, 2022 between the City of West Allis (OWNER) and TerraVenture Advisors, LLC (CONSULTANT).

ARTICLE 8 - INSURANCE

8.1 Workers' Compensation

Workers' Compensation insurance covering the CONSULTANT for any and all claims which may arise against the CONSULTANT because of Workers' Compensation and Occupational Disease Acts shall be carried. The Employer's Liability Section shall have limits of not less than the following:

Each Accident:	\$ 1,000,000
Disease, Policy Limit:	\$ 1,000,000
Disease, Each Employee:	\$ 1,000,000

8.2 Commercial General Liability

Commercial General Liability insurance protecting the CONSULTANT against any and all general liability claims which may arise in the course of performance of this Agreement shall be carried. The limits of liability shall not be less than the following:

General Aggregate:	\$ 2,000,000
Products-Completed Operations Aggregate:	\$ 3,000,000
Personal and Advertising Injury:	\$ 1,000,000
Each Occurrence:	\$ 1,000,000

Property damage liability coverage shall not exclude explosion, collapse, and underground perils if CONSULTANT is engaged in these activities.

Commercial General Liability coverage shall also protect the CONSULTANT for the same limits of liability for claims which may arise because of the indemnity or contractual liability agreement contained within this Agreement.

8.3 Business Automobile Liability

Business Automobile Liability insurance including Owned, Non-Owned, and Hired vehicles shall be carried with a limit of not less than the following:

Bodily Injury and Property Damage, Combined Single Limit:	\$ 1,000,000
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8.4 Umbrella Excess Liability

Excess liability insurance (umbrella form) over underlying Employer's Liability, Commercial General Liability, and Business Automobile Liability shall be carried. The limits of liability shall be not less than the following:

Each Occurrence:	\$ 10,000,000
Aggregate:	\$ 10,000,000

8.5 Professional Liability (Errors and Omissions)

Professional Liability insurance protecting the CONSULTANT against Professional Liability claims which may arise in the course of this Agreement shall be carried. The limits of liability shall be not less than the following:

Each Claim:	\$ 2,000,000
Aggregate:	\$ 2,000,000

8.6 Valuable Papers

During the life of this Agreement, the CONSULTANT shall maintain in force Valuable Papers and Records insurance in an amount equal to the maximum exposure to loss of written, printed, or otherwise inscribed documents and records, including books, maps, films, drawings, abstracts, deeds, mortgages, and manuscripts as shall be required and/or produced in the completion of this Agreement by the CONSULTANT.

