

COTTONWOOD HEIGHTS

RESOLUTION NO. 2014-35

A RESOLUTION APPROVING AN AGREEMENT
FOR PLANNING AND CONSULTING SERVICES
WITH BLU LINE DESIGNS CORP.

WHEREAS, the city council (the "*Council*") of the city of Cottonwood Heights (the "*City*") met in regular session on 24 June 2014 to consider, among other things, approving an agreement (the "*Agreement*") with Blu Line Designs Corp. ("*Consultant*") whereunder Consultant would provide landscape planning and other consulting services to the City as specified in the Agreement; and

WHEREAS, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City's entry into the Agreement as proposed;

NOW, THEREFORE, BE IT RESOLVED by the Cottonwood Heights city council that the attached Agreement is hereby approved, and that the City's mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

This Resolution, assigned no. 2014-35, shall take effect immediately upon passage.

PASSED AND APPROVED effective 24 June 2014.

COTTONWOOD HEIGHTS CITY COUNCIL

ATTEST:



Kory Solorio
Kory Solorio, Recorder

By Kelwyn H. Cullimore, Jr.
Kelwyn H. Cullimore, Jr., Mayor

VOTING:

Kelvyn H. Cullimore, Jr.	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael L. Shelton	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
J. Scott Bracken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael J. Peterson	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Tee W. Tyler	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

DEPOSITED in the office of the City Recorder this 24th day of June 2014.

RECORDED this 25th day of June 2014.

Agreement for Planning and Consulting Services

THIS AGREEMENT FOR PLANNING AND CONSULTING SERVICES (this “*Agreement*”) is made effective __ June 2014 by **COTTONWOOD HEIGHTS**, a Utah municipality whose address is 1265 East Fort Union Blvd., Suite 250, Cottonwood Heights, UT 84047 (“*City*”), and by **BLU LINE DESIGNS CORP**, a Utah corporation whose address is 45 West Sege Lily Drive, Suite 500, Sandy, UT 84070 (“*Consultant*”).

RECITALS:

A. City desires to obtain from a qualified expert planning and consulting services to master plan landscaping and site improvements for the purpose of beautifying the Fort Union Blvd. corridor between Union Park Avenue and 2700 East in the City (the “*Corridor*”).

B. Consultant regularly provides such planning and consulting services.

C. By this Agreement, City desires to retain Consultant, and Consultant desires to be retained by City, to perform the subject planning and consulting services on the terms and conditions specified herein.

D. City and Consultant intend to identify herein the planning and consulting services to be performed for City by Consultant, the basis of compensation for such services, and to otherwise set forth their entire agreement concerning the subject services. Consequently, this Agreement shall supercede any and all prior or contemporaneous negotiations and/or agreements, oral and/or written, between the parties concerning the services to be provided under this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, the mutual covenants and undertakings of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. **Scope of Services.** Consultant shall provide planning and consulting services (collectively, the “*Services*”) to City as reasonably directed by City for the purpose of developing a beautification master plan (the “*Plan*”) the Corridor, as contemplated by all applicable legal requirements and best practices.

The entire scope of the proposed Services are described in Consultant’s 16 May 2014 proposal (the “*Proposal*”) to City; provided, however, that the Services shall be rendered in an phased, iterative manner which includes the following steps: Research and input; presentation of Consultant’s findings to City’s staff and if necessary, public bodies (such as City’s legislative body [the “*Council*”], planning commission and/or architectural review commission); collection of City’s input and direction; modification of plans; and reporting back to City, with that cycle continuing throughout the course of the entire project.

City shall be freely entitled to stop Consultant’s work at any stage of the Services if City determines that adequate information has been obtained or that such stoppage is warranted for any reason. In such event, and notwithstanding anything to the contrary in this Agreement or the Proposal, Consultant shall be entitled only to compensation due for Services rendered through

the effective date of such termination, and shall have no claim for any other payments or damages, all as explained more specifically below.

Subject to the foregoing, the Services shall include the following:

(a) Phases. The Services shall be divided into the phases, steps and work described in the Proposal.

(b) Public Meetings. Consultant shall attend and conduct such public “scoping,” and other, meetings as City reasonably may direct. City shall schedule and advertise all public meetings or hearings. It is anticipated that Consultant will make presentations at two or more public meetings for each of the aforementioned steps in order to receive public input and direction from City. All reasonable and final adjustments to the resulting Plan as directed by City will be made by Consultant prior to their final adoption/approval by City.

(c) Schedule. It is anticipated that the final Plan will be completed by December 31, 2014. Consultant shall comply with such performance schedule for the component Services as City reasonably may direct upon reasonable prior notice to Consultant.

(d) Deliverables. Consultant shall provide all deliverables identified in the Proposal, as well as (i) at minimum, ten bound hard copies and three CDs of the Plan and the other results of Consultant’s Services, and (ii) such other documentation and deliverables as City reasonably may request.

(e) Other Services. Consultant shall perform other services and work as specified in the Proposal, or as may be mutually agreed to by the parties in writing.

If Consultant believes that any of the aforementioned Services merit payment of any additional fee beyond the Fee (defined below), then Consultant shall so inform City in advance before undertaking any of such additional services, describing the need for such additional services and the not to exceed cost of providing them. If City desires Consultant to proceed with any such additional services, City shall so inform Consultant in writing. Consultant may not perform any additional services, or seek compensation therefor, without City’s prior written consent.

Section 2. Performance of Services. Except as otherwise provided in this Agreement, Consultant shall furnish all supervision, personnel, labor, materials, supplies and shall obtain all licenses and permits required for performance of the Services. The Services shall be performed at Consultant’s offices and other mutually-agreeable places.

Section 3. Compensation; Invoices; Remittance. For satisfactory performance, City shall pay to Consultant the maximum amount of \$19,400 (the “Fee”).

(a) Invoices. Consultant shall invoice City for the Services performed during each calendar month at the end of that month or as soon as practical thereafter. All invoices submitted to City shall contain references to this Agreement. Invoices shall detail the Services performed and shall contain copies of all supporting documents or proof of any expenditures on behalf of City, and otherwise shall be in sync with the stage of completion of the Services outlined in the Proposal. Invoices for any approved additional services also shall specify the person(s) performing such services, the hours worked, the applicable hourly rate(s),

(b) Questioned Charges. Any questions or objections by City concerning Consultant's charges under an invoice for the any services shall be submitted within 30 days after City's receipt of the subject invoice.

(c) Remittances. Subject to subsection 3(b), all invoiced amounts due for Services performed shall be paid by City within 30 days after City's receipt of the subject invoice. If payment is not remitted or reasonably questioned to Consultant when due, Consultant shall be entitled to recover interest thereon at the rate of ten percent (10%) per annum from and after the date the remittance is due and payable.

Section 4. Change in Level of Services. City shall be freely entitled to modify (increase or decrease) the level of the Services hereunder by providing at least 15 days' prior written notice to Consultant of such change. Consultant's compensation shall be reasonably modified in connection with any such change.

Section 5. Suspension of Services. City shall have the absolute right to terminate the Services at any time without cost or liability to Consultant as provided in this Agreement. City also may by written notice direct Consultant to temporarily suspend performance of any or all of the Services for a specified period of time. If such suspension is not occasioned by the fault or negligence of Consultant, this Agreement may be modified to compensate Consultant for extra costs reasonably incurred as a result of said suspension, provided that any claim for adjustment is supported by appropriate cost documentation and asserted within 20 calendar days after the date that City issues an order for resumption of the Services. Upon its receipt of any such suspension notice, Consultant immediately shall (a) discontinue the Services; (b) place no further orders or subcontracts in connection with the Services; (c) suspend all outstanding orders and subcontracts in connection with the Services; (d) protect and maintain the existing work and work-product in connection with the Services; and (e) otherwise mitigate City's costs and liabilities for the suspended areas of the Services.

Section 6. Termination for Convenience. City may terminate this Agreement, or any part hereof, at any time with or without cause prior to its completion by sending to Consultant written notice of such termination. Upon any such termination, City shall pay to Consultant the full amount due for all Services satisfactorily performed by Consultant as of the date of termination, excluding damages or anticipated profits on work not yet completed or performed.

Section 7. Ownership of Designs and Drawings. All documents (whether printed or stored on paper or as electronic, magnetic, or digital information) produced or collected by Consultant in its performance of the Services (including, without limitation, original drawings, estimates, specifications, field notes and data) (collectively, the "Documents") are and shall remain the exclusive property of City. Conditioned only on City's payment to Consultant of the amounts due hereunder, at the conclusion of the Services or any earlier termination thereof Consultant shall deliver to City all Documents, whether or not complete. Consultant may, at its expense, reproduce for its own records the Documents so supplied to City. Consultant may not disclose, sell, use, publish or display any Documents or other information collected or produced in connection with its performance of this Agreement without City's prior written consent.

Section 8. Nondisclosure; Conflict of Interest. Consultant shall not divulge to third parties without City's prior written consent any information obtained from or through City in connection with the performance of this Agreement. Unless waived by City, Consultant shall

require its employees and subcontractors of any tier to adhere to the same covenant of nondisclosure. Consultant shall safeguard the confidentiality of any information obtained from or through City in connection with the performance of this Agreement to the same extent as Consultant safeguards the confidentiality of its own proprietary or confidential information. Consultant and its subcontractors shall not act as a consultant in any matters adverse to City.

Section 9. **Compliance with Laws.** Consultant shall at all times comply with all applicable federal, state and local laws, statutes, rules, regulations, and ordinances, including, without limitation, those governing wages, hours, desegregation, employment discrimination, workers' compensation, employer's liability and safety. Consultant also shall comply with all applicable equal opportunity laws and regulations.

Section 10. **Patent and Copyright.** If Consultant's employees, officers, agents, subcontractors of any tier, or anyone of a like nature in the performance of the Services or as a result of performing the Services develop any trade secret, prepare any copyrighted material, make any improvement, originate any invention, or develop any process or the like (collectively, an "*Innovation*"), (a) such Innovation shall be the property of Consultant, but (b) Consultant shall grant or cause to be used for the benefit of City (or for City's own internal use) the Innovation for so long as City reasonably desires.

Section 11. **Independent Contractor.** Consultant shall perform the Services as an independent contractor, and all persons employed by Consultant in connection with this Agreement or the Services shall be employees of Consultant and not employees of City in any respect or for any purpose.

Section 12. **Assignment.** Consultant shall not assign this Agreement, or any part thereof, without City's prior written consent. Any attempted assignment in violation of this section shall be void from its inception.

Section 13. **Subcontracts.** Except for those subcontractors which are specified in Consultant's Proposal, Consultant shall not award any work to any subcontractor without City's prior written approval, which approval will not be given until (a) Consultant submits to City a written statement (containing such information as City may require) concerning the proposed award to the subcontractor, and (b) City has reasonably approved such proposed subcontract.

Consultant shall be as fully responsible to City for the acts and omissions of Consultant's subcontractors, and of persons either directly or indirectly employed by such subcontractors, in the same manner as Consultant is liable for the acts and omissions of its own employees. Consultant shall cause appropriate provisions to be inserted in all subcontracts to bind subcontractors to Consultant by the terms and conditions of this Agreement insofar as applicable to the work of subcontractors, and to give Consultant the same power to terminate any subcontract as City may exercise over Consultant under this Agreement. Nothing in this Agreement, and no course of dealing, shall create any contractual relationship between City and any of Consultant's subcontractors.

Section 14. **Accounting and Auditing.** Consultant shall keep accurate and complete records in support of all remuneration paid hereunder. City, or its audit representative, shall have the right at any reasonable time(s) to examine, audit, and reproduce all records pertaining to costs, including but not limited to payrolls, employees' time sheets, invoices, and all other

evidence of expenditures for the Services. Such records shall be available for one year after completion of the Services.

Section 15. **Non-Exclusive Rights.** Nothing in the Agreement is to be construed as granting to Consultant the exclusive right to perform any or all of the Services from time to time required by City.

Section 16. **Indemnification.** Consultant shall indemnify, save and hold harmless City (including its elected and appointed officers, employees, successors and assigns) from and against any and all demands, liabilities, claims, damages, costs (including City's attorney fees) actions and/or proceedings resulting from Consultant's performance of the Services, whether such matters are based on simple negligence, conflict of interest, gross negligence, recklessness or intentional misconduct by Consultant (or any employees, subcontractors or agents of Consultant). In the event of a lawsuit brought against City as a result of the Services (or lack thereof), City shall notify Consultant of such lawsuit and afford Consultant the option of providing at Consultant's cost separate qualified legal representation to City (including its elected and appointed offices, employees, successors and assigns) that is reasonably acceptable to City. Consultant's failure to exercise its option to affirmatively defend City in such an action shall not excuse Consultant from responsibility to indemnify City from and against all liabilities, claims, damages, costs (including attorney fees) or other losses incurred by City in, or as a result of, such lawsuit, provided that the same are attributable to Consultant's improper performance of the Services hereunder.

Section 17. **Insurance.** Without limiting any obligations of Consultant, Consultant shall, prior to commencing work, secure and continuously carry insurance in accordance with the exhibit attached hereto, and shall furnish proof thereof satisfactory to City promptly when requested.

Section 18. **Professional Responsibility.** Consultant shall perform the Services using equal or higher standards of care, skill and diligence as normally provided by a professional in the performance of consulting services similar to those contemplated hereunder. Without limiting any other remedies available to City, if Consultant fails to comply with such professional standards, Consultant shall, upon notice from City, promptly re-perform the sub-standard work at Consultant's sole cost.

Section 19. **Examination of Work.** All Services shall be subject to examination by City at any reasonable time(s). City shall have the right to reject any unsatisfactory work. Neither examination of the Services, lack of the same, acceptance of the Services by City nor payment therefor shall relieve Consultant from its obligations under this Agreement regarding the quality and accuracy of the Services.

Section 20. **Progress.** Consultant shall submit periodic written progress reports as reasonably requested by City. City or its agents or representatives may visit Consultant's offices at any reasonable time(s) to determine the status of the Services.

Section 21. **Conflict Resolution.** Except as otherwise provided herein, in the event of a dispute between the parties regarding the Services which is not disposed of by agreement, the resolution of the dispute shall be decided by City, which shall provide written notice of its decision to Consultant. Such decision by City shall be final unless Consultant, within 30 calendar days after such notice of City's decision, provides to City a written notice of protest, stating

clearly and in detail the basis thereof. Consultant shall continue its performance of this Agreement during such resolution. If the parties do not agree, then the parties shall resolve the dispute pursuant to section 22 below.

Section 22. **Claims and Disputes.** Claims, disputes and other issues between the parties arising out of or related to this Agreement shall be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah. Unless otherwise terminated pursuant to the provisions hereof or otherwise agreed in writing, Consultant shall continue to perform the Services during any such litigation and City shall continue to make payments to Consultant in accordance with the terms of this Agreement.

Section 23. **Notice.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the parties as set forth below.

Consultant: Blu Line Designs Corp.
Attn. Cory Shupe
45 West Segoe Lily Drive, Suite 500
Sandy, UT 84070

City: COTTONWOOD HEIGHTS
Attn. John Park, Manager
1265 East Fort Union Blvd., Suite 250
Cottonwood Heights, UT 84047

with a copy to: Wm. Shane Topham
CALLISTER NEBEKER & MCCULLOUGH
10 East South Temple, 9th Floor
Salt Lake City, UT 84133

Section 24. **City's Cooperation.** City will provide the following assistance to Consultant in connection with the Services:

(a) **Representative.** Designate a representative of City to act as Consultant's point of contact with respect to the Services.

(b) **Information.** Provide to Consultant access to all non-confidential information pertaining to the Services that is in City's possession or is reasonably available to City. Consultant shall not be responsible for errors or omissions in any City-provided information, nor for delays in completing the Services attributable to City's delay in providing required information.

(c) **Staff Assistance.** Such support of City's staff as City determines, in its sole discretion, to make available to Consultant.

Section 25. **Conflicts.** In the event of inconsistencies within or between this Agreement, the Proposal or applicable legal requirements, Consultant shall (a) provide the better quality or greater quantity of Services, or (b) comply with the more stringent requirements, either

or both in accordance with City's interpretation.

Section 26. **Additional Provisions.** The following provisions also are integral to this Agreement:

(a) **Titles and Captions.** All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof.

(b) **Pronouns and Plurals.** Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plurals and vice versa.

(c) **Applicable Law.** The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah.

(d) **Integration.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

(e) **Time.** Time is the essence hereof.

(f) **Survival.** All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

(g) **Waiver.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

(h) **Rights and Remedies.** The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

(i) **Severability.** In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

(j) **Litigation.** If any action, suit or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement, all costs and expenses of the

Exhibit to Agreement for Planning and Consulting Services

INSURANCE REQUIREMENTS FOR PARTIES CONTRACTING WITH THE CITY OF COTTONWOOD HEIGHTS

The contracting party shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the contracting party, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contracting party's bid.

A. MINIMUM LIMITS OF INSURANCE.

The contracting party shall maintain limits no less than:

1. *Professional Liability*: \$2,500,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage, including "tail coverage" for at least one year after completion of all services.

2. *Automobile Liability*: \$2,500,000.00 combined single limit per accident for bodily injury and property damage. ■Any Auto● coverage is required.

3. *Worker's Compensation*: Worker's compensation limits as required by applicable law for all employees and other persons.

4. *Commercial General Liability*: \$2,500,000.00 combined single limit per occurrence for personal injury and property damage; \$2,500,000.00 annual aggregate. Broad Form Commercial General Liability is required (ISO 1993 or better). Personal injury, premises-operations, products-completed operation, independent contractors and subcontractors fire legal liability and, when appropriate, coverages for explosion, collapse and underground (XCU) hazards.

5. *Excess Liability*. \$10,000,000.00.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS.

Any deductibles (5% limit), self-insured programs or retentions must be declared to and approved by the city of Cottonwood Heights (the ■City●). At the option of the City, either: the insurer may be required to reduce or eliminate such deductibles or self-insured retentions as respect to the City, its officers, officials and employees; or the contracting party may be required to procure a bond guaranteeing payment of losses and related investigations, claim distribution and defense expenses.

C. NOTICE OF INCIDENT OR ACCIDENT.

The contracting party shall agree to promptly disclose to the City all incidents or occurrences of accident, injury, and/or property damage covered by the insurance policy or policies.

D. OTHER INSURANCE PROVISIONS.

The policies are to contain, or be endorsed to contain, the following provisions:

1. *General Liability and Automobile Liability Coverages.*

(a) The City, its officers, officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the contracting party; products and completed operations of the contracting party; premises owned, leased, hired or borrowed by the contracting party. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

(b) The contracting party's insurance coverage shall be a primary insurance as respects to 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 in excess of the contracting party's insurance and shall not contribute with it.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

(d) The contracting party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

2. *Worker's Compensation and Employer's Liability Coverage.*

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the contracting party for the City.

3. *All Coverages.*

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice (from the insurer) by certified mail, return receipt requested, has been given to the City.

E. ACCEPTABILITY OF INSURERS.

Insurance is to be placed with insurers with a Best's rating of no less than A:VII, unless approved by the Manager.

F. VERIFICATION OF COVERAGE.

The contracting party shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided before work commences.

The City reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

G. SUBCONTRACTORS.

The contracting party shall include all subcontractors as insureds under its policy or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.



CERTIFICATE OF LIABILITY INSURANCE

BLULINE-01

ENRIQUE

DATE (MM/DD/YYYY)

6/9/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER American Insurance & Investment Corp. 448 South 400 East Salt Lake City, UT 84111	CONTACT NAME: Enrique Cruz	
	PHONE (A/C, No, Ext): (801) 364-3434 FAX (A/C, No): (801) 355-5234 E-MAIL ADDRESS: Enrique.Cruz@american-ins.com	
INSURED Blu line designs Attn: Corey Shupe 45 W. Sego Lily Dr, Suite 500 Sandy, UT 84070	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Travelers Ind Co of America	25666
	INSURER B: Trumbull Insurance Company	27120
	INSURER C: XL Specialty Insurance Company	37885
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Hired and non owned <input checked="" type="checkbox"/> auto included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		6802897R749	06/07/2014	06/07/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	34WECBR0601	04/15/2014	04/15/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	PROF LIAB CLAIM MADE		DPS9688019	06/07/2014	06/07/2015	PER CLAIM 2,000,000
C	RETRO DATE 04/01/08		DPS9688019	06/07/2014	06/07/2015	AGGREGATE 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Cottonwood Heights
1265 East Fort Union Blvd. Suite 250
Midvale, UT 84047

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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