

PO 59348

Clerk's Contract and Agreement Cover Page

Year: 2011

Legistar File ID#: 2011-0007

Multi Year: ☐

Amount \$111,600.00

Contract Type:

Professional Services

Contractor's Name:

Norris Design

Contractor's AKA:

Execution Date:

2/10/2011

Termination Date:

Renewal Date:

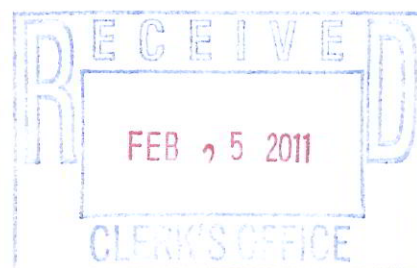
Department:

Public Works/Streets

Originating Person:

Ed Wilmes

Contract Description: LaGrange Road Corridor Landscape Design



Friday, February 25, 2011

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100



VILLAGE HALL

TRUSTEES
Bernard A. Murphy
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia Gira

February 25, 2011

Mr. Keith Demchinski
Norris Design
540 Duane Street
Glen Ellyn, Illinois 60137

RE: NOTICE TO PROCEED
LaGrange Road Corridor Landscape Design

Dear Mr. Demchinski:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, and insurance documents in order for work to commence on the above stated project as of February 17, 2011.

Please contact Mr. Ed Wilmes at 708-403-6357 to arrange the commencement of the work.

The Village has processed Purchase Order #059548 for this contract/service and faxed this to your company. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated February 10, 2011 in an amount not to exceed One Hundred Eleven Thousand Six Hundred and No/100 (\$111,600.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,


Denise Domalewski
Contract Administrator

Encl:

cc: Ed Wilmes

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100



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February 10, 2011

Mr. Keith Demchinski
Norris Design
540 Duane Street
Glen Ellyn, Illinois 60137

NOTICE OF AWARD – LaGrange Road Corridor Landscape Design

Dear Mr. Demchinski:

This notification is to inform you that on January 17, 2011, the Village of Orland Park Board of Trustees approved awarding Norris Design the contract in accordance with the proposal you submitted dated December 6, 2010 for Professional Engineering Services for LaGrange Road Corridor for an amount not to exceed One Hundred Eleven Thousand Six Hundred and No/100 (\$111,600.00) Dollars.

In order to begin this engagement, you must comply with the following within ten business days of the date of this Notice of Award, which is by February 24, 2011.

1. Enclosed is the Contract for LaGrange Road Corridor Landscape Design. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.
2. Also enclosed are the Certifications and Insurance Requirements. Please fill out the Certifications and return them directly to me.
3. Submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to at minimum and endorsements for **a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation. Please have this faxed to my attention at 708-403-9212 for my review before sending the original.**

Deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, Insurance Certificate and Endorsements are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a *Notice to Proceed* letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your bid abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orland-park.il.us.

Sincerely,
Denise Domalewski
Contract Administrator

cc: Ed Wilmes

VILLAGE OF ORLAND PARK
LaGrange Road Corridor Landscape Design
(Contract for Services)

This Contract is made this **10th day of February, 2011** by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and Norris Design (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the CONTRACTOR (hereinafter referred to collectively as the "PARTIES,") the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

This Contract
Professional Engineering General Terms and Conditions
The Proposal submitted by Contractor on December 6, 2010, to the extent it does not conflict with this contract.
All Certifications required by the Village
Certificates of insurance

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

Norris Design will utilize the design theme established for the improvements at 143rd and LaGrange Road to develop the streetscape planting, irrigation, and hardscape package for Phase II submittal to IDOT for Segment 1 – 179th Street to 159th Street, Segment 2 – 159th Street to 144th Street, and Segment 3 – Southwest Highway to 131st Street. The project area includes the landscaped parkways, medians, and enhanced intersections and crosswalks within the improvement area/project limits for the LaGrange Road right-of-way (ROW);

(hereinafter referred to as the "WORK") as further detailed in the CONTRACTOR'S Proposal and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount for performance of the described services:

Segment 1

Task 1.1 – Schematic Landscape Design	\$ 7,700.00
Task 1.2 – Landscape Plan Design Development	\$ 13,300.00
Task 1.3 – Landscape Plan Construction Documents	\$ 14,900.00
Task 1.4 – Submittal Coordination and Bid Support	<u>\$ 10,400.00</u>
Subtotal Segment 1	\$ 46,300.00

Segment 2

Task 2.1 – Schematic Landscape Design	\$ 4,400.00
Task 2.2 – Landscape Plan Design Development	\$ 5,900.00
Task 2.3 – Landscape Plan Construction Documents	\$ 12,500.00
Task 2.4 – Submittal Coordination and Bid Support	<u>\$ 8,600.00</u>
Subtotal Segment 2	\$ 31,400.00

Segment 3

Task 3.1 – Schematic Landscape Design	\$ 4,100.00
Task 3.2 – Landscape Plan Design Development	\$ 5,200.00
Task 3.3 – Landscape Plan Construction Documents	\$ 9,300.00
Task 3.4 – Submittal Coordination and Bid Support	<u>\$ 8,600.00</u>
Subtotal Segment 2	\$ 27,200.00

Estimated Reimbursables \$ 6,700.00

(See proposal dated December 6, 2010 for task detail.)

TOTAL: an amount not to exceed One Hundred Eleven Thousand Six Hundred and No/100 (\$111,600.00) Dollars

(hereinafter referred to as the “CONTRACT SUM”). The CONTRACT SUM shall not be increased without the express written consent of the VILLAGE.

SECTION 3: ASSIGNMENT: CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the VILLAGE.

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The WORK shall commence upon receipt of a Notice to Proceed and continue expeditiously until final completion. This Contract shall terminate upon completion of the WORK, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and

representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as follows: CONTRACTOR hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the CONTRACTOR and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The CONTRACTOR shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. CONTRACTOR and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human

Rights with regard to posting information on employees' rights under the Act. CONTRACTOR and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the WORK.

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the VILLAGE:
Denise Domalewski
Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173
Facsimile: 708-403-9212
e-mail: ddomalewski@orland-park.il.us

To the CONTRACTOR:
Keith Demchinski
Principal
Norris Design
540 Duane Street
Glen Ellyn, Illinois 60137
Telephone: 630-547-9372
Facsimile: 630-790-2204
e-mail: kdemchinski@norris-design.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The CONTRACTOR shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

SECTION 10: COMPLIANCE: CONTRACTOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 11: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify and hold harmless the Village of Orland Park from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Orland Park under this agreement.

SECTION 12: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

SECTION 13: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 14: COUNTERPARTS: This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the parties.

FOR: THE VILLAGE

By:  Paul G. Grimes

Print Name: Village Manager

Its: Village Manager

Date: 2/19/11

FOR: THE CONTRACTOR

By: 

Print Name: KEITH DEMCHINSKI

Its: PRINCIPAL

Date: 2/19/11

**VILLAGE OF ORLAND PARK
PROFESSIONAL ENGINEERING SERVICES
GENERAL TERMS AND CONDITIONS**

1. **Relationship Between Engineer and Village:** The Engineer shall serve as the Village's professional engineer consultant in those Projects, or phases of the Project, to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Village. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Village or Engineer.
2. **Responsibility of the Engineer:** Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Village and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Village, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. The Engineer shall not be responsible for the acts or omissions of the Village, or for the failure of the Village, any architect, another engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

The Village reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and the Village shall negotiate appropriate contract adjustments acceptable to both parties to accommodate any changes. The Engineer will be responsible for correctly laying out the design data shown on the contract documents where construction staking services are a part of this Agreement. The Engineer is not responsible for, and Village agrees herewith to hold Engineer harmless from any and all errors which may be contained within the Contract Documents, unless such errors are the result of the work of the Engineer. It is expressly understood that the uncovering of errors in the plans and specifications, unless such errors should have been uncovered by the Engineer in the exercise of its professional service, is not the responsibility of the Engineer and any and all costs associated with such errors shall be borne by others.

3. **Changes:** Village reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Village shall negotiate appropriate adjustments acceptable to both parties to accommodate any such changes, if commercially possible.
4. **Suspension of Services:** Village may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The Village, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.
5. **Documents Delivered to Village:** Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Village for the use of the Village. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer to the extent permitted by law. The Village may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right, upon prior written notice to the Village, to retain the original tapes/disks and to remove from copies provided to the Village all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Village in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

6. **Reuse of Documents:** All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Village or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Village's sole risk, and Village shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such

verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by Village and Engineer.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Village's confidential and proprietary information if the Village has previously advised the Engineer in writing of the specific information considered by the Village to be confidential and proprietary.

7. **Opinions of Probable Cost:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Project Construction Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by Engineer. If prior to the Bidding or Negotiating Phase, Village wishes greater accuracy as to the Construction Cost, the Village shall employ an independent cost estimator consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
8. **Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and authorized assigns.
9. **Waiver of Contract Breach:** The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
10. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Village and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
11. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

12. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, county or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
13. **Force Majeure:** Neither Village nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
14. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Village in writing in advance.
15. **Access and Permits:** Village shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Village shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Village in such access, permits or approvals, if Engineer performed such services.
16. **Designation of Authorized Representative:** Each party to this Agreement shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
17. **Village's Responsibilities:** The Village agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Village's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Village agrees to furnish and pay for all legal, accounting and insurance counseling services as the Village may require at any time for the Project, including auditing services which the Village may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Village. In addition, Village shall give prompt written notice to the Engineer whenever the Village observes or otherwise becomes aware of any development that affects the scope or timing of the Engineer's services, or any defect or non-conformance of the work of any Contractor.
18. **Information Provided by Others:** The Engineer shall indicate to the Village the information needed for rendering of the services of this Agreement. The Village shall provide to the Engineer such information as is available to the Village and the Village's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof unless, in the exercise of his professional skill, Engineer

determined inaccuracies or incompleteness. The Village recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Village is providing.

19. **Terms of Payment:** Engineer shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon Engineer's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. In the event the Village has not paid amounts properly due the Engineer, Engineer may after giving seven days written notice to Village, suspend services under this Agreement until Engineer has been paid in full all amounts properly due for services, expenses and charges. Engineer shall have no liability whatsoever to Village for any costs or damages as a result of such suspension.
20. **Hazardous Materials/Pollutants:** Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery (unless such discovery should have been made by the Engineer in the exercise of its professional skill), presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances unless undertaken at the direction of the Engineer or Engineer's consultants.
21. **Attorney's Fees:** In the event of any dispute that leads to litigation arising from or related to the services provided under this agreement, the substantially prevailing party will be entitled to recovery of all reasonable costs incurred, including court costs, attorney's fees and other related expenses.
22. **Insurance:** The Engineer shall provide the Village with certificates of insurance evidencing all coverages held by the Engineer, with coverage minimums and from insurance providers in compliance with Village requirements.
23. **Facsimile Transmissions:** The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted by facsimile machine, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted by facsimile machine; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a facsimile transmission was used.

24. **Certifications, Guarantees and Warranties:** Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee or warrant the existence of conditions the existence of which the Engineer cannot ascertain. The Village also agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such certification as to unascertainable conditions.

BY SIGNATURE BELOW (WHICH MAY BE IN ELECTRONIC FORM), THE ABOVE GENERAL TERMS AND CONDITIONS ARE ACCEPTED BY THE VILLAGE AND ENGINEER:

NORRIS DESIGN

By:  2/19/11
Officer Date

Print Name: KEITH DEMCHINSKI

VILLAGE OF ORLAND PARK

By:  2/19/11
Officer Date

Print Name: Paul G. Grimes
Village Manager

540 Duane Street
Glen Ellyn, Illinois 60137
P 630.547.9372 F 630.790.2204



December 6, 2010

Mr. Ed Wilmes
Director of Public Works
Village of Orland Park
15655 Ravinia Road
Orland Park, IL 60462

LaGrange Road Segments 1-3

Orland Park, Illinois
Planning & Landscape Architecture

SCOPE OF WORK

SEGMENT 1 – 179TH STREET TO 159TH STREET

Task 1.1 – Schematic Landscape Design

Utilizing the design theme already established for the improvements at 143rd Street and LaGrange Road, Norris Design shall develop the streetscape planting, irrigation, and hardscape package for Phase II submittal to IDOT for Segment 1 of the LaGrange Road Corridor improvements. The project area includes the landscaped parkways, medians, and enhanced intersections and crosswalks within the improvement area / project limits for the LaGrange Road right-of-way (ROW). The task shall include the following:

- Develop streetscape and median planting plan and plant palette.
- Coordinate sidewalk alignments and retaining walls within ROW with the project engineer.
- Develop enhanced street corner treatments and, if applicable, crosswalk designs at the intersections of LaGrange Rd. and 179th St., 171st St., 167th St., 163rd St., and retrofit 159th St. to include consistent materials and design elements as all improved intersections of the corridor.
- Identify and prepare bus stop pads, shelters, etc.
- Coordinate pedestrian and bicycle connectivity with adjacent existing and future routes.
- Develop a gateway feature(s) at the intersection of LaGrange Rd. and 167th Street.
- Prepare a draft Irrigation Plan for review by the Village.
- Develop a preliminary cost estimate for Landscape and Irrigation Plans.
- Revise the Landscape and Irrigation Plans per Client's comments.

Deliverables include:

- Site visit to review existing conditions and opportunities and constraints of the LaGrange Road ROW.
- Schematic Landscape Design to include location of plant material, hardscape, site furnishings and amenities, lighting, and pedestrian/bicycle network connectivity.
- Preliminary bio-swale median design (coordinated with project engineer)
- Three (3) landscape vignettes of typical intersection corner treatments, median or parkway design.
- Three (3) proposed section drawings of key landscape features in Phase 1 of the LaGrange Rd. corridor enhancements.

- Attendance at up to four (4) meetings with the Village, Consultant Team, Board of Trustees and/or Stakeholders
- Preliminary cost estimate.

Task 1.2 – Landscape Plan Design Development

Following the Village's review, recommendations, and direction to proceed with the Schematic Design presented as a part of Task 1, Norris Design will develop a Design Development level plan set for Phase II to include detailed design of the following:

- Hardscape and paving designs
- Intersection gateway monumentation design
- Median and parkway landscaping to include plant material call outs, walls, planters and ornamental fencing
- Amenity details (lighting, benches, bollards, etc.)
- Parkway and median irrigation design

A landscape plan will be prepared to include the location and quantities of all existing (to remain) and the location, type, size and quantities of all proposed plant material and site furnishings. The plans will be submitted to the Village for review and comment as part of the Design Development plan process. Following review of the plans we anticipate minor revisions based on comments from the Village. Norris Design will make recommended revisions to the plan prior to commencement of the Construction Documents.

In this phase of work, Norris Design will provide four (4) 3D Photo Composite Visualizations to help portray typical streetscape elements for each phase of improvements for the LaGrange Road corridor. These visualizations will show proposed improvements from key areas along the LaGrange Road corridor for all municipalities with jurisdiction along LaGrange Road to begin communicating the corridor improvements to stakeholders and community residents.

Deliverables include:

- Design Development Landscape Plan to include detailed hardscape design, monumentation design, plant material call outs and quantities, and site furnishings.
- Four (4) 3D Photo Composite Visualization graphics.
- Bio-swale median design (coordinated with project engineer)
- Attendance at up to three (3) meetings with the Village, Consultant Team, Board of Trustees and/or Stakeholders
- Preliminary cost estimate.

Task 1.3 – Landscape Plan Construction Documents

Following the completion of the Design Development Task, Norris Design will prepare documentation necessary to bid and construct the landscape design for the project as follows:

- Provide detailed landscape plans, identifying plant locations and species (at 1" = 20' scale)
- Provide Final Irrigation Plan
- Provide planting and landscape details
- Utilizing IDOT Standard Specifications where applicable, provide technical landscape specifications.

- Provide Special Provisions for specifications not covered as an IDOT Standard Specification.

Deliverables include:

- Construction Documents submitted to the Village and IDOT at 70%, 90% and 100% completion.
- Final irrigation plan
- Technical landscape specifications
- Attendance at three (3) project team meetings with the Village of Orland Park.

Task 1.4 – Submittal Coordination and Bid Support

Through coordination by the project engineer, Norris Design will prepare a Phase II Landscape Plan submittal for IDOT. We will respond to both Village staff and IDOT comments as necessary.

Bid support to allow for the landscape portion of the project to be competitively bid shall occur concurrently with the Landscape Plan Submittal Coordination of Segment 1. The services that we have provided for and are anticipating in this scope of work are as follows:

Deliverables include:

- Attend one (1) meeting with Village staff to review submittal to IDOT
- Package the Landscape and Irrigation Plans for submittal to IDOT.
- Response to Village and IDOT comments
- Provide submittal edits and resubmittals as necessary, as well as provide the day-to-day administration required following the submittal to IDOT
- Prepare bid form, estimated unit costs and approximate bid item quantities
- Provide bid review and assist with contractor selection.
- Prepare addenda/respond to contractor RFI's during the bid process.

****Note:** A scope of work and fees for Construction Administration support during construction of the landscape portion of the project shall be provided upon successful award of the project to a contractor.

SEGMENT 2 – 159TH STREET TO 144TH STREET

Task 2.1 – Schematic Landscape Design

Utilizing the design theme already established for the improvements at 143rd Street and LaGrange Road, Norris Design shall develop the streetscape planting, irrigation, and hardscape package for Phase II submittal to IDOT for Segment 2 of the LaGrange Road Corridor improvements. The project area includes the landscaped parkways, medians, and enhanced intersections and crosswalks within the improvement area / project limits for the LaGrange Road right-of-way (ROW). The task shall include the following:

- Develop streetscape and median planting plan and plant palette.
- Coordinate sidewalk alignments and retaining walls within ROW with the project engineer.
- Develop enhanced street corner treatments and, if applicable, crosswalk designs at the intersections of LaGrange Rd. and 156th St., 153rd St., 151st St., 149th St., 147th St., and 144th St.

- Identify and prepare bus stop pads, shelters, etc.
- Coordinate pedestrian and bicycle connectivity with adjacent existing and future routes.
- Prepare a draft Irrigation Plan for review by the Village.
- Develop a preliminary cost estimate for Landscape and Irrigation Plans.
- Revise the Landscape and Irrigation Plans per Client's comments.

Deliverables include:

- Schematic Landscape Design to include location of plant material, hardscape, site furnishings and amenities, lighting, and pedestrian/bicycle network connectivity.
- Preliminary bio-swale median design (coordinated with project engineer)
- Two (2) landscape vignettes of typical intersection corner treatments, median or parkway design.
- Two (2) proposed section drawings of key landscape features in Segment 2 of the LaGrange Rd. corridor enhancements.
- Attendance at up to three (3) meetings with the Village, Consultant Team, Board of Trustees and/or Stakeholders
- Preliminary cost estimate.

Task 2.2 – Landscape Plan Design Development

Following the Village's review, recommendations, and direction to proceed with the Schematic Design presented as a part of Task 2.1, Norris Design will develop a Design Development level plan set for Segment 2 to include detailed design of the following:

- Hardscape and paving designs
- Median and parkway landscaping to include plant material call outs, walls, planters and ornamental fencing
- Amenity details (lighting, benches, bollards, etc.)
- Parkway and median irrigation design

A landscape plan will be prepared to include the location and quantities of all existing (to remain) and the location, type, size and quantities of all proposed plant material and site furnishings. The plans will be submitted to the Village for review and comment as part of the Design Development plan process. Following review of the plans we anticipate minor revisions based on comments from the Village. Norris Design will make recommended revisions to the plan prior to commencement of the Construction Documents.

Deliverables include:

- Design Development Landscape Plan to include detailed hardscape design, monumentation design, plant material call outs and quantities, and site furnishings.
- Preliminary bio-swale median design (coordinated with project engineer)
- Attendance at up to three (3) meetings with the Village, Consultant Team, Board of Trustees and/or Stakeholders
- Preliminary cost estimate.

Task 2.3 – Landscape Plan Construction Documents

Following the completion of the Design Development Task, Norris Design will prepare documentation necessary to bid and construct the landscape design for the project as follows:

- Provide detailed landscape plans, identifying plant locations and species (at 1" = 20' scale)
- Provide planting and landscape details
- Utilizing IDOT Standard Specifications where applicable, provide technical landscape specifications.
- Provide Special Provisions for specifications not covered as an IDOT Standard Specification.

Deliverables include:

- Construction Documents submitted to the Village and IDOT at 70%, 90% and 100% completion.
- Final Irrigation Plan
- Technical landscape specifications
- Attendance at three (3) project team meetings with the Village of Orland Park.

Task 2.4 – Submittal Coordination and Bid Support

Through coordination by the project engineer, Norris Design will prepare a Phase II Landscape Plan submittal for IDOT. We will respond to both Village staff and IDOT comments as necessary.

Bid support to allow for the landscape portion of the project to be competitively bid shall occur concurrently with the Landscape Plan Submittal Coordination of Segment 2. The services that we have provided for and are anticipating in this scope of work are as follows:

Deliverables include:

- Attend one (1) meeting with Village staff to review submittal to IDOT
- Package the Landscape and Irrigation Plans for submittal to IDOT.
- Response to Village and IDOT comments
- Provide submittal edits and resubmittals as necessary, as well as provide the day-to-day administration required following the submittal to IDOT
- Prepare bid form, estimated unit costs and approximate bid item quantities
- Provide bid review and assist with contractor selection.
- Prepare addenda/respond to contractor RFI's during the bid process.

****Note:** A scope of work and fees for Construction Administration support during construction of the landscape portion of the project shall be provided upon successful award of the project to a contractor.

SEGMENT 3 – SOUTHWEST HIGHWAY TO 131ST STREET

Task 3.1 – Schematic Landscape Design

Utilizing the design theme already established for the improvements at 143rd Street and LaGrange Road, Norris Design shall develop the streetscape planting, irrigation, and hardscape package for Phase II submittal to IDOT for Segment 3 of the LaGrange Road Corridor improvements. The project area includes the landscaped parkways,

medians, and enhanced intersections and crosswalks within the improvement area / project limits for the LaGrange Road right-of-way (ROW). The task shall include the following:

- Develop streetscape and median planting plan and plant palette.
- Coordinate sidewalk alignments and retaining walls within ROW with the project engineer.
- Develop enhanced street corner treatments and, if applicable, crosswalk designs at the intersections of LaGrange Rd. and 135th St., Southmoor Dr., and 131st St.
- Identify and prepare bus stop pads, shelters, etc.
- Develop a gateway feature(s) at the intersection of LaGrange Rd. and 131st Street.
- Coordinate pedestrian and bicycle connectivity with adjacent existing and future routes.
- Prepare a draft Irrigation Plan for review by the Village.
- Develop a preliminary cost estimate for Landscape and Irrigation Plans.
- Revise the Landscape and Irrigation Plans per Client's comments.

Deliverables include:

- Schematic Landscape Design to include location of plant material, hardscape, site furnishings and amenities, lighting, and pedestrian/bicycle network connectivity.
- Preliminary bio-swale median design (coordinated with project engineer)
- Two (2) landscape vignettes of typical intersection corner treatments, median or parkway design.
- Two (2) proposed section drawings of key landscape features in Segment 3 of the LaGrange Rd. corridor enhancements.
- Attendance at up to three (3) meetings with the Village, Consultant Team, Board of Trustees and/or Stakeholders
- Preliminary cost estimate.

Task 3.2 – Landscape Plan Design Development

Following the Village's review, recommendations, and direction to proceed with the Schematic Design presented as a part of Task 3.1, Norris Design will develop a Design Development level plan set for Segment 3 to include detailed design of the following:

- Hardscape and paving designs
- Median and parkway landscaping to include plant material call outs, walls, planters and ornamental fencing
- Amenity details (lighting, benches, bollards, etc.)
- Parkway and median irrigation design

A landscape plan will be prepared to include the location and quantities of all existing (to remain) and the location, type, size and quantities of all proposed plant material and site furnishings. The plans will be submitted to the Village for review and comment as part of the Design Development plan process. Following review of the plans we anticipate minor revisions based on comments from the Village. Norris Design will make recommended revisions to the plan prior to commencement of the Construction Documents.

Deliverables include:

- Design Development Landscape Plan to include detailed hardscape design, monumentation design, plant material call outs and quantities, and site furnishings.

- Preliminary bio-swale median design (coordinated with project engineer)
- Attendance at up to three (3) meetings with the Village, Consultant Team, Board of Trustees and/or Stakeholders
- Preliminary cost estimate.

Task 3.3 – Landscape Plan Construction Documents

Following the completion of the Design Development Task, Norris Design will prepare documentation necessary to bid and construct the landscape design for the project as follows:

- Provide detailed landscape plans, identifying plant locations and species (at 1" = 20' scale)
- Provide planting and landscape details
- Utilizing IDOT Standard Specifications where applicable, provide technical landscape specifications.
- Provide Special Provisions for specifications not covered as an IDOT Standard Specification.

Deliverables include:

- Construction Documents submitted to the Village and IDOT at 70%, 90% and 100% completion.
- Final Irrigation Plan
- Technical landscape specifications
- Attendance at three (3) project team meetings with the Village of Orland Park.

Task 3.4 –Submittal Coordination and Bid Support

Through coordination by the project engineer, Norris Design will prepare a Phase II Landscape Plan submittal for IDOT. We will respond to both Village staff and IDOT comments as necessary.

Bid support to allow for the landscape portion of the project to be competitively bid shall occur concurrently with the Landscape Plan Submittal Coordination of Segment 3. The services that we have provided for and are anticipating in this scope of work are as follows:

Deliverables include:

- Attend one (1) meeting with Village staff to review submittal to IDOT
- Package the Landscape and Irrigation Plans for submittal to IDOT.
- Response to Village and IDOT comments
- Provide submittal edits and resubmittals as necessary, as well as provide the day-to-day administration required following the submittal to IDOT
- Prepare bid form, estimated unit costs and approximate bid item quantities
- Provide bid review and assist with contractor selection.
- Prepare addenda/respond to contractor RFI's during the bid process.

****Note:** A scope of work and fees for Construction Administration support during construction of the landscape portion of the project shall be provided upon successful award of the project to a contractor.

AGREEMENT QUALIFICATIONS

A. Assumptions

The client shall provide to Norris Design the following information or services as required for performance of the work. Norris Design assumes no responsibility for the accuracy of such information or services, and shall not be liable for errors or omissions therein. Should Norris Design be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services.

1. Base Information to be provided by Project Engineer
2. ALTA Survey
3. Aerial Photography

B. Exclusions

All specific deliverables for this project are identified within the Scope of Work portion of this agreement. The following information is not a part of the agreement and would be proposed under a separate agreement if required. Should Norris Design be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services.

1. Illustrative Graphics (other than those identified within this agreement)
2. Civil Engineering
3. Electrical Engineering
4. Structural Engineering
5. Mechanical Engineering
6. Traffic Engineering/Study
7. Architectural Building Design
8. Construction Bidding
9. Construction Administration

C. Definitions

The following definitions are provided to give clear understanding of terms that may be used to describe Scopes of Work within Tasks listed throughout this agreement.

Term	Definition
Attend	Norris Design will be present at meetings and hearings as described in the task item
Review	Analysis of documents necessary to understand the project, provide feedback to the Owner or consultant team and to understand the impacts of the consultant teams work on the services provided by Norris Design
Assist	Provide input and/or information to the Owner or consultant team to assist them with their work and products
Develop	Plans, documents, and products generated by Norris Design
Coordinate	Plans, documents, products, people, schedules and information gathered, organized and/or submitted by Norris Design
Provide	Plans, documents, and products made available by Norris Design

Minor Revisions Revisions requiring less than 25% of the original time spent on a drawing, document, or total task item

TERMS AND CONDITIONS

A. Standard Terms

1. Norris Design will invoice work on a monthly basis based on work completed
2. Expenses, including but not limited to printing costs, mileage and other miscellaneous project costs will be billed in addition to the fixed fee at cost plus 10%. Mileage will be reimbursed at the Federal Government allowable rate. Technology expenses related to services provided will be billed at cost.
3. Client agrees to pay all invoiced fees and costs within 60 days of billing.
4. Payment will not be subject to the approval of the project and/or the cash flow status of the project.
5. Past due invoices shall be assessed a 1.5% late charge for each month past due. In the event fees and/or costs are not paid when due, client agrees to pay all costs of collection including reasonable attorney's fees.
6. Tasks will be billed by hours spent and may be less or more than the fee for each task. Services and fees will not exceed the total contract amount unless agreed upon as additional services.
7. This agreement is based on the understanding that client will proceed with the project in an expeditious manner from acceptance of contract terms. If the project is delayed more than one-hundred twenty (120) days from the start of work, it is understood and agreed that the standard hourly rates and the Total Fee may be subject to change requiring a new agreement.

B. Specific Terms

1. The fees indicated are based on the applicable jurisdictional codes. Unless otherwise specified in the terms of this agreement, any request made by the client to vary, waive or modify existing code requirements may be considered as an additional service requiring additional fees.
2. Revisions exceeding Minor Revisions or additional tasks requested by the owner will be billed at the Standard Hourly rates in addition to the fixed fees, or a specific fee will be authorized for the additional work prior to commencement.
3. Request to perform tasks, acceptance of documents or knowledge by the Owner or Owners Representative of work being performed constitutes acceptance to the Scope of Work, Fees Schedule, Agreement Qualifications, Terms and Conditions and Additional Services provisions as identified in this proposal.
4. Any revisions, additional meetings or public hearings not identified in this proposal will be considered additional services.
5. Either party may terminate this agreement upon 30 days written notice to the other. Upon termination Norris Design will provide client all task items billed and paid for and client shall pay all fees and costs for tasks completed to time of termination.

C. Standard Hourly Rates

Principal	\$95.00 - \$130.00/Hour
Senior Planner/Landscape Architect	\$80.00 - \$95.00/Hour
Planner/Landscape Architect	\$65.00 - \$80.00/Hour
Graphic Designer	\$80.00 - \$90.00/Hour
Photographer	\$100.00/Hour
IT Specialist	\$90.00/Hour
Clerical	\$40.00/Hour

D. Fee Schedule

SEGMENT 1

Task 1.1 – Schematic Landscape Design	\$ 7,700.00
Task 1.2 – Landscape Plan Design Development	\$ 13,300.00
Task 1.3 – Landscape Plan Construction Documents	\$ 14,900.00
Task 1.4 – Submittal Coordination and Bid Support	\$ 10,400.00

Subtotal	\$ 46,300.00
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SEGMENT 2

Task 2.1 – Schematic Landscape Design	\$ 4,400.00
Task 2.2 – Landscape Plan Design Development	\$ 5,900.00
Task 2.3 – Landscape Plan Construction Documents	\$ 12,500.00
Task 2.4 – Submittal Coordination and Bid Support	\$ 8,600.00

Subtotal	\$ 31,400.00
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SEGMENT 3

Task 3.1 – Schematic Landscape Design	\$ 4,100.00
Task 3.2 – Landscape Plan Design Development	\$ 5,200.00
Task 3.3 – Landscape Plan Construction Documents	\$ 9,300.00
Task 3.4 – Submittal Coordination and Bid Support	\$ 8,600.00

Subtotal	\$ 27,200.00
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Total Task Fee	\$ 104,900.00
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Estimated Reimbursable Expenses	\$6,700.00
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Grand Total Fee Estimated Not to Exceed	\$ 111,600.00
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****Note:** This contract assumes a construction start date of 2013. A delayed start date may require additional coordination and services upon approval by the Client.

E. Acceptance

Request(s) to perform tasks, acceptance of documents or knowledge by Client or their representative(s) of work being performed, constitutes acceptance of the scope of work, fee schedule, qualifications, terms and conditions and additional services provisions as identified in this proposal.

If the conditions of this contract are acceptable, please sign and return a copy for our files. We look forward to continuing our work with you on this project.

Norris Design - IL, LLC

Keith Daniels
Name

PRINCIPAL
Title

12/6/10
Date

Village of Orland Park

Paul G. Grimes
Name

Paul G. Grimes
Title

2/19/11
Date

Concure JWD 1/8/11

BUSINESS ORGANIZATION:

_____ Sole Proprietor: An individual whose signature is affixed to this proposal.

_____ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

X Corporation: State of Incorporation: COLORADO
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

In submitting this proposal, it is understood that the Village of Orland Park reserves the right to reject any or all proposals, to accept an alternate proposal, and to waive any informalities in any proposal.

In compliance with your Request for Proposals, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined.

NORRIS DESIGN (Corporate Seal)
Business Name


Signature

KEITH DEMCHINSKI
Print or type name

PRINCIPAL
Title

2/15/11
Date

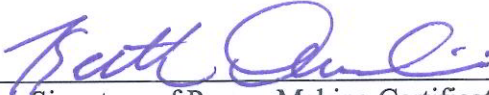
**CERTIFICATION OF ELIGIBILITY
TO ENTER INTO PUBLIC CONTRACTS**

IMPORTANT: **THIS CERTIFICATION MUST BE EXECUTED.**

I, KEITH DEMCHINSKI, being first duly sworn certify and say
that I am PARTNER

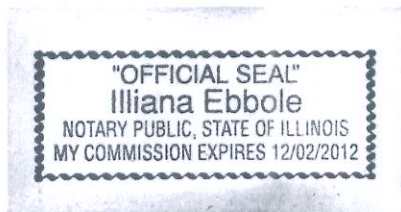
(insert "sole owner," "partner," "president," or other proper title)

of NORRIS DESIGN, the Prime Contractor
submitting this proposal, and that the Prime Contractor is not barred from contracting with any unit of
state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois
Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United
States.



Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 15th Day
of February, 2011.



Illiana Ebbole
Notary Public

TAX CERTIFICATION

I, KEITH DEMCHINSKI, having been first duly sworn depose
and state as follows:

I, KEITH DEMCHINSKI, am the duly authorized
agent for NORRIS DESIGN, which has
submitted a proposal to the Village of Orland Park for
LAGRANGE ROAD CORRIDOR LANDSCAPE DESIGN
(Name of Project) and I hereby certify

that NORRIS DESIGN is not

delinquent in the payment of any tax administered by the Illinois
Department of Revenue, or if it is:

a. it is contesting its liability for the tax or the amount of tax in accordance
with procedures established by the appropriate Revenue Act; or

b. it has entered into an agreement with the Department of Revenue for
payment of all taxes due and is currently in compliance with that
agreement.

By: *Keith Demchinski*
Title: PRINCIPAL

Subscribed and Sworn To
Before Me This 15th Day
of February, 2011.



Illiana Ebbola
Notary Public

SEXUAL HARASSMENT POLICY

Please be advised that pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must:

"Have written sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department (of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added)

Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:

...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

I, KEITH DEMCHINSKI, having submitted a proposal for NORRIS DESIGN
(Name) (Name of Contractor)

for LANDSCAPE ARCHITECTURAL SERVICES to the Village of Orland Park, hereby
(General Description of Work Proposed on)

certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: *Keith Demchinski*
Authorized Agent of Contractor

Subscribed and Sworn To
Before Me This 15th Day
of February, 2011.



Illiana Ebbole
Notary Public

EQUAL EMPLOYMENT OPPORTUNITY

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

Section II. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

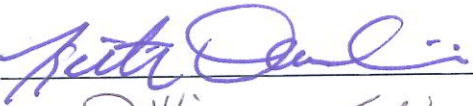
- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.
- E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Vendor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Vendor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section III. For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Vendor and any person under which any portion of the Vendor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Vendor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:

BY: 

ATTEST: 

DATE: 2/13/11

REFERENCES

(Please type)

ORGANIZATION Ware Malcomb

ADDRESS 1900 Spring Rd., Suite 210

CITY, STATE, ZIP Oak Brook, IL 60523

PHONE NUMBER 630.218.0063

CONTACT PERSON Jay Todisco

DATE OF PROJECT Ongoing

ORGANIZATION V3 Companies

ADDRESS 7325 Janes Ave.

CITY, STATE, ZIP Woodridge, IL 60517

PHONE NUMBER 630.724.9200

CONTACT PERSON George Schober

DATE OF PROJECT Ongoing

ORGANIZATION Chicago Park District

ADDRESS 541 N. Fairbanks

CITY, STATE, ZIP Chicago, IL 60611

PHONE NUMBER 312.742.4650

CONTACT PERSON Michael Lange

DATE OF PROJECT March 2009 - 2011

Proposer's Name: Keith Demchinski

Signature: 

INSURANCE REQUIREMENTS

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident \$500,000 – Policy Limit

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence \$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence \$2,000,000 – Aggregate

EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

PROFESSIONAL LIABILITY

\$1,000,000 Limit -Claims Made Form, Indicate Retroactive Date & Deductible

Any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

The bidder agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the selected bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS 15th DAY OF FEBRUARY, 2011

Signature

KEITH DEMCHINSKI, PRINCIPAL

Printed Name & Title

Authorized to execute agreements for:

NORRIS DESIGN

Name of Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/23/2011

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 Keller-Lowry Insurance Inc 1777 S Harrison St #700 Denver CO 80210		CONTACT NAME: Teresa Heupel PHONE (A/C, No, Ext): (303) 756-9909 FAX (A/C, No): (303) 756-8818 E-MAIL ADDRESS: icanhelp@kellerlowry.com PRODUCER CUSTOMER ID #: 00001379																						
INSURED NORRIS DESIGN, INC. 1101 BANNOCK DENVER CO 80204		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Hartford Casualty Insurance Co</td><td>29424</td></tr><tr><td>INSURER B:</td><td>Multiple Companies</td><td>00914</td></tr><tr><td>INSURER C:</td><td>Everest National Insurance Co</td><td>10120</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Hartford Casualty Insurance Co	29424	INSURER B:	Multiple Companies	00914	INSURER C:	Everest National Insurance Co	10120	INSURER D:			INSURER E:			INSURER F:		
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COVERAGES

CERTIFICATE NUMBER: 11-12E&O10-11GL, AU, WC

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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 2,000,000	
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000	
	☐ CLAIMS-MADE ☒ OCCUR		34SBAPF7452	11/5/2010	11/5/2011	MED EXP (Any one person) \$ 10,000	
	☒ BLKT ADDITIONAL INSURED					PERSONAL & ADV INJURY \$ 2,000,000	
	☒ BLKT WAIVER OF SUBRO	X	X	PER SS00080405		GENERAL AGGREGATE \$ 4,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 4,000,000	
☒ POLICY ☐ PRO-JECT ☐ LOC						\$	
A	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000	
	☐ ANY AUTO		34SBAPF7452	11/5/2010	11/5/2011	BODILY INJURY (Per person) \$	
	☐ ALL OWNED AUTOS		NO OWNED AUTOS			BODILY INJURY (Per accident) \$	
	☐ SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$	
	☒ HIRED AUTOS					\$	
	☒ NON-OWNED AUTOS					\$	
	UMBRELLA LIAB	☐ OCCUR				EACH OCCURRENCE \$	
	EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$	
	DEDUCTIBLE					\$	
	RETENTION \$					\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					☒ WC STATUTORY LIMITS ☐ OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N	N/A	34WECTA1515	11/5/2010	11/5/2011	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			BLKT WAIVER OF SUBRO			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL LIABILITY		79AE000750111	2/3/2011	2/3/2012	PER AGGREGATE / CLAIM \$1,000,000	
						DED \$10,000	

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

The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insured's on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." The policies shall also contain a Waiver of Subrogation in favor of the Additional Insured's in regards to General Liability and Workers Compensation coverage's and this should also be stated on the COI.

CERTIFICATE HOLDER**CANCELLATION**

Village of Orland Park 14700 S. Ravina Ave., Orland Park, IL 60462	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 T Sibelius, CIC CRM/T

BUSINESS LIABILITY COVERAGE FORM

BUSINESS LIABILITY COVERAGE FORM

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
 This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

BUSINESS LIABILITY COVERAGE FORM

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to 2.a. or 2.b. above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

BUSINESS LIABILITY COVERAGE FORM

This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision - Permits

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) This insurance does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.

BUSINESS LIABILITY COVERAGE FORM

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations for the additional insured(s); or
- (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 34 WEC TA1515

Endorsement Number:

Effective Date: 11/05/10

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: NORRIS DESIGN INC 1101 BANNOCK,
LLC NORRIS DULLEA CO LLC
1101 BANNOCK
DENVER, CO 80204

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

BLANKET WAIVER

Countersigned by _____

Authorized Representative

Form WC 00 03 13 Printed in U.S.A.
Process Date: 09/13/10

Policy Expiration Date: 11/05/11

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