

Contract # 347

Clerk's Contract and Agreement Cover Page

Year: 2007

Legistar File ID#: 2007-0347

Multi Year:

Amount \$60,610.00

Contract Type:

Goods

Contractor's Name:

Taylor Studios

Contractor's AKA:

Execution Date:

6/15/2007

Termination Date:

11/30/2007

Renewal Date:

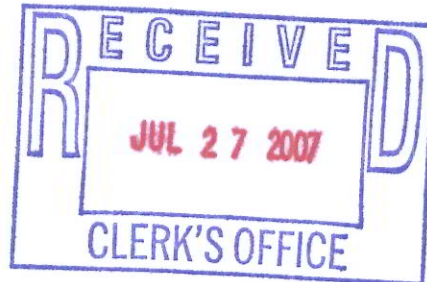
Department:

Mayor's Office

Originating Person:

Jack Knight

Contract Description: Art in the Park - John Humphrey Sculpture



MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

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



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

VILLAGE HALL

June 18, 2007

Mr. Drew Levan
Taylor Studios, Inc.
1320 Harmon Drive
Rantoul, IL 61866

RE: ***NOTICE TO PROCEED***
Humphrey Sculpture

Dear Mr. Levan:

This notification is to inform you that the Village of Orland Park has received the necessary contracts, certifications, and insurance documents in order for work to commence on the above stated project as of June 15, 2007. However, we are still missing the actual Additional Insured Endorsement and understand that it has been requested. Please forward it on as soon as it is available.

Please contact Jack Knight at 708-403-6399 to arrange the commencement of the work.

The Village will be processing a Purchase Order for this contract/service and it will be faxed 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 June 15, 2007 in an amount not to exceed Sixty Thousand Six Hundred Ten and No/100 (\$60,610.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

Cc: Jack Knight
Judy Konow



PROFESSIONAL SERVICES AGREEMENT FOR FABRICATION

Between the Client:

Village of Orland Park
14700 Ravinia Avenue
Orland Park, IL 60462

And the Interpretive Designer/Fabricator:

Taylor Studios, Inc.
1320 Harmon Drive
Rantoul, Illinois 61866

Project Definitions:

As used in this agreement, term Client means the Village of Orland Park. The terms Designer/Fabricator and Taylor Studios mean Taylor Studios, Inc. The term Project means the scope of work for the design and fabrication of the interpretive elements described below. The term Project Team refers to Client authorized representatives of the Village of Orland Park and Taylor Studios.

In consideration of the mutual covenants contained in this agreement the Village of Orland Park (hereinafter "Client") and Taylor Studios, Inc. agree as follows:

Project Description/Scope of Work:

Taylor Studios will work with the Project Team to fabricate, ship, and install an interpretive visitor experience focused on the Senator John Humphrey Bronze Statue.

The scope of the Project will be completed in accordance with the general specifications provided by the Client to Taylor Studios, "Exhibit A" attached hereto and incorporated herein by reference and via communications from time to time between Client and Taylor Studios. Any changes or further designs to the original specifications and/or "Exhibit A" must be reviewed and approved by both parties in writing, and any cost adjustments required by such changes or design will be stated therein. Taylor Studios will fabricate and install exhibits in accordance with specifications provided by the Client.

I. ARTICLE 1: FABRICATOR BASIC SERVICE

In the Production Phase Taylor Studios will complete the fabrication, shipping and installation of exhibits.

A. In-Shop Inspections - Taylor Studios will invite the Client to make periodic visits to their shop to observe work in progress and to determine if the work is proceeding in accordance with the specifications.

- B. Client Web-Site - Taylor Studios will create a client web site for client review of progress. The Client will make every effort to review this web site in a timely manner and will request any changes to fabrications within five business days of a new web site posting. Taylor Studios will notify the Project Team when web site updates are made.

II. ARTICLE 2: THE CLIENT'S RESPONSIBILITIES

A. Client's Project Manager

The Client shall designate a Project Manager responsible for overall coordination of the Project.

1. This representative will be authorized to act on behalf of the Client and will have the authority to render decisions concerning design, process, and budgetary issues.
2. The Client's Project Manager will be responsible for coordination among all parties, including the Client, the Client's Staff, and other Project consultants including, but not limited to, any content experts and image resources.
3. The Client's Project Manager will be responsible for maintaining the schedule and the Client's adherence to the schedule by all parties.

B. Administrative Assistance

The client will provide assistance in calling meetings, scheduling reviews and presentations, and coordinating the work of the Client, the Client's Staff, and the Owner's building and site contractors with the work of Taylor Studios.

C. Decisions and Approvals

The Client, through the Project Manager, will make every effort to render decisions and approvals promptly (within 3 business days), so as to avoid unreasonable delay in the progress of Taylor Studios work.

D. Access to Resources

The Client will provide Taylor Studios with reports from any existing and ongoing planning studies pertinent to the Project. The Client will provide any existing maps, site plans, drawings, or other relevant documents required by Taylor Studios for the successful performance of the work.

E. Review and Authentication

The Client will be responsible for review and authentication of any natural elements, custom created illustrations, maps, diagrams and painted murals. If Taylor Studios is required to provide an independent scholarly review or technical evaluation of any of these elements it will be considered Additional Services.

F. Notice of Revisions and Changes

The Client shall inform Taylor Studios 45 days before installation of any changes made, or planned to be made, in the character or design of the site or its structures that may affect Taylor Studios work. The Client's Architect's drawings and other documents shall call attention to and clearly indicate these changes.

G. Image and Photo Acquisition

Client shall be responsible for securing usage rights and reproducible originals of Images and photos identified by Client and Taylor Studios for use in the exhibit. Client shall acquire rights to all images within the first one (1) weeks of the Contract Award. Client shall provide photos or illustrations in a format of high enough quality for enlarged printing. Any delay in providing photographs or illustrations within the contract specified dates will either delay the completion date of the project or will be considered Additional Services.

H. Grammar/Usage

Taylor Studios uses the latest edition of the Chicago Manual of Style as the final authority on grammar and usage in exhibit label copy. Copy that Taylor Studios submits to the Client for review shall conform to the guidelines therein, with exceptions made for readability or humor if necessary. Taylor Studios shall spell-check and proofread copy before submitting it to the Client for review. The Client represents by final approval of copy that the Client considers the spelling, grammar, and usage to be correct. Any changes made after final approval will be considered Additional Services.

I. Off Budget Items

Design and/or coordination services relating to any off-budget items shall be considered Additional Services. Off-budget items include any elements of the exhibits/signage the fabrication and shipping of which are not funded within the Client's maximum allowable fabrication and shipping budget upon which the Taylor Studios contracted fee is based. Such items may include, but are not limited to, elements fabricated by the Client's forces under a separate budget and/or contributions by outside parties of equipment and/or services in kind.

J. Other Services

Any other service not otherwise included as part of the scope of work as put forth in this Agreement, or not customarily furnished in accordance with generally accepted professional museum design and interpretive planning practice, will be considered Additional Services. Taylor Studios will inform the Client prior to furnishing such services that they will be considered Additional Services, and will not proceed without the Client's written approval.

III. ARTICLE 3: GENERAL CONDITIONS

A. Jurisdiction

This agreement has been entered into in the State of Illinois, shall be construed in accordance with the laws of the State of Illinois, and any action taken to enforce any term

or provision of this agreement shall be conducted in the County of Cook and State of Illinois.

B. Mediation

1. In an effort to resolve any conflicts that arise during the fabrication and/or shipping of the Project or following the completion of the Project, the Client and Taylor Studios agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.
2. In the event that the conflict is not resolved in mediation, and further action is taken to enforce any term or provision of this agreement, the prevailing party shall be entitled to recover court costs and all reasonable expenses related to enforcement of the agreement, including reasonable attorney fees.

C. Supersedes

This agreement represents the entire agreement between the parties and takes precedent over any and all prior or simultaneous negotiations and agreements concerning the subject matter hereof whether written or oral. This agreement may be amended only in writing signed by the parties hereto.

D. Ownership

All sketches, drawings, molds and prototypes prepared by Taylor Studios in connection with performance of its obligations under this agreement shall remain the property of Taylor Studios and no use thereof shall be made by any person except upon written permission of Taylor Studios, except for the Client's self promotion which will include the appropriate credit to Taylor Studios as the fabricator.

E. Work Performed By Others

Taylor Studios has entered into this agreement and has calculated the scope of work to be performed, the performance schedule and the pricing of service rendered upon the assumption that its employees and subcontractors will perform all work and services to be performed on its part. In the event that Client requires the work be performed by others, all costs associated with this requirement shall be deemed the costs of Client and shall be paid as further consideration under this agreement.

F. Tax Exempt Organizations

If Client is an entity which has qualified as a tax exempt organization under Federal law and has obtained from the legal division of the State within which it is located, a letter identifying the organization as being exempt from the imposition of sales and use taxes in that State, the Client may not be required to pay such taxes in any purchase under this contract. If Client is such an organization, the client must provide to Taylor Studios a copy of the letter received by Client from the legal division of the State's Department of Revenue that identifies Client as being tax exempt and which assigns to Client an

exemption number. Upon provision of that letter to Taylor Studios, Taylor Studios will refrain from collecting sales and use taxes from Client, as the law would otherwise require.

G. Termination

Upon ten (10) days written notice Taylor Studios or the Client may, with or without cause, elect to terminate this agreement for its own convenience. In such case, Taylor Studios will be paid that proportion of the contract price as is equal to the percentage of work completed.

H. Certificates of Insurance

Certificates of Insurance acceptable to the Client shall be filed with the Client prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled unless at least thirty (30) days prior written notice has been given to the Client.

I. Non-Discrimination Certification

Taylor Studios certifies that it is an equal opportunity employer and does not discriminate against employees or applicants for employment because of religion, race, color, national origin, age, sex, sexual orientation, or disability, in accordance with the State and Federal laws.

J. Credit to the Fabricator

Taylor Studios shall be entitled to credit for the fabrication of the exhibitions on documentary materials, promotional materials, Internet postings, etc., pertaining to the Project.

K. Americans with Disabilities Act

Taylor Studios services shall be limited to the application and incorporation of the technical requirements of generally accepted ADA accessibility guidelines into the Contract Documents.

1. The Client acknowledges that ADA requirements are subjective and susceptible to different interpretations. Taylor Studios cannot and does not guarantee compliance with ADA. The Designer/Fabricator's application and use of technical requirements of generally accepted ADA accessibility guidelines in preparing the Final Design Documents is a matter of professional judgment.

L. Client Delays in Schedule

If the Client causes excessive delays in the schedule, a Change Order will be prepared with the new agreed upon schedule and additional fees may be charged. Delays may include lack of timely (within 2 business days) approval on progress (e.g. Approving copy, approving images, approving designs, etc.), providing information or Usable photographs according to the schedule, site readiness delays, coordination of other contractors, etc. Additional fees would be based on additional project management needed, rush charges including the cost of overtime or material rushes, exhibit storage fees, etc. Taylor Studios will communicate in advance if delays appear to be imminent.

IV. ARTICLE 4: PROJECT AND PAYMENT SCHEDULES

A. Project Schedule

06/15/2007	Contract awarded and signed.
06/18/2007	Taylor Studios will begin the Fabrication Phase.
07/13/2007	Taylor Studios will be 50% complete with sculpting
07/13/2007	Client will visit Taylor Studios for a 50% complete with sculpting progress review
08/03/2007	Taylor Studios will be 90% complete with sculpting
08/03/2007	Client will visit Taylor Studios for a 90% complete with sculpting progress review
08/10/2007	Taylor Studios will be 50% complete with project
08/10/2007	Taylor Studios will deliver clay statue to foundry
09/10/2007	Client provides Taylor Studios with the names for the Cast Bronze Donor Recognition Plaque
10/19/2007	Taylor Studios and Client will visit foundry for progress review
11/09/2007	Taylor Studios will be 90% complete with project
11/16/2007	Taylor Studios will deliver and install statue at site
11/16/2007	Taylor Studios will be substantially complete with installation and Client approval

In the event that circumstances beyond the control of Taylor Studios delay completion of the performance obligations outlined in the above schedule, Taylor Studios shall negotiate a reasonable period of time after such circumstances have been alleviated to complete those obligations.

B. Change Orders

No change to project specification or approved designs shall be implemented without a written and formal signed change order, agreed upon and signed by both Client and Taylor Studios. Any such change shall include a statement of any required change in contract price hereafter stated.

C. Contract Price and Payment Schedule

Taylor Studios will perform the scope of work outlined in the contract documents for \$60,610.00.


1. An Initial Deposit in the amount of \$9,092.00 shall be due upon execution of this agreement.
2. Progress Payments

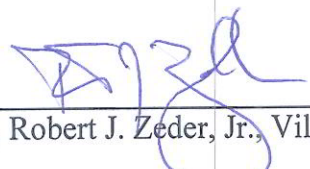
08/10/07	Taylor Studios is 50% complete with fabrication – \$18,183.00
11/09/07	Taylor Studios is 90% complete with fabrication – \$27,275.00 – 90% progress payment must be paid before delivery and install statue at site
11/16/07	Taylor Studios has substantial completion of installation and Client Approval – \$6,060.00.

D. The client agrees to pay the contractor pursuant to the provisions of the Local Government Prompt Payment Act (50ILCS 505/1 et seq.).

SIGNATURES TO THE AGREEMENT:

Please signify agreement with the aforesaid terms and conditions by having an officer of the Client authorized to legally bind the Client to agreements of this type countersign this document and return a copy to Taylor Studios.


For Taylor Studios, Betty Brennan, Owner 6/13/07
Date


For Village of Orland Park, Robert J. Zeder, Jr., Village Manager 6-15-07
Date

ATTACHMENT A
 FEE, COST SUMMARY AND ASSUMPTIONS

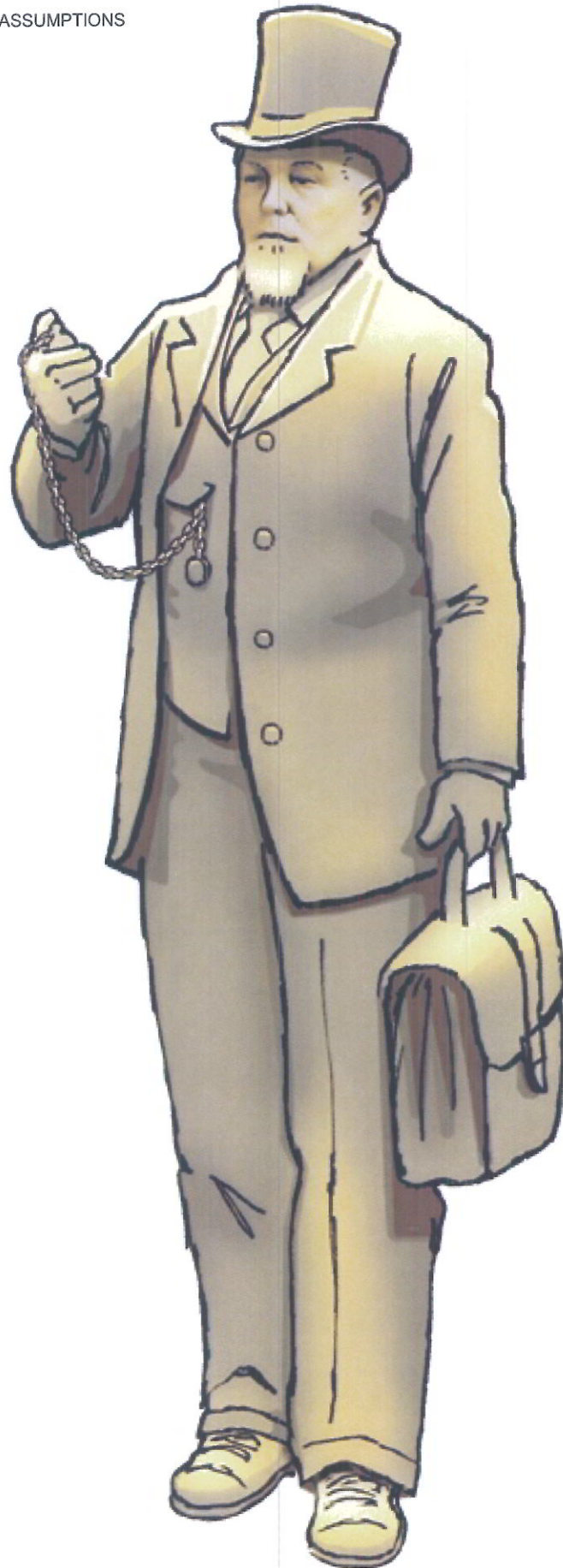


Client: Village of Orland Park
Project Name: Bronze Sculpture
Location: Orland Park, IL
Date: May 24, 2007

Qty.	Component Size (Width x Height x Depth)	Description	Cost
1	Life-Size	Senator John Humphrey Bronze Statue In Standing Position (Life-Size)	\$ 51,870
1	24" x 12"	Cast Bronze Donor Recognition Plaque	\$ 1,660
		Project Administration	\$ 2,895
		Shipping & Handling	\$ 1,230
		Installation	\$ 2,955
		Total	\$ 60,610

Bid Assumptions

- 1) This bid does not include any exhibit design services.
- 2) This bid assumes the client will provide Taylor Studios with the names for the Cast Bronze Donor Recognition Plaque.
- 3) Taylor Studios reserves the right to adjust any prices should additional information be made available.
- 4) This bid is based on the quantity of work presented. A reduction or increase in the scope of work may affect the bid.
- 5) This bid assumes that if shop drawings and/or sample and submittals are required, they will be reviewed and approved within five (5) business days and will be considered additional services.
- 6) This bid assumes that the exhibit site will be clean, environmentally stable, absent of client's construction trades and ready to receive exhibits on the agreed installation start date and that Taylor Studios will have reasonably unencumbered access to all exhibit areas.
- 7) This bid is priced for Taylor Studios staff to install.
- 8) This bid assumes coordination with other contractor's is expected. However, Taylor Studios will not be held responsible for delays caused by others. Delays caused by others may result in a time extension and additional cost to client.
- 9) We reserve the right to adjust any pricing if in the event that if an engineer in reviewing final construction drawings deems additional structural support or structural enhancements are required.
- 10) This bid assumes fees, permits and inspections required in connection with the work are the responsibility of the client.
- 11) This bid includes a one year warranty. This bid does not include service contracts and/or extended warranties.
- 12) This bid does not include building permit fees, engineering stamps, special certifications, performance bonds or payment bonds, if these items are applicable.
- 13) This bid is valid for 30 days.



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

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, Betty L. Brennan, being first duly sworn certify
and say that I am President
(insert "sole owner," "partner," "president," or other proper title)

of Taylor Studios, Inc., 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.

Betty L. Brennan
Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 13th Day
of June, 2007.

Jane E. Skinner
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."

Betty L. Brennan, having submitted a proposal for
Taylor Studios, Inc. (Name of Contractor) for
Bronze Statue (General Description of Work Proposed on) to
the Village of Orland Park, hereby certifies that said contractor has a written sexual
harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: Betty Brennan
Authorized Agent of Contractor

Subscribed and sworn to before
me this 13th day of June, 2007

Jane E. Skinner
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: Betty Brennan

ATTEST: Jane E. Skinner

DATE: 6/13/07

TAX CERTIFICATION

I, Betty L. Brennan, having been first duly sworn
depose and state as follows:

I, Betty L. Brennan, am the duly
authorized

agent for Taylor Studios, Inc.,
which has

submitted a proposal to the Village of Orland Park for

Senator John Humphrey Bronze Statue and I hereby certify
(Name of Project)

that Taylor Studios, Inc. 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: Betty Brennan
Title: President

Subscribed and Sworn to

Before me this 13th

Day of June, 2007

Jane E. Skinner



REFERENCES

(Please type)

ORGANIZATION Dillon Nature Center

ADDRESS 3002 East 30th Ave.

CITY, STATE, ZIP Hutchinson, KS 67502

PHONE NUMBER (620) 663-7411

CONTACT PERSON Jim Smith

DATE OF PROJECT August 2002

ORGANIZATION Illinois Department of Natural Resources, Project:
Starved Rock State Park Visitor Center, Utica, IL

ADDRESS One Natural Resources Way

CITY, STATE, ZIP Springfield, IL 62702

PHONE NUMBER (217) 782-7026

CONTACT PERSON Mitch Ingold

DATE OF PROJECT October 2002

ORGANIZATION Dieken Farm Management,
Project: Streator Canteen Memorial Monument

ADDRESS PO Box 536

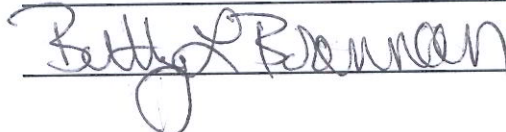
CITY, STATE, ZIP Streator, IL 61364

PHONE NUMBER (815) 672-3436

CONTACT PERSON Bob Dieken

DATE OF PROJECT July 2006

Proposer's Name: Taylor Studios, Inc.

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

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

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

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. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. The words **“endeavor to”** and **“, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives”** must be stricken from all Certificates of Insurance submitted to the Village. 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 proposer 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 proposer and the contract may be awarded to another proposer.

ACCEPTED & AGREED THIS 13 DAY OF June, 2007

Betty Brennan
Signature
Betty L. Brennan, President
Printed Name & Title

Authorized to execute agreements for:
Taylor Studios, Inc.
Name of Company

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/14/2007

PRODUCER (217) 423-2345 FAX: (217) 428-0865
Behnke & Co., Inc.
101 South Main St., Suite 200
P. O. Box 140
Decatur IL 62525

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Taylor Studios Inc.
1320 Harmon Drive
Rantoul IL 61866

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Netherlands	24171
INSURER B: Indiana Insurance Company	22659
INSURER C: Consolidated	22640
INSURER D: Philadelphia Indemnity	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CBP8211368	12/1/2006	12/1/2007	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA8212068	12/1/2006	12/1/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$ -0-	CU8213268	12/1/2006	12/1/2007	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC8212168	12/1/2006	12/1/2007	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	OTHER Professional Liability	PHSD188532	5/28/2006	5/28/2007	per claim 1,000,000 aggregate 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 The Village of Orland Park, and their respective officers, trustees, directors, employees and agents are named as additional insureds on a primary/non-contributory basis for the general liability arising out of the operations of the named insured. Waiver of Subrogation in favor of the additional insureds in regards to General Liability and Workers' Compensation coverage

CERTIFICATE HOLDER

Village of Orland Park
Contract Administrator, Denise Domalewski
14700 S. Ravinia Avenue
Orland Park, IL 60462

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Andrew Miller/LLG



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/14/2007

PRODUCER (217) 423-2345 FAX: (217) 428-0865

Behnke & Co., Inc.
101 South Main St., Suite 200
P. O. Box 140
Decatur IL 62525

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Netherlands	24171
INSURER B: Indiana Insurance Company	22659
INSURER C: Consolidated	22640
INSURER D: Philadelphia Indemnity	
INSURER E:	

INSURED

Taylor Studios Inc.
1320 Harmon Drive

Rantoul IL 61866

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A			GENERAL LIABILITY	CBP8211368	12/1/2006	12/1/2007	EACH OCCURRENCE	\$ 1,000,000
			<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
			<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG	\$ 2,000,000
A			AUTOMOBILE LIABILITY	BA8212068	12/1/2006	12/1/2007	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
			<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
			<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
			<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
<input checked="" type="checkbox"/> HIRED AUTOS								
<input checked="" type="checkbox"/> NON-OWNED AUTOS								
			GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
			<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
							AUTO ONLY: AGG	\$
B			EXCESS/UMBRELLA LIABILITY	CU8213268	12/1/2006	12/1/2007	EACH OCCURRENCE	\$ 2,000,000
			<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 2,000,000
			<input type="checkbox"/> DEDUCTIBLE					\$
			<input type="checkbox"/> RETENTION \$-0-					\$
C			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC8212168	12/1/2006	12/1/2007	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	OTH-ER
			ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 500,000
			If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
D			OTHER Professional Liability	PHSD245055	5/28/2007	5/28/2008	per claim	1,000,000
							aggregate	1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
The Village of Orland Park, and their respective officers, trustees, directors, employees and agents are named as additional insureds on a primary/non-contributory basis for the general liability arising out of the operations of the named insured. Waiver of Subrogation in favor of the additional insureds in regards to General Liability and Workers' Compensation coverage

CERTIFICATE HOLDER

Village of Orland Park
Contract Administrator, Denise Domalewski
14700 S. Ravinia Avenue
Orland Park, IL 60462

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Andrew Miller/TLW



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



Custom Exhibit
Fabricators

Memo

Subject: Additional Insured Endorsement, Village of Orland Park

To: Village of Orland Park
Denise Domalewski
Contract Administrator
14700 S. Ravinia Ave.
Orland Park, IL 60462

From: Taylor Studios, Inc.

Date: July 24, 2007

Enclosed is the paperwork for the additional insured certificate.

If you need additional information, please give me a call.

Alice Tucker

Alice Tucker
Business Assistant
Taylor Studios, Inc.
1320 Harmon Drive
Rantoul, IL 61866
atucker@taylorstudios.com
(P) 217-893-4874
(F) 217-893-1998

Coverage is provided in:
THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY

This policy has been prepared for:

TAYLOR STUDIO'S INC
BETTY BRENNAN TRUST
1320 HARMON DRIVE
RANTOUL IL 61866

Agent Name and Address:

BEHNKE AND CO INC
101 SOUTH MAIN STREET STE 200
DECATUR IL 62523

Agent Code: 0010278

Agent's Phone Number: (217)-423-2345

Your insurance policy is enclosed. Please place it with your important papers.

Thank you for selecting us to service your insurance needs!

ENDORSEMENT



Policy Number: CBP8211368		Prior Policy:	
Billing Type: DIRECT BILL			
Coverage Is Provided In THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY			
Named Insured and Mailing Address: TAYLOR STUDIO'S INC BETTY BRENNAN TRUST 1320 HARMON DRIVE RANTOUL IL 61866		Agent: BEHNKE AND CO INC 101 SOUTH MAIN STREET STE 200 DECATUR IL 62523	
		Agent Code: 0010278 Agent Phone: (217)-423-2345	

POLICY CHANGE ENDORSEMENT

POLICY PERIOD: From: 12/01/2006 To: 12/01/2007 at 12:01 AM Standard Time at your mailing address shown above.

DESCRIPTION OF CHANGE

CHANGE EFFECTIVE DATE: 06/14/2007

ADDITIONAL INSURED ADDED PER BELOW ON FORMS .
CG2010,CG2037,CG2404 .

VILLAGE OF ORLAND PARK .
00 S. RAVINIA AVENUE .
ORLAND PARK IL 60462 .
CONTRACT ADMINISTRATOR, DENISE DOMALEWSKI .

Original Annual Premium	\$	17,002.00		
New Annualized Premium	\$	17,102.00	TOTAL ADDITIONAL PREMIUM	\$ 100.00

Countersigned: By _____
Authorized Representative

Date

Date Issued: 07/16/2007

Policy Number: CBP 8211368

Coverage Is Provided In THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY

Named Insured:
TAYLOR STUDIO'S INC
BETTY BRENNAN TRUST

Agent:
BEHNKE AND CO INC

Agent Code: 0010278

Agent Phone: (217)-423-2345

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule below.

SCHEDULE

Name of Person or Organization:

BLANKET

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

Policy Number: CBP8211368	
Coverage Is Provided In THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY	
Named Insured: TAYLOR STUDIO'S INC BETTY BRENNAN TRUST	Agent: BEHNKE AND CO INC Agent Code: 0010278 Agent Phone: (217)-423-2345

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p>VILLAGE OF ORLAND PARK 14700 S. RAVINIA AVENUE ORLAND PARK IL 60462 CONTRACT ADMINISTRATOR, DENISE DOMALEWSKI</p>	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
This insurance does not apply to "bodily injury" or "property damage" occurring after:
1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Policy Number: CBP8211368

Coverage Is Provided In THE NETHERLANDS INSURANCE COMPANY-A STOCK COMPANY

Named Insured:

TAYLOR STUDIO'S INC
BETTY BRENNAN TRUST

Agent:

BEHNKE AND CO INC

Agent Code: 0010278

Agent Phone: (217)-423-2345

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

VILLAGE OF ORLAND PARK
14700 S. RAVINIA AVENUE
ORLAND PARK IL 60462
CONTRACT ADMINISTRATOR, DENISE DOMALEWSKI

Location And Description Of Completed Operations:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.



**Coverage is provided in:
CONSOLIDATED INSURANCE COMPANY**

This policy has been prepared for:

TAYLOR STUDIO'S INC
BETTY BRENNAN TRUST
1320 HARMON DRIVE
RANTOUL IL 61866

Agent Name and Address:

BEHNKE AND CO INC
101 SOUTH MAIN STREET STE 200
DECATUR IL 62523

Agent Code: 0010278

Agent's Phone Number: (217)-423-2345

Your insurance policy is enclosed. Please place it with your important papers.

Thank you for selecting us to service your insurance needs!

ENDORSEMENT

DIRECT BILL

Policy Number: WC 8212168		Policy Period: From 12:01 AM 12/01/2006 To 12:01 AM 12/01/2007	
Coverage Is Provided In CONSOLIDATED INSURANCE COMPANY			NCCI Number: 14052
Named Insured and Mailing Address: TAYLOR STUDIO'S INC BETTY BRENNAN TRUST 1320 HARMON DRIVE RANTOUL IL 61866		Agent: BEHNKE AND CO INC 101 SOUTH MAIN STREET STE 200 DECATUR IL 62523 Agent Code: 0010278 Agent Phone: (217)-423-2345	
Federal Employer ID Number: 371351127		Filing Number: 127609918	

POLICY CHANGE ENDORSEMENT

Change Effective: 06/14/2007

DESCRIPTION:

FORM WC000313 HAS BEEN ADDED PER THE ATTACHED.

Original Annual Premium	\$	32,422.00	
Net Annualized Premium	\$	32,422.00	NO PREMIUM CHANGE

Policy Number: WC 8212168	Policy Period: From 12:01 AM 12/01/2006 To 12:01 AM 12/01/2007
Coverage Is Provided In CONSOLIDATED INSURANCE COMPANY	NCCI Number: 14052
Named Insured: TAYLOR STUDIO'S INC BETTY BRENNAN TRUST	Agent: BEHNKE AND CO INC Agent Code: 0010278
Federal Employer ID Number: 371351127	Filing Number: 127609918

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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 applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

SCHEDULE

VILLAGE OF ORLAND PARK

14700 S. RAVANIA AVENUE

ORLAND PARK IL 60462

CONTRACT ADMINSTRATOR, DENISE DOMALEWSKI