

Contract # 386

Clerk's Contract and Agreement Cover Page

Year: 2007

Legistar File ID#: 2007-0630

Multi Year: ☐

Amount \$50,056.00

Contract Type:

Contractor's Form

Contractor's Name:

Chicago Trolley Company

Contractor's AKA:

Execution Date:

10/30/2007

Termination Date:

12/26/2007

Renewal Date:

Department:

Media & Special Events

Originating Person:

Patty Vlazny

Contract Description: Chicago Trolley Company for 2007 Holiday Shopper Trolley Service beginning Nov 23, 2007 thru Dec 26, 2007 (various dates)



Tuesday, October 30, 2007

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

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

October 30, 2007

Mr. John Curran
Chicago Trolley Company
615 West 41st Street
Chicago, IL 60609

RE: *NOTICE TO PROCEED*
2007 Chicago Trolley Contract

Dear Mr. Curran:

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.

Please contact Patty Vlazny at 708-403-6145 to arrange the commencement of the work.

The Village has processed Purchase Order #045547 for this contract/service. 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 for 2007 in an amount not to exceed Fifty Six Thousand Fifty-Six and No/100 (\$56,056.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,



Denise Domalewski
Contract Administrator

cc: Patty Vlazny



VILLAGE HALL

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

VILLAGE OF ORLAND PARK SHOPPING SHUTTLE 2007

SPECIFICS OF CONTRACTED TRANSPORTATION SERVICES

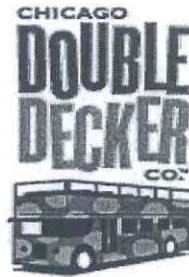
Continuous Service on a predetermined route among retail establishments



Date	Time	Hours	# Trolleys	Service Hours	Cost per Hour	Daily Cost	Notes
November 23, 2007	11:00 - 22:00	11	6	66	88	\$5,808	
November 24, 2007	11:00 - 22:00	11	5	55	88	\$4,840	
November 25, 2007	11:00 - 19:00	8	5	40	88	\$3,520	
December 1, 2007	11:00 - 22:00	11	5	55	88	\$4,840	
December 2, 2007	11:00 - 19:00	8	5	40	88	\$3,520	
December 8, 2007	11:00 - 22:00	11	5	55	88	\$4,840	
December 9, 2007	11:00 - 19:00	8	5	40	88	\$3,520	
December 15, 2007	11:00 - 22:00	11	6	66	88	\$5,808	
December 16, 2007	11:00 - 19:00	8	5	40	88	\$3,520	
December 22, 2007	11:00 - 22:00	11	5	55	88	\$4,840	
December 23, 2007	11:00 - 19:00	8	5	40	88	\$3,520	
December 24, 2007	11:00 - 17:00	6	5	30	88	\$2,640	
December 26, 2007	11:00 - 22:00	11	5	55	88	\$4,840	

Totals:	67	637	\$56,056
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Agreed to Services and Pricing as noted above: *[Signature]* 10/6/07
Village of Orland Park



Detail of Operations:

Chicago Trolley Company will provide the Village of Orland Park with Five (5) or six (6) trolleys on the listed dates and designated times. Each shuttle will perform a continuous shuttle on 2 pre-determined routes.

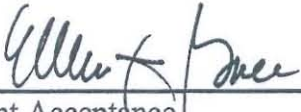
As required by the Illinois Department of Transportation, the trolley drivers will take one ½ hour break. They will "break themselves", meaning they will stop service for ½ hour, at different times so as not to interrupt service to the passengers. There will always be service on both routes during the entire day.

The routes will be created by the Village of Orland Park and provided to Chicago Trolley at least one week prior to the start of the contract.

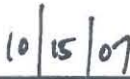
The Village of Orland Park will be allowed to sell signage placement on the sides and back of the trolleys at no additional cost. The signs must be delivered to the Chicago Trolley Company offices at least 3 days prior to the start of the contract. Chicago trolley will adhere the signs to the trolleys. However, should a sign be damaged or lost during the service of the contract, Chicago Trolley Company will not be held responsible for replacement.

Chicago Trolley will maintain a record of ridership numbers and fax them to the Village on the Monday following weekend service.

Payment: A 50% deposit (\$28,028) is due upon contract acceptance.
Balance is due January 2, 2008



Client Acceptance



Date



615 West 41st Street ~ Chicago, IL 60609 ~ P. 773.648.5000 ~ F. 773.648.5555

CONDITIONS OF CONTRACT

CHARTER # 501247-59

Payment: A 50% deposit of your charter cost is due with this confirmation, unless other arrangements have been approved. The balance is due and payable 14 days prior to the date of service. Orders placed less than 14 days prior to the departure date must be paid in full. Charters with deposits NOT received within 14 days prior to the departure date are subject to cancellation without notice. Any check returned for NSF will be charged a \$35.00 processing fee.

Cancellation Policy: Chicago Trolley Co. & Chicago Double Decker Co. requires a minimum cancellation notice of 14 days prior to the departure date for a full refund of all monies paid. Cancellations after 14 days and earlier than 5 days from the charter will forfeit the 50% deposit. Cancellations less than 5 days from the charter date will be charged the entire charter cost amount.

Seating and Safety: Seating and safety are top priority to Chicago Trolley Co. & Chicago Double Decker Co. Passengers must remain seated at all times. Total number of passengers will not exceed seating capacity of the Trolley/Bus. Sole responsibility for monitoring and supervising the passengers rests with the charter group members and their leaders. Chicago Trolley Co. & Chicago Double Decker Co. undertakes and assumes no responsibility for the conduct or actions of the charter group aboard any of its vehicles, including but not limited to standing individuals. Chicago Trolley Co. & Chicago Double Decker Co. reserve the right to immediately terminate any charter at any time should the driver perceive any threat to the safety & well being of the passengers, pedestrians, employees or vehicles. There will be no refund due to shortened charter hours.

Equipment: The charter described in the confirmation is subject to our providing the equipment and service. It is understood that the Trolley and Double Decker equipment is unique and that no similar alternative equipment is available. In the unlikely case of the equipment not being available, we reserve the right to substitute equipment to perform the service with no additional cost to the charter party.

Baggage/Personal Belongings: The carrier is not liable for the loss or damage of any items of personal property left on any vehicle. Each person is responsible for removing all personal property at the end of each charter.

Liability: (1) The carrier will not be liable for delays caused by an act of God, public enemies, authority of law, quarantine, perils of navigation, riots, strikes, the hazards or danger incident to a state of war, accidents, breakdowns, bad conditions of the road, snow storms, and other conditions beyond its control, and does not guarantee to arrive at or depart from any point at a specific time. The carrier will endeavor to maintain the schedule submitted to its agents or employee, but same is not guaranteed. (2) If any of these above conditions, or any other condition beyond its control, make it, in the opinion of the carrier, inadvisable to operate coaches, trolleys, or Double Decker buses, either from the place of origin, or to any point in route, the carrier shall not be liable therefore or be caused to be held for damages for any reason whatsoever. (3) The charter group will be held responsible for any and all damage incurred to the vehicle by the charter group for the duration of the event.

Additional Charter Time/Overtime: Changes to either the start time or an extension of the end time to a charter will constitute overtime. Any changes in pickup time or extensions of an end time on the day of service will incur charges of \$88.00 per hour prorated at 30-minute increments, payable at the time of change unless prior arrangements have been made with the office.

Signage: Permission is required by Chicago Trolley Co. or Chicago Double Decker Co. for any signage to be placed on the inside or outside of the Trolleys or Double Decker buses. The Companies have the right to refuse permission for signage that is deemed offensive, in its opinion. There is a \$75.00 non-refundable install, removal and disposal fee for any signage placed on any vehicle. Approved signs must be received 2 days before the charter date. No signage can be affixed at the start of a charter by either the chartering party and/or driver. Chicago Trolley Co. & Chicago Double Decker Co. are not responsible for any signs lost or damaged while on the vehicles. Replacement signage is the responsibility of the charter group for any reason. All signs will be disposed of at the end of the charter by Chicago Trolley Co.

Clean up fee: In addition to the Charter cost, the contract will reflect a non-refundable \$0 clean-up fee payable upon the receipt of the contract. KEYS & STRIPPERS ARE STRICTLY PROHIBITED. No alcohol is allowed on Double Decker Buses.

Gratuity: Tipping is always optional and a personal decision on your part, based on your overall experience. A guide/driver is rewarded by the opportunity to share your event with you. However, a financial gesture of appreciation would be well received. The industry standard is \$10/hr per driver.

John A. Curran
Chicago Trolley Co. & Chicago Double Decker Co.

SIGN

Signature

Vice President, Charter Sales
Title Date

10/4/2007

Date

Village of Orland Park
Company Date

10/18/07

Credit Card Number

Name on Card

Expiration Date

**ADDENDUM TO "CONDITIONS OF CONTRACT" REGARDING
CHARTER #501247-59 SHOPPING SHUTTLE FOR 2007
("CONTRACT") BETWEEN THE VILLAGE OF ORLAND PARK,
ILLINOIS ("OWNER") AND CHICAGO TROLLEY CO.
("CONTRACTOR").**

This Addendum is attached to, and is incorporated by reference in, the Conditions of Contract Between Owner and Contractor, (hereinafter referred to as "the Contract") made and entered into by and between the **VILLAGE OF ORLAND PARK** (hereinafter referred to as the "Owner") and **CHICAGO TROLLEY CO.** (hereinafter referred to as the "Contractor") for the purpose of supplementing and modifying certain terms and conditions of the Contract. In the event of a conflict between the Contract and Addendum, the provisions set forth in this Addendum shall govern and control.

1. The Shopping Shuttle 2007 Operating Schedule and the "Details of Operations" are being attached to the "Conditions of Contract" and form a part of the Contract Documents. To the extent of any conflict or inconsistency between the attachments and the "Conditions of Contract", the terms of the attachments are to control.

2. A paragraph titled, "Insurance Coverage" shall be added to the "Conditions of Contract" as follows:

"CHICAGO TROLLEY CO's INSURANCE COVERAGE – Before work is commenced, and throughout the duration of the contract, CHICAGO TROLLEY CO. shall maintain the following insurance coverage so as to indemnify Owner from all claims of bodily injury or property damage that may occur from CHICAGO TROLLEY CO.'s negligence:

- a. Workmen's compensation and occupational disease insurance covering all employees in statutory limits who perform any obligations assumed under Contract.
- b. Public liability and property damage liability insurance covering all operations under contract; the limits for bodily injury or death not less than \$2,000,000 for each accident; for property damage, not less than \$1,000,000 for each accident.
- c. Automobile liability insurance on all self-propelled vehicles used in connection with the Contract, whether owned, non-owned or hired; public liability limits of not less than \$5,000,000 for each accident.
- d. Excess Liability insurance that follows form in the amount of not less than \$15,000,000 for each occurrence and in aggregate.

CHICAGO TROLLEY CO., shall (i) provide a Certificate of Insurance evidencing CHICAGO TROLLEY CO's compliance with the above requirements, (ii) include Client as an "additional insured" on the insurance policy, (iii) provide Client with 30 days notice prior to cancellation of the insurance coverage's provided, and (iv) provide Client with a Waiver of

Subrogation as it applies to General Liability and Workers Compensation coverage's."

3. The contract should provide that the Trolley drivers all possess appropriate commercial driver's licenses and that the equipment being provided will meet all local, state and federal safety requirements for public transportation of passengers.

4. Sentence No. (3) of the paragraph entitled "Liability" on the "Conditions of Contract", is stricken.

5. This Addendum shall be attached to and form a part of the Contract.

Owner:

Contractor:

Village of Orland Park, Illinois

Chicago Trolley Co.

by: [Signature]

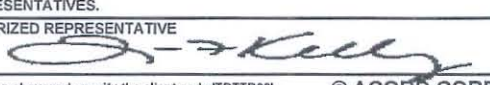
by: [Signature]

Printed name: Robert S. Zede Jr.

Printed name: JOHN A CURRAN

Date: 10-30-07

Date: 10.23.07

ACORD™ CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YYYY) 5/1/2008 4/25/2007	
PRODUCER LOCKTON COMPANIES, LLC 5847 SAN FELIPE, SUITE 320 HOUSTON, TX 77057 866-260-3538				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 TRT TRANSPORTATION, INC. 1054471 DBA CHICAGO TROLLEY COMPANY A COACH USA COMPANY 615 WEST 41ST STREET CHICAGO, IL 60609				INSURERS AFFORDING COVERAGE		NAIC #	
				INSURER A: Discover Prop.& Casualty Ins. Co.		36463	
				INSURER B: Fidelity and Guaranty Insurance Company		35386	
				INSURER C: NATIONAL UNION FIRE INS CO OF PA			
				INSURER D:			
				INSURER E:			
COVERAGES TRTR02 AO						THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.	
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 LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	☒	GENERAL LIABILITY	D007L00061	5/1/2007	5/1/2008	EACH OCCURRENCE	\$ 1,000,000
		☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
		☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person)	\$ Excluded
		☒ XCU INCLUDED				PERSONAL & ADV INJURY	\$ 1,000,000
		☒ ISO CG00011204				GENERAL AGGREGATE	\$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:			PRODUCTS - COMPI/OP AGG	\$ 2,000,000	
		☐ POLICY ☐ PRO-JECT ☒ LOC					
A	☒	AUTOMOBILE LIABILITY	D007A00093	5/1/2007	5/1/2008	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
		☒ ANY AUTO				BODILY INJURY (Per person)	\$ XXXXXXXX
		☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$ XXXXXXXX
		☒ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
		☒ HIRED AUTOS					
		☒ NON-OWNED AUTOS					
		☒ MCS-90B					
	☐	GARAGE LIABILITY	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT	\$ XXXXXXXX
		☐ ANY AUTO				OTHER THAN EA ACC	\$ XXXXXXXX
						AUTO ONLY: AGG	\$ XXXXXXXX
C	☒	EXCESS/UMBRELLA LIABILITY	9834868	5/1/2007	5/1/2008	EACH OCCURRENCE	\$ 15,000,000
		☒ OCCUR ☐ CLAIMS MADE				AGGREGATE	\$ 15,000,000
		☐ DEDUCTIBLE ☒ UMBRELLA FORM					\$ XXXXXXXX
		☐ RETENTION \$					\$ XXXXXXXX
							\$ XXXXXXXX
B A B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	D007W00080 (AOS)	5/1/2007	5/1/2008	☒ WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	D007W00078 (NJ)	5/1/2007	5/1/2008	E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below NO	D007W00079 (WI)	5/1/2007	5/1/2008	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
		OTHER					
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED (EXCEPT FOR WORKER'S COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. CANCELLATION: 30 DAYS AS NOTED BELOW EXCEPT 10 DAYS NOTICE FOR NON-PAYMENT OF PREMIUM. SEE ATTACHEMT A FOR ENDORSEMENT WORDING.							
CERTIFICATE HOLDER				CANCELLATION [M40355] [M94175]			
2721532 VILLAGE OF ORLAND PARK ATTN: KERRIE PETZO, CONTRACT ADMINISTRATOR 14700 SOUTH RAVINIA AVENUE ORLAND PARK IL 60462				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDAVOR TO MAIL <u>30</u> 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 			

NAMED INSURED ENDORSEMENT NO.
COACH USA, INC.

POLICY NO.
D007L00061

PRODUCER
DISCOVERY MANAGERS, LTD

EFFECTIVE DATE
05/01/07 12:01 AM

INSURED BY (NAME OF INSURANCE COMPANY)
DISCOVER PROPERTY & CASUALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED (SECTION II) IS AMENDED TO INCLUDE ANY PERSON(S) OR ORGANIZATION(S) FOR WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT TO PROVIDE INSURANCE, BUT ONLY FOR DAMAGES:

A. WHICH ARE COVERED BY THIS INSURANCE: AND

B. WHICH YOU HAVE AGREED TO PROVIDE IN SUCH CONTRACT.

ATTACHMENT A

ADDITIONAL INSURED IN FAVOR OF THE VILLAGE OF ORLAND PARK, AND THEIR RESPECTIVE OFFICERS, TRUSTEES, DIRECTORS, EMPLOYEES AND AGENTS (ON ALL POLICIES EXCEPT WORKERS' COMPENSATION/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE VILLAGE OF ORLAND PARK, AND THEIR RESPECTIVE OFFICERS, TRUSTEES, DIRECTORS, EMPLOYEES AND AGENTS ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. THE INSURANCE AFFORDED TO THE ADDITIONAL INSURED AS DESCRIBED IN THIS CERTIFICATE OF INSURANCE FOR WORK PERFORMED BY THE NAMED INSURED IS PRIMARY AND NONCONTRIBUTORY TO ANY SIMILAR COVERAGE MAINTAINED BY THE ADDITIONAL INSURED WHERE AND TO THE EXTENT REQUIRED BY CONTRACT.

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

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

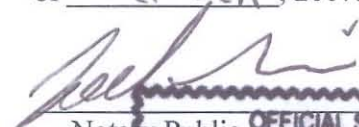
I, JOHN A. CURRAN, being first duly sworn certify and say
that I am VICE PRESIDENT, CHARTER SALES
(insert "sole owner," "partner," "president," or other proper title)

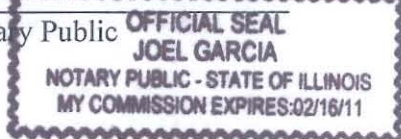
of CHICAGO TROLLEY CO., the Prime Contractor
submitting this proposal, and that the Prime Contractor is not barred from contracting with any unit of
state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois
Criminal Code, or of any similar offense of "bid-rigging" 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 OCTOBER, 2007.


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 contractor'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."

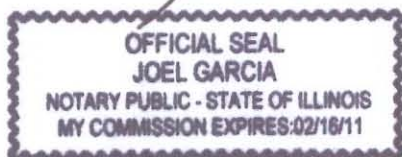
I, JOHN CURRAN, having submitted a proposal for CHICAGO TRUCKING CO.
(Name) (Name of Contractor)
for All Projects for the Village of Orland Park (General Description of Work Proposed on) to
the Village of Orland Park, hereby certifies that said contractor has a written sexual
harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: [Signature]

Authorized Agent of Contractor

Subscribed and sworn to before
me this 1 day of October, 2007.

Notary Public [Signature]



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 Contractor'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 Contractor 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 Contractor 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 Contractor and any person under which any portion of the Contractor'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 Contractor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:

BY: _____

ATTEST: _____

DATE: _____



TAX CERTIFICATION

I, JOHN A. CURRAN, having been first duly sworn depose and state as follows:

I, JOHN A. CURRAN, am the duly authorized agent for CHICAGO TROLLEY CO., which has submitted a proposal to the Village of Orland Park for

All Projects for the Village of Orland Park and I hereby certify
(Name of Project)

that CHICAGO TROLLEY CO. 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.

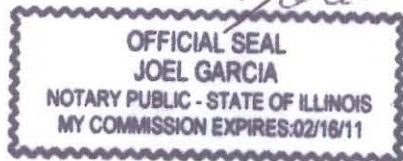
By: [Signature]

Title: Vice President

Subscribed and Sworn to

Before me this 1

Day of OCT, 2007



**CERTIFICATION OF COMPLIANCE WITH THE
ILLINOIS PREVAILING WAGE ACT
(820 ILCS 130/0.01, et seq.)**

It is hereby stipulated and certified to the Village of Orland Park, that the undersigned Contractor shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract. The undersigned Contractor further stipulates and certifies that he/she/it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years. In accordance with Public Act 94-0515, the Contractor will submit to the Village certified payroll records (to include for every worker employed on the project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day) on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor is aware that knowingly filing false records is a Class B Misdemeanor.

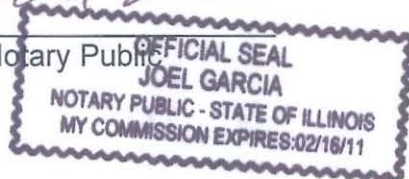
Contractor:

By: _____

(Authorized Officer)

Subscribed and Sworn to
before me this 15 day
of OCTOBER, 2007

Notary Public



not required

REFERENCES

(Please type)

ORGANIZATION _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE NUMBER _____

CONTACT PERSON _____

DATE OF PROJECT _____

ORGANIZATION _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE NUMBER _____

CONTACT PERSON _____

DATE OF PROJECT _____

ORGANIZATION _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE NUMBER _____

CONTACT PERSON _____

DATE OF PROJECT _____

Proposer's Name: _____

Signature & Date: _____