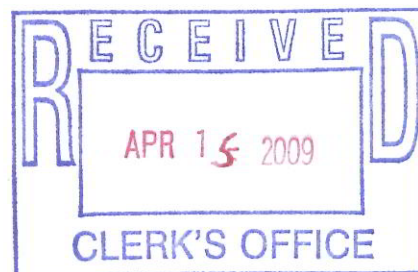


Clerk's Contract and Agreement Cover Page

Year: 2009 **Legistar File ID#:** 2009-0130

Multi Year: ☐ **Amount** \$34,203.00

Contract Type: Small Construction/Inst
Contractor's Name: Red Hawk Security Systems, Inc
Contractor's AKA:
Execution Date: 3/27/2009
Termination Date: 6/1/2009
Renewal Date:
Department: Police
Originating Person: Jim Dowling
Contract Description: 143rd Metra Station CCTV



Wednesday, April 15, 2009

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

April 15, 2009

Mr. Daniel J. Cosgrove MBA
Red Hawk
12838 S. Cicero Avenue
Chicago, Illinois 60803

RE: NOTICE TO PROCEED
143rd Metra Station CCTV

Dear Mr. Cosgrove:

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 Jim Dowling at 708-403-4998 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 March 30, 2009 in an amount not to exceed Thirty Four Thousand Two Hundred Three and No/100 (\$34,203.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

cc: James Dowling
Judy Konow

VILLAGE OF ORLAND PARK
143rd Metra Station CCTV
(Contract for Small Construction or Installation Project)

This Contract is made this **30th day of March, 2009** by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and Red Hawk Security Systems, Inc. (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.

- The Contract
- The Terms and General Conditions pertaining to the Contract
- The VILLAGE'S Project Manual for the Work as described in Section 2 hereunder
 - o The Request for Proposals
 - o The Instructions to Proposers
- The Proposal as it is responsive to the VILLAGE's RFP requirements
- All Certifications required by the VILLAGE
- Certificates of Insurance
- ~~Performance and Payment Bonds required by the VILLAGE~~

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide labor, equipment and materials necessary to perform the following:

Installation of a CCTV system and portable air conditioning unit at the 143rd Street Metra Station as identified in the submitted RFP dated June 9, 2008 and August 8, 2008, respectively

(hereinafter referred to as the "WORK") as described in the VILLAGE'S Project Manual (RFP documents) 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 amounts for the WORK:

Unit Prices (if any):

CCTV System (143 rd St. ONLY)	\$32,143.00
Portable air conditioning unit	\$ 2,060.00
Service Option 2 – Time and Material	\$130 per hour; \$200 Trip Charge

TOTAL: Thirty Four Thousand Two Hundred Three and No/100 (\$34,203.00) 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 except to the list of Subcontractors approved by the Village, which approval shall not be unreasonably withheld.

SECTION 4: TERM OF THE CONTRACT: The CONTRACTOR shall commence the WORK of this Contract upon receipt of a Notice to Proceed and shall complete performance of the WORK of this Contract by June 1, 2009 (hereinafter referred to as the "CONTRACT TIME"). Failure to meet the CONTRACT TIME shall be considered an occasion of default under the CONTRACT DOCUMENTS. The CONTRACT TIME shall not be increased without the express written consent of the VILLAGE. Final payment shall be made by the VILLAGE upon inspection of the WORK, completion of any punch list items and after receipt of final release and waiver of liens in accordance with the requirements of the CONTRACT DOCUMENTS. This Contract may be terminated by the VILLAGE for convenience or by either of the PARTIES for default in the performance of the duties of the PARTIES as described in the CONTRACT DOCUMENTS upon thirty (30) day's written notice provided as required herein.

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 all applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*) and the Illinois Prevailing Wage Act (820 ILCS 130/1 *et seq.*)

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS, it shall be considered received if it is 1) delivered in person, 2) sent by registered United States mail, return receipt requested, 3) delivered by messenger or mail service with a signed receipt, 4) sent by facsimile with an acknowledgment of receipt, or 4) by e-mail with an acknowledgment of receipt only if the PARTIES agree separately to use e-mail for providing notice. Notice shall be sent 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:
Daniel J. Cosgrove, MBA
Red Hawk Security Systems, Inc
12838 S. Cicero Avenue
Alsip, IL 60803
Telephone: 708-239-1670
Facsimile: 708-239-1690
email: dcosgrove@initialelectronics.com

or to such other persons or to such other addresses as may be provided by one party to the other party under the requirements of this Section.

SECTION 8: LAW AND VENUE: The law of the State of Illinois shall apply to this Agreement and venue for legal disputes shall be Cook County, Illinois.

SECTION 9: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 10: 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: _____

Print name: Paul G. Grimes

Its: Village Manager

Date: 4/10/09

FOR: THE CONTRACTOR

By: _____

Print name: Kyle L. Pusson

Its: General Manager

Date: 4/9/09

VILLAGE OF ORLAND PARK

Terms and General Conditions for the Contract between The Village of Orland Park (the "VILLAGE") and Red Hawk Security Systems, Inc. (the "CONTRACTOR") for **Installation of a CCTV System at the 143rd Street Metra Station** (the "WORK") dated **March 27, 2009** (the "CONTRACT").

ARTICLE 1: DUTIES OF THE PARTIES

1.1 VILLAGE'S RIGHTS AND DUTIES

- 1.1.1 Upon request of the Contractor the Village shall furnish, with reasonable promptness, information necessary for the performance of the Work of the Contract including, where needed, land surveys showing boundaries, topography, the location of utilities and a legal description of the site where the Work is to be performed.
- 1.1.2 The Village shall furnish access to its buildings and the site of the Work as is necessary for the performance of the Work and shall provide, at its own expense, as needed, temporary or permanent easements, zoning and other requirements including removal of encumbrances on the land needed to permit performance of the Work.
- 1.1.3 The Village shall have the right to stop the Work by a written order should the Contractor fail to correct Work not in accordance with the Contract Documents which will remain in effect until the Work is corrected without giving rise to any duty on the part of the Village to stop the Work for the benefit of the Contractor or any other entity.
- 1.1.4 The Village may, if the Contractor does not correct Work to make it conform to the Contract Documents, or cure a default, with reasonable promptness after receiving a written notice from the Village, correct the default itself and deduct the reasonable cost of the correction or cure from the amounts owed to the Contractor.

1.2 CONTRACTOR'S RIGHTS AND DUTIES

- 1.2.1 The Contractor shall perform the Work in accordance with the Contract Documents.
- 1.2.2 The Contractor shall examine existing conditions and take field measurements to facilitate the performance of the Work and shall report to the Village or, where applicable, to the Architect, any errors, inconsistencies or omissions discovered. Contractor is not required to determine whether the Contract Documents conform to applicable local, state or federal statutes, ordinances, codes, rules or regulations, but where such nonconformity is found, Contractor shall report such to the Village, or where applicable, to the Architect.
- 1.2.3 Contractor shall pay for all material and labor necessary for the performance of the Work and, unless agreed otherwise with the Village in a separate written document, for all utilities required such as light, heat and water.
- 1.2.4 Contractor warrants that the Work shall contain material and equipment of good quality that is new and that the Work and workmanship shall be free from defects for one (1) year after final payment or the length of time guaranteed under the warranty provided by the Contractor, whichever is greater. Where there are deficiencies,

Contractor agrees to correct them with reasonable promptness after receiving notice of said deficiencies from the Village. All manufacturers' guarantees and warranties shall be delivered to the Village prior to the issuance of final payment.

- 1.2.5 Contractor shall work expeditiously to complete the Work by the agreed upon date and, where necessary to accomplish that goal, shall work overtime without additional compensation.
- 1.2.6 Contractor shall seek, obtain and pay for all required building permits, licenses, and governmental inspections of the Work.
- 1.2.7 Contractor shall comply with all local, state and federal statutes, ordinances, codes, rules, regulations and all case law pertaining to the performance of the Work, including but not limited to all of the applicable provisions of the Illinois Prevailing Wage Act (820 ILCS 130/1 *et seq.*) and the Illinois Human Rights Act (775 ILCS 5/1-01 *et seq.*) Neither the Contractor nor its Subcontractors shall engage in any prohibited form of discrimination in employment as defined in the Illinois Human Rights Act. 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. Contractors and all Subcontractors shall comply with all requirements of the Act including maintaining a sexual harassment policy and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors 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 the Contract.
- 1.2.8 Contractor will not be relieved of any obligation to the Village due to failure to examine or receive documents, visit or become familiar with conditions or from facts of which Contractor should have been aware and Village, as existing law may allow, shall reject all claims related thereto.

ARTICLE 2: CONTRACT DOCUMENTS

2.1 The Contract Documents consist of the following items:

- .1 Agreement between the parties
- .2 General Conditions to the Agreement
- .3 Special Conditions to the Agreement, if any
- .4 The Project Manual dated June 6, 2008 which includes
 - Instructions to the Proposers
 - Request for Proposals
 - Specifications and Drawings, if any
- .5 Accepted Proposal as it conforms to the RFP requirements
- .6 Addenda, if any

- .7 Required Certificates of Insurance
- .8 Required Certifications
- .9 ~~Performance and Payment Bonds, if required~~

ARTICLE 3: PAYMENTS AND COMPLETION

3.1 The Village requires for each Application for Payment, a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of each subcontractor, vendor, supplier or other appropriate party included in that payment. For every party listed the Contractor shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the Contractor. The Contractor's partial or final waiver of lien must be included. Payment certificates shall not be issued by Architect or payment shall not be made by the Village without such mechanics' lien waivers and contractors' sworn statements unless they are conditioned upon receipt of such waivers and statements.

3.2 No certificate shall be issued in favor of the Contractor and no payment will be made by the Village for material not actually installed and built into the Work without written authorization for the Village.

3.3 Upon satisfaction of the terms and conditions of the Contract, the Contractor agrees to provide the Village with a final release and waiver of all liens covering all of the Work performed under the Contract relative to the project prior to issuance of final payment. Said final waiver of lien shall identify and state that all Subcontractors have been paid in full and there are no contract balances outstanding and owed to any Subcontractor.

3.4 All payments shall be made to Contractor by Village pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*)

ARTICLE 4: TAXES

4.1 The Village is a public body and is exempt from excise, sales and use taxes and will furnish Contractor with exemption numbers as required. Contractor shall not include any such taxes in its cost figures.

ARTICLE 5: INSPECTION OF MATERIALS

5.1 The Village shall have a right to inspect any materials or equipment to be used in carrying out this contract. The Contractor shall be responsible for the contracted quality and standards of all materials, equipment, components or completed work finished under this contract up to the time of final acceptance by the Village. Materials, equipment, components or completed work not complying therewith may be rejected by the Village and shall be removed and replaced by the Contractor at no cost to the Village.

ARTICLE 6: ASSIGNMENT

6.1 The Contractor's duties and obligations under the Contract shall not be assigned without the express written consent of the Village.

6.2 Work not performed by the Contractor with its own forces shall be performed by Subcontractors

or Sub-subcontractors. The Contractor shall be responsible for management of the Subcontractors in the performance of their Work.

6.3 The Contractor shall not contract with anyone to whom the Village has a reasonable objection.

6.4 The Contractor shall prepare all Subcontracts and shall have full discretion to negotiate their terms, subject to the Village's reasonable requirements or objections as to form and content.

6.5 By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Village. Each subcontract agreement shall preserve and protect the rights of the Village under the Contract Documents with respect to the work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Village. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

ARTICLE 7: GUARANTEES AND WARRANTIES

7.1 All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Village before final voucher on the contract is issued.

7.2 Contractor shall supply the Village with "as-built" plans prior to the Village making the final payment.

ARTICLE 8: DEFAULT

8.1 If the Contractor fails to begin the work under this contract within the time specified, or fails to perform the Work with sufficient workmen, equipment or materials to insure the completion of said Work within the specified time, or shall perform the work in an unsatisfactory manner, or shall neglect or refuse to remove materials or perform anew such work as shall be rejected as defective or unsuitable by reason of defect in material or workmanship or by reason of noncompliance with the specifications, or shall discontinue the prosecution of the Work, or if the Contractor shall become insolvent or be declared bankrupt, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall fail to carry on the Work in an acceptable manner, the Village shall give notice to the Contractor and his surety in writing specifying such failure, delay, neglect, refusal or default, and if the Contractor, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, then the Village shall have full power and authority to declare the forfeiture of this contract, and to forfeit the rights of the Contractor in this contract.

8.2 Upon declaration of Contractor's default, the Village may, at his option, call upon the surety to complete the Work in accordance with the terms of this contract or may take over the Work, including any materials and equipment on the work site as may be suitable and acceptable to the Village and may complete the Work by or on its own force account, or may enter into a new contract for the completion of the Work, or may use such other methods as shall be required for the completion of the Work in an acceptable manner.

8.3 All costs and charges incurred by the Village, together with the cost of completing the work shall be deducted from any moneys due or which may become due on this contract. In case the expense so incurred by the Village shall be less than the sum which would have been payable under this contract if it had been completed by the Contractor and had not been forfeited by the Village, then the Contractor shall be entitled to receive the difference, and in case such expense shall exceed the sum which would have been payable under this contract, the Contractor and the surety shall be liable and shall pay to the Village the amount of such excess.

ARTICLE 9: DISPUTES AND VENUE

9.1 If an Architect or Engineer has contracted with the Village to administer the Contract between Village and Contractor, disputes shall be handled with the involvement of the Architect or Engineer according to the terms of the contract between the Village and the Architect or Engineer and any reference made herein to "Architect" shall be read as "Engineer" where applicable. In any other case, disputes concerning a question of fact under the contract shall be expressed in writing by the parties and, if within seven (7) days after receipt of such notice the parties have disposed of the dispute by agreement, the dispute, as it was expressed in writing by the parties, shall be subject to mediation under terms agreed to by the parties. Pending final decision of a dispute hereunder, the parties shall proceed diligently with the performance of the contract.

9.2 Any legal action taken by either party shall be decided based upon the laws of the State of Illinois and venue for such disputes shall be Cook County, Illinois.

ARTICLE 10: CONTRACT TIME

10.1 Time is of the essence of the Contract. Village shall not grant, and Contractor shall not seek damages for delays; however, Village shall grant an increase in the Contract Time for delay not caused by Contractor, its Subcontractors or others for whose actions Contractor is liable.

ARTICLE 11: INSURANCE AND INDEMNIFICATION

11.1 Insurance Requirements

11.1.1 The successful bidder shall, within ten (10) business days of said receipt of notice of award of the contract, furnish to the Village a certificate of insurance showing the Village, its trustees, officers, directors, agents, employees, representatives and assigns as additional insureds to the General Liability and Automobile Liability policies by appropriate endorsement. Such coverages shall be placed with a provider acceptable to the Village, which is licensed to do business in the State of Illinois, and that maintains a minimum A. M. Best rating of A VII. The insurance coverages afforded under the Contractor's General Liability insurance policies shall be primary and non-contributory to any insurance carried independently by the Indemnitees. A Waiver of

Subrogation in favor of the Additional Insureds shall apply to General liability and Worker's Compensation. 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. All required insurance shall be maintained by the contractor in full force and effect during the life of the contract, and until such time as all work has been approved and accepted by the Village. This provision constitutes the Village's continuing demand for such certificates and endorsement(s) or true and correct copies thereof and the obligation to provide such insurance coverage shall be in full force and effect during the life of the contract. Failure of the Village to request such certificates and endorsements shall not relieve the Contractor of these obligations to provide insurance.

The amounts and types of insurance required are:

.1 Worker's Compensation: STATUTORY coverage for all persons whom the Contractor may employ directly or through subcontractors in carrying out the work under this contract. Such insurance shall hold the Village free and harmless of all personal injuries of all persons whom the Contractor may employ directly or through Subcontractors.

.2 Employers Liability: \$500,000 minimum liability.

.3 Comprehensive General Liability; including Bodily Injury and Property Damage.

\$1,000,000 Each Occurrence - Combined Single Limit
\$2,000,000 Aggregate - Completed Operations
\$2,000,000 Each Occurrence - Blanket Contractual Liability

.4 Comprehensive Automobile Liability, Owned, Non-owned and Hired:

\$1,000,000 for Combined Single Limit.

.5 Umbrella/Excess Liability:

\$2,000,000 Each Occurrence

11.1.2 Contractor shall cause each Subcontractor to maintain insurance of the type specified above. When requested by the Village, Contractor shall furnish copies of certificates of insurance evidencing coverage for each Subcontractor.

11.2 Indemnification

11.2.1 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.

- 11.2.2 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.

ARTICLE 12: PERFORMANCE AND PAYMENT BONDS

~~12.1 The Contractor shall furnish Performance and Payment Bonds acceptable to the Village in the full amount of the Contract. Bonds shall be from a surety licensed to do business in Illinois and said surety shall have a minimum A.M. Best rating of A-V. Each Bond shall require a time period during which the Bond can be called limited only to the extent required by Illinois law.~~

ARTICLE 13: EXECUTION OF CONTRACT

13.1 Execution of the Contract between Village and Contractor is contingent upon receipt of required Certificates of Insurance, required signed certifications and ~~required Performance and Payment Bonds.~~

ARTICLE 14: CHANGES IN THE WORK

14.1 All changes in the Work must be approved by the Village in a written document. Any change order or series of change orders that increase or decrease the Contract Sum by a total of \$10,000 or more or that increase or decrease the Contract Time by thirty (30) days or more must be accompanied by a written determination signed by the Village or its designee finding that the change was not reasonably foreseeable at the time the contract was signed, the change is germane to the Contract or the change is in the best interest of the Village. New Requests for Proposals must be issued by the Village as required by law for any change increasing the original Contract Sum by fifty percent (50%) or more.

ARTICLE 15: TERMINATION

15.1 The Village may, at any time, terminate the Contract for the Village's convenience and without cause upon written notice to the Contractor and payment for all Work directed to be performed prior to the effective date of termination along with reasonable overhead and profit.

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 ____ DAY OF _____, 200__

Signature

Printed Name & Title

Kyle C. Pusson
General Manager

Authorized to execute agreements for:

Name of Company

Red Hawk Security Systems, Inc.



12838 South Cicero, Chicago, IL 60803
130 West Walnut Street, Indianapolis, IN 46268

ACKNOWLEDGEMENT LETTER
April 6, 2009

Project Name: Orland Park Metra Train Station
Project Location: 143rd Street
Sales Quote No.:
Customer: Village of Orland Park, Illinois
Contract / Purchase Order No:

Enclosed are signed copies of your Agreement dated 3-30-09 (the "Agreement") along with two (2) signed copies of this Acknowledgment Letter offered as an addendum to the Agreement. Our acceptance of this Agreement is conditioned by the following clarifications. Notwithstanding anything contained in the Agreement to the contrary, the terms and conditions of this Acknowledgment Letter shall govern the rights and obligations of the parties hereto with respect to the subject matter hereof and in the event of a conflict between the provisions of this Acknowledgment Letter and the Agreement, the provisions of this Agreement shall prevail. Please sign and return one (1) copy each of the Agreement and Acknowledgment Letter for our records.

1. Scope of Services

It is understood and agreed that this Agreement is for the installation and service of security system devices only and that alarm monitoring services are excluded from the scope of this Agreement. It is understood and agreed that if alarm monitoring services are to be provided by Seller to Customer, such services shall be provided in accordance with and governed exclusively by a separate alarm monitoring agreement to be entered between Seller and Customer or the authorized agent for Customer.

2. Warranty and Disclaimer

Seller warrants that the services provided hereunder will be performed in accordance with generally accepted industry standards and practices by competent personnel. In the event that any services fail to comply with the foregoing standard within a one (1) year period from the date such services are completed, Seller will, at its option, provided it is promptly notified in writing upon the discovery of such failure, either re-perform such non-complying services at no additional charge or refund to Customer all fees theretofore paid by Customer with respect to such non-complying services. The foregoing remedies are the exclusive remedies for any breach of Seller's services warranty.

Seller warrants that any products supplied in connection with its services shall be free from defects in workmanship or material for a period of one (1) year from the date of delivery (the "Warranty Period"). During the Warranty Period, provided Seller is promptly notified in writing upon the discovery of any defect in workmanship or material and further provided that all costs of returning the defective products to Seller are pre-paid by Customer, Seller agrees to, at Seller's option, either repair or replace defective products, or refund Customer's fees paid for such products. Seller's sole liability with respect to equipment, materials, parts or software furnished to Customer by third party suppliers shall be limited to the assignment by Seller to Customer of any such third party supplier's warranty, to the extent the same is assignable. The foregoing remedies are the exclusive remedies for any breach of Seller's products warranty. In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or other event beyond the reasonable control or fault of Seller, (iii) misuse, fault or negligence of or by Customer, (iv) use of the products in a manner for which they were not designed, (v) causes external to the products such as, but not limited to, power failure or electrical power surges or (vi) use of the products in combination with equipment or software not supplied by the Company. Any installation, maintenance, repair, service, relocation or alteration to or of, or other tampering with, the products performed by any person or entity other than Seller without Seller's prior written approval, or any use of replacement parts not supplied by Seller, shall immediately void and cancel all warranties with respect to the affected products.

THE FOREGOING WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER IN CONNECTION WITH THE SERVICES PERFORMED AND PRODUCTS PROVIDED HEREUNDER, AND ARE IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY SELLER, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

3. Indemnity

Seller agrees to indemnify and hold harmless the other party and its officers, directors and employees, from and against any and all third party damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses finally awarded by a court of competent jurisdiction for injury to or death of persons or damage to property ("Claims") arising out of the Agreement, but only to the extent that such Claims are caused by the negligence or willful misconduct of Seller or its employees, agents, representatives or contractors.

The party seeking indemnification under this Agreement (the "Indemnified Party") shall provide prompt written notice of, and furnish a copy of written communications relating to, any third party Claim covered hereunder to Seller. Seller shall have the right to assume exclusive control of the defense or settlement of, or other efforts to resolve such Claim. The Indemnified Party agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations under this Agreement. The Indemnified Party may engage counsel of its own choosing, at its own cost and expense. Seller shall not be obligated to indemnify the Indemnified Party under this Agreement with regard to any settlement or compromise made without Seller's prior written consent.

ACKNOWLEDGEMENT LETTER
April 6, 2009

4. Insurance

Seller agrees to maintain the following insurance during the term of the Agreement with limits not exceeding the stated amounts: (a) Comprehensive General Liability insurance covering bodily injury and property damage with a limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate, (b) Statutory workers' compensation and employer's liability insurance for a limit of \$1,000,000 per occurrence, (c) Automobile liability covering bodily injury and property damage with a combined single limit of \$1,000,000 per occurrence and (d) Excess/Umbrella Liability Insurance with a limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate. Seller's CGL insurance policy shall have a per location/per project aggregate of \$2,000,000. Customer will be named as additional insured under the Commercial General Liability policy and subrogation waived thereunder, but only with respect to liability arising out of personal injury or property damage to the extent resulting from the Contractor's negligent acts or omissions or willful misconduct during the ongoing performance of its obligations under the Agreement. If requested by Customer, certificates of insurance shall be furnished from Seller's carrier evidencing the foregoing coverages.

5. Audit

Notwithstanding any provision to the contrary, Seller agrees, upon reasonable request, to substantiate that Seller's billing is in conformity with the terms of the agreement and to furnish documents verifying each charge billed to the Customer on a time and material basis or to the extent required by law. Seller is not required to provide other audit privileges to Customer.

6. Project Delays

A party will not be in breach of this contract or be liable to the other party if it fails to perform or delays the performance of an obligation as a result of an event beyond its reasonable control, including, but not limited to, strikes, industrial disputes, fire, flood, act of God, war, insurrection, vandalism, sabotage, invasion, riot, national emergency, piracy, hijack, acts of terrorism, embargoes or restraints, extreme weather or traffic conditions, temporary closure of roads, legislation, regulation, order or other act of any government or governmental agency. Notwithstanding anything else in this Agreement, neither party shall be liable for any indirect, liquidated, consequential, special or economic loss, cost liability, damage or expenses howsoever arising.

7. Limitation of Liability

To the extent permitted by law, the aggregate liability of Seller to Customer, whether in contract, tort (including negligence) or otherwise, will be limited to amount of payments received by Seller from Customer under the Agreement. The foregoing does not limit the liability of Seller for any injury to, or death of a person, caused by the gross negligence of Seller.

Thank you for allowing us the opportunity to do business with your company.

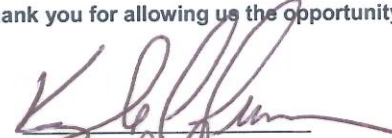
Name:

Signature

Title:

Company
Name

Date:


Kyle P. Curson
General Manager
Red Hawk Security Sys
4/9/09

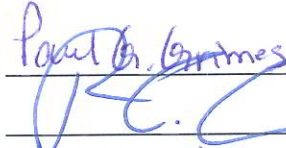
Name:

Signature:

Title:

Company
Name

Date:


Robert D. Gammes
Village Manager
Village of Orland Park
4/14/09

Please indicate your acceptance of these Articles by signing in the space provided and then returning a copy to:

Red Hawk Security Systems, Inc.

12838 S. Cicero Avenue
Chicago, IL 60803
(708) 272-1113
(708) 239-1690 fax



RED HAWK

A UTC Fire & Security Company

130 West Walnut Street
Indianapolis, IN 46268
(317) 337-2020
(317) 337-2015 fax

Electronic Security Specialists

www.redhawk-us.com

CCTV • Access Control

PROPOSAL

Job Address:

Orland Park Train Stations #1, 2, & 3
143 rd St., 153 rd ST. & 179 th St.
Orland Park, IL

Bill to:

Pace Systems
2420 Corporate Lane
Naperville, IL 60563

Terms **Net 30 days**
Date **August 5, 2008**

Dear Frank:

Per your request, Red Hawk, a UTC Fire & Security Company, is pleased to provide this proposal for your consideration.

<i>Qty.</i>	<i>Mfr.</i>	<i>Model</i>	<i>Portable Air Conditioning Units</i>
3	APC	AP7003	portable, compact, self-contained, 1.6 kW cooling power, A/C unit
			110 V

Total furnished & installed ...\$6180.00 (\$2060.00 ea.)
Freight included
Sales Tax exempt

Proposed by:

Daniel J. Cosgrove, MBA

Red Hawk

708-272-1113

dcosgrove@initialelectronics.com

Approved by _____

Date _____

Printed Name _____

Purchase Order# _____

ACCEPTANCE OF THIS QUOTE ACKNOWLEDGES THAT THE CLIENT HAS READ AND UNDERSTANDS THE SELLERS TERMS AND CONDITIONS - QUOTE VALID FOR 30 DAYS

Total Price – 143rd Street Station

<u>Category</u>	<u>Price</u>
Cameras Total Price	\$17,231.00
NVR Hardware Total Price	11,062.00
NVR Software Total Price	2,500.00
Networking and Wireless Total Price	1,000.00
Installation Total Price (include project management time)	\$31,793.00
Training – include training manual and 4 hour training session for up to 6 people	350.00
Service Level Agreement – Entire Solution - Option 1: 1 year with 2 one year options, 4 hour response, NBD Onsite Repair	SEE BELOW
Service Level Agreement – Entire Solution - Option 2: Time and Material rate for next day onsite service	SEE BELOW
GRAND TOTAL	\$32,143.00

OPTION 1

SERVICE

1st YEAR - INCLUDED

2nd YEAR - \$7,139.00

3rd YEAR - \$7,500.00

OPTION 2

TIME & MATERIAL

\$130.00/HR.

\$200.00 TRIP CHARGE

**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.

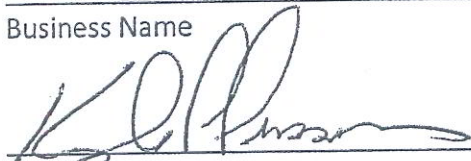
 X Corporation: State of incorporation: TEXAS
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

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.

 RED HAWK
Business Name

(Corporate Seal)


Signature

 KYLE C. CUSSON
Print or type name

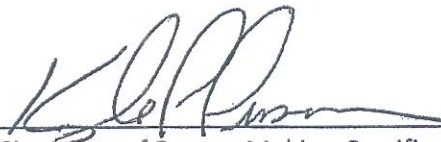
 GENERAL MANAGER
Title

 6/6/08
Date

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

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, KYLE C. CUSSON, being first duly sworn certify
and say that I am GENERAL MANAGER
(insert "sole owner," "partner," "president," or other proper title)
of RED HAWK, 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.

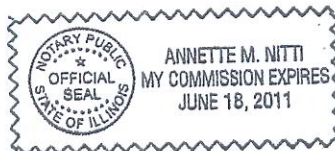


Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 6th Day
of June, 2008.



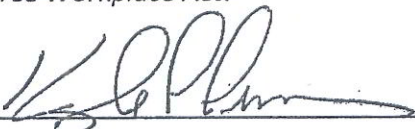
Notary Public



[Contractors with 25 or more Employees]

CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT

RED HAWK, having 25 or more employees, does hereby certify pursuant to Section 3 of the *Illinois Drug-Free Workplace Act* (30 ILCS 580/3) that [he, she, it] shall provide a drug-free workplace for all employees engaged in the performance of work under this contract by complying with the requirements of the *Illinois Drug-Free Workplace Act* and, further certifies, that [he, she, it] is not ineligible for award of this contract by reason of debarment for a violation of the *Illinois Drug-Free Workplace Act*.

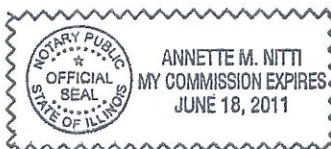

By Authorized Agent

6/6/08
Date

SUBSCRIBED and SWORN TO before me

This 6th day of June, 2008


NOTARY PUBLIC



EQUAL EMPLOYMENT OPPORTUNITY

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.

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.

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:

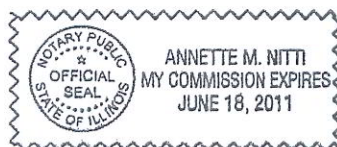
BY: KYLE C. CUSSON

DATE: 6/6/08

SUBSCRIBED and SWORN TO before me

This 6th day of June, 2008

Annette M. Nitti
NOTARY PUBLIC



**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:

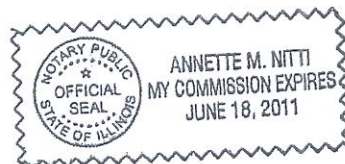
By: _____

(Authorized Officer)

Subscribed and Sworn to
before me this 6th day
of June, 2008

Annette M. Nitti

Notary Public



**VILLAGE OF ORLAND PARK
CONTRACTOR'S CERTIFICATION
SEXUAL HARASSMENT, TAX & SUBSTANCE ABUSE**

KYLE C. CUSSON, having been first duly sworn deposes and states as follows:
(Officer or Owner of Company)

RED HAWK, having submitted a proposal for:
(Name of Company)

CLOSED CIRCUIT TELEVISION SYSTEM FOR TRAIN STATIONS
(Project)

to the Village of Orland Park, Illinois, hereby certifies that the undersigned Contractor:

1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if:
 - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the approved 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.
3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that
ALL EMPLOYEE DRIVERS is/are currently participating
(Name of employee/driver or "all employee drivers")
in a drug and alcohol testing program pursuant to the aforementioned rules.
- 4A. has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and has provided a written copy thereof to the Village of Orland Park; or
- ☒ 4B. has in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635).

(Check either 4A or 4B, depending upon which certification is correct.)

By: [Signature]
Officer or Owner of Company named above

Subscribed and sworn to
Before me this 6th day of June, 2008.
Annette M. Nitti
Notary Public



APPRENTICESHIP AND TRAINING PROGRAM CERTIFICATION

I, KYLE C. CUSSON, having been first duly sworn depose and state as follows:

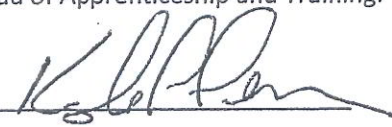
I, KYLE C. CUSSON, am the duly authorized

agent for RED HAWK, which has

submitted a bid to the Village of Orland Park for
CLOSED CIRCUIT TELEVISION SYSTEM
FOR TRAIN STATIONS and I hereby certify
(Name of Project)

that RED HAWK
(Name of Company)

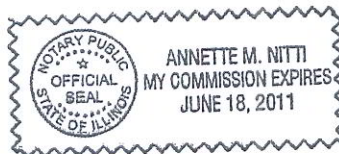
participates in apprenticeship and training programs approved and registered with
the United States Department of Labor Bureau of Apprenticeship and Training.

By: 

Title: GENERAL MANAGER

Subscribed and Sworn to
Before me this 6th
day of June, 2008

Annette M. Nitti
Notary Public



**BIDDER'S RESPONSIBILITY INFORMATION**

1. Date of establishment of current form of business organization:
1992

2. Type of current form of business organization:
SELL, INSTALL AND SERVICE OF CCTV AND ACCESS CONTROL SECURITY EQUIPMENT

3. State of registration of current form of business organization:
ILLINOIS

4. Name of proposer's project manager with experience overview:
MICHAEL GORDON

5. Enclose with this form independently prepared financial reports for the two consecutive, most recently available years.

6. Case, caption, number, and court for any bankruptcy, receivership, or similar proceedings involving the proposer other than solely as a claimant:
N/A

7. List contracts terminated by owner for non-performance within the past five years of this project's bid date, and the name, address, and telephone number of Owner's representative under all such contracts:
N/A

8. List contracts on which a claim against the proposer's bond was made within the past five years of this project's bid date, and the name, address, and telephone number of Owner's representative under all such contracts:
N/A



REFERENCES

(Please type)

ORGANIZATION VILLAGE OF HOFFMAN ESTATES PUBLIC WORKSADDRESS 2305 PEMBROKE AVE.CITY, STATE, ZIP HOFFMAN ESTATES, ILPHONE NUMBER 847-781-2718CONTACT PERSON PAUL PETRENKODATE OF PROJECT ONGOING PROJECTORGANIZATION NORTHERN TRUST BANKADDRESS 50 S. LASALLECITY, STATE, ZIP CHICAGO, IL 60675PHONE NUMBER 312-444-4541CONTACT PERSON MYRON TIBBEDATE OF PROJECT ONGOING PROJECTORGANIZATION RESURRECTION HEALTH CAREADDRESS 100 N.RIVER RD.CITY, STATE, ZIP DES PLAINES, ILPHONE NUMBER 847-813-3188CONTACT PERSON NICHOLAS KOWALDATE OF PROJECT ONGOING PROJECTPROPOSER'S NAME: DAN COSGROVE

SIGNATURE: _____

**INSURANCE REQUIREMENTS**

Please submit a policy Specimen Certificate of Insurance showing proposer's current coverage's

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 coverage 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 coverage 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 proposal will be awarded to the next highest rated proposer or result in creation of a new request for proposals.

ACCEPTED & AGREED THIS _____ DAY OF _____, 200__

Signature

KYLE C. CUSSON GEN.MGR.

Printed Name & Title

Authorized to execute agreements for:

RED HAWK

Name of Company

SUBJECT TO ATTACHED ACKNOWLEDGEMENT LETTER

DATE (MM/DD/YYYY)
04/09/2009

PRODUCER

MARSH USA, INC.
ATTN: JANICE GORE
ONE STATE STREET
(860) 723-5758
HARTFORD, CT 06103

S75450-INITI-ALL-08-09

XS

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 #

INSURED

RED HAWK SECURITY SYSTEMS, INC.
12838 S. CICERO AVE.
ALSIP, IL 60803-3044

INSURER A: Hartford Fire Insurance Co

19682

INSURER B: Insurance Company Of The State Of PA

19429

INSURER C: Illinois National Ins Co

23817

INSURER D: New Hampshire Ins Company

23841

INSURER E: American International South Ins Co

40258

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.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS	
---	--

RE: 143RD STREET METRA STATION CCTV SURVEILLANCE. THE VILLAGE OF ORLAND PARK, AND THEIR RESPECTIVE OFFICERS, TRUSTEES, DIRECTORS, EMPLOYEES AND AGENTS ARE ADDITIONAL INSURED(S) WHEN REQUIRED BY CONTRACT. THE LIABILITY POLICIES ARE PRIMARY AND NON-CONTRIBUTORY. WAIVER OF SUBROGATION IS INCLUDED AS REQUIRED BY CONTRACT.

CERTIFICATE HOLDER

NYC-003292577-01

CANCELLATION

THE VILLAGE OF ORLAND PARK
14700 S. RAVINIA AVE.
ORLAND PARK, IL 60462

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~BOOKEND TO MAIL~~ 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
James T. Haggerty

ACORD 25 (2001/08)

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