

**CLERK'S CONTRACT and AGREEMENT COVER PAGE**

**Legistar File ID#:**

**Innoprise Contract #:**

**Year:**

**Amount:**

**Department:**

**Contract Type:**

**Contractors Name:**

**Contract Description:**

**MAYOR**  
Keith Pekau

**VILLAGE CLERK**  
John C. Mehalek

14700 S. Ravinia Avenue  
Orland Park, IL 60462  
708.403.6100  
OrlandPark.org



**TRUSTEES**

Kathleen M. Fenton  
James V. Dodge  
Daniel T. Calandriello  
William R. Healy  
Cynthia Nelson Katsenes  
Michael R. Milani

April 23, 2020

Dan LeTourneau  
LT Contractual Risk Solutions, Inc.  
1443 Cascade Lane  
Barrington, IL 60010

William Crimmins  
Titan Safety Management, Inc.  
2360 Palmer Ranch Drive  
New Lenox, IL 60451

NOTICE TO PROCEED – Risk Management & Loss Control Services

Dear Mr. LeTourneau and Mr. Crimmins:

This notification is to inform you that the Village of Orland Park has received all necessary contract documents in order for work to commence on the above stated project as of April 17, 2020.

We will be in contact to set up a kick-off meeting. I will be your point of contact.

The Village will be processing a Purchase Order for this contract and it will be emailed 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 or emailed to [accountspayable@orlandpark.org](mailto:accountspayable@orlandpark.org). Also, your final invoice for this contract 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 April 8, 2020 in an amount not to exceed Sixty-Seven Thousand Five Hundred and No/100 (\$67,500.00) Dollars per year to be split between both companies. If you have any questions, please call me at 708-403-6173.

Sincerely,

A handwritten signature in black ink that reads "Denise Domalewski".

Denise Domalewski  
Purchasing & Contract Administrator

cc: George Koczwaro  
Greg Summers

**MAYOR**  
Keith Pekau

**VILLAGE CLERK**  
John C. Mehalek

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**TRUSTEES**

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April 8, 2020

Dan LeTourneau  
LT Contractual Risk Solutions, Inc.  
1443 Cascade Lane  
Barrington, IL 60010

William Crimmins  
Titan Safety Management, Inc.  
2360 Palmer Ranch Drive  
New Lenox, IL 60451

**NOTICE OF AWARD – Risk Management & Loss Control Services**

Dear Mr. LeTourneau and Mr. Crimmins:

This notification is to inform you that on April 6, 2020, the Village of Orland Park Board of Trustees approved awarding LT Contractual Risk Solutions, Inc. / Titan Safety Management, Inc. the contract in accordance with the proposal you submitted in response to the Public Entity Risk Management And Loss Control Consulting Services request for proposals for an amount not to exceed Sixty Seven Thousand Five Hundred and No/100 (\$67,500.00) Dollars per year at the proposed hourly rates.

In order to begin this engagement, you must comply with the following within ten business days of the date of this Notice of Award, which is by April 22, 2020.

- I am attaching the Contract for Risk Management & Loss Control Services. Please sign and return directly to me. I will obtain signatures to fully execute the Contract and one fully executed Contract will be returned to you. Due to the current situation, I am accepting electronic signature, if that is easier for you. I do ask that you email the documents back to me.
- Please submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to in the bid at minimum and endorsements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation.
- In order to properly document your vendor relationship with the Village of Orland Park, your company must provide the Village with a completed W-9 Form.

- I've also included an Electronic Funds Transfer (EFT) Authorization Form. Enrollment is optional, and by authorizing EFTs, you will receive payments from the Village faster and more securely. Additionally, the Village will be able to send you a detailed email notification when payment has been remitted. If you'd like to enroll in EFT payments, complete, sign and return the EFT Authorization Form along with the other documents.

Deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, Insurance Certificate and Endorsements, and completed W-9 are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a Notice to Proceed letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your bid abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at [ddomalewski@orlandpark.org](mailto:ddomalewski@orlandpark.org).

Sincerely,



Denise Domalewski  
Purchasing & Contract Administrator

cc: George Koczwaro  
Greg Summers



# ORLAND PARK

## Risk Management & Loss Control Services (Contract for Professional Consulting)

This Contract is made this 8th day of April, 2020 by and between THE VILLAGE OF ORLAND PARK (hereinafter referred to as the "VILLAGE") and LT CONTRACTUAL RISK SOLUTIONS, INC./TITAN SAFETY MANAGEMENT, INC. (hereinafter referred to as the "CONSULTANT").

### WITNESSETH

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

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

- This Contract
- The Terms and Conditions
- The Request for Proposals #20-009
- The Proposal as it is responsive to the VILLAGE's RFP requirements
- Certificate of Compliance
- Certificates of Insurance

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

*Perform a comprehensive evaluation of the Village's risk management program and a cost-effective plan assisting the Village in development and implementation of a best practice public sector risk management program*

(hereinafter referred to as the "WORK") as further detailed in RFP 20-009 and proposal.

The VILLAGE agrees to pay the CONSULTANT pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) the following amount:

**TOTAL COST:** An amount not to exceed Sixty Five Thousand Five Hundred and No/100 (\$67,500.00) Dollars per year, billed at \$125.00/hour

(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:** CONSULTANT shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the VILLAGE.

**SECTION 4: TERM OF THE CONTRACT:** This Contract shall commence on the date of its execution. The WORK shall commence upon receipt of a Notice to Proceed and continue expeditiously for three (3) years through April 30, 2023, with the option to renew for up to three (3) additional years. This Contract shall terminate upon completion of the WORK, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

**SECTION 5: INDEPENDENT CONTRACTOR STATUS:** To the fullest extent permitted by law, CONSULTANT shall be an independent contractor hereunder and neither CONSULTANT nor anyone acting on its behalf shall be deemed an agent, employee, joint employee or servant of VILLAGE. Neither VILLAGE nor CONSULTANT shall have any right to act on behalf of or bind the other party for any purpose. CONSULTANT represents that all employees utilized by CONSULTANT are fully trained. CONSULTANT understands that no training other than the use of the payroll application will be provided by the VILLAGE. In performing its obligations pursuant to this Contract, CONSULTANT will do nothing that could adversely affect the goodwill or reputation of the VILLAGE.

**SECTION 6: INDEMNIFICATION AND INSURANCE:** The CONSULTANT shall indemnify, defend 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 CONSULTANT, 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 CONSULTANT, 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 CONSULTANT 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 CONSULTANT 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 consultant 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 CONSULTANT in compliance with the CONTRACT DOCUMENTS.

**SECTION 7: COMPLIANCE WITH LAWS:** CONSULTANT agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as follows: CONSULTANT hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the CONSULTANT and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The CONSULTANT 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. CONSULTANT and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. CONSULTANT and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

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

**SECTION 8: NOTICE:** Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

**To the VILLAGE:**

Denise Domalewski  
Purchasing & 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@orlandpark.org](mailto:ddomalewski@orlandpark.org)

**To the CONSULTANT:**

Dan LeTourneau  
President/Principle  
LT Contractual Risk Solutions, Inc.  
1443 Cascade Lane  
Barrington, Illinois 60010  
Telephone: 630-846-8862  
Facsimile: n/a  
e-mail: [ltcrs2019@gmail.com](mailto:ltcrs2019@gmail.com)

William Crimmins  
President  
Titan Safety Management, Inc.  
2360 Palmer Ranch Drive  
New Lenox, Illinois 60451  
Telephone: 815-405-8448  
e-mail: [bcrimmins@titan-risk.com](mailto:bcrimmins@titan-risk.com)

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

**SECTION 9: STANDARD OF SERVICE:** Services shall be rendered to the professional standards applicable to the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONSULTANT's personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the CONSULTANT shall replace any incompetent, abusive or disorderly person in its employ.

**SECTION 10: PAYMENTS TO OTHER PARTIES:** The CONSULTANT shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

**SECTION 11: COMPANY PROPERTY:** Upon expiration of this Contract or termination for any reason, CONSULTANT will forthwith deliver and assign to the VILLAGE all the results performed by CONSULTANT pursuant to this Contract including but not limited to all documents, records, notebooks and repositories of or containing secret, confidential or proprietary information concerning the VILLAGE or its business affairs or products, including all copies thereof in the CONSULTANT's possession, whether prepared by the CONSULTANT or others, and all other property of the VILLAGE in the CONSULTANT's possession, including keys and access or security cards providing access to VILLAGE facilities or equipment. In the absence of permission by the VILLAGE, the CONSULTANT will not at any time during the term or after termination of this Contract reveal, divulge or make known to any person outside the VILLAGE's business organization, or use for the CONSULTANT's own account, any secret, confidential or proprietary information concerning the VILLAGE or its business, affairs or products (whether or not developed in whole or in part by the CONSULTANT's efforts). The CONSULTANT will at no time, either during the term or after termination of this Contract, make any use of any such information except for the benefit of the VILLAGE.

**SECTION 12: COMPLIANCE:** CONSULTANT shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

**SECTION 13: FREEDOM OF INFORMATION ACT COMPLIANCE:** The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

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

**SECTION 14: LAW AND VENUE:** The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

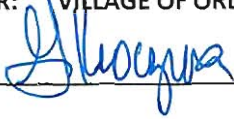
**SECTION 15: MODIFICATION:** This Contract may be modified only by a written amendment signed by both PARTIES.

**SECTION 16: 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: VILLAGE OF ORLAND PARK

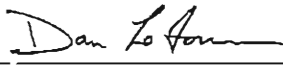
By: 

Print Name: George Koczvara

Its: Village Manager

Date: 4-22-20

FOR: LT CONTRATUAL RISK SOLUTIONS, INC.

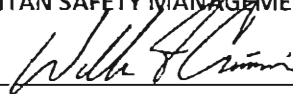
By: 

Print Name: Dan LeTourneau

Its: President/Principle

Date: April 15, 2020

FOR: TITAN SAFETY MANAGEMENT, INC

By: 

Print Name: William Crimmins

Its: President

Date: April 15, 2020



## PROFESSIONAL CONSULTING SERVICES GENERAL TERMS AND CONDITIONS

- 1. Relationship Between CONSULTANT and VILLAGE:** The CONSULTANT shall serve as the VILLAGE's professional consultant on the WORK, or phases of the WORK, to which this Contract applies. This relationship is that of a buyer and seller of professional services and as such the CONSULTANT is an independent contractor in the performance of this Contract and it is understood that the parties have not entered into any joint venture or partnership with the other. The CONSULTANT shall not be considered to be the agent of the VILLAGE. Nothing contained in this Contract shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or CONSULTANT.
- 2. Changes:** VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or consulting time schedule adjustments, and CONSULTANT and VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate any such changes. The CONSULTANT is not responsible for, and VILLAGE agrees herewith to hold CONSULTANT harmless from any and all errors which may be contained within the CONTRACT DOCUMENTS, unless such errors are the result of the work of the CONSULTANT.
- 3. Suspension of Services:** VILLAGE may, at any time, by written order to CONSULTANT (Suspension of Services Order) require CONSULTANT to stop all, or any part, of the services required by this Contract. Upon receipt of such an order, CONSULTANT shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. CONSULTANT will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.
- 4. Reuse of Documents:** All WORK documents including but not limited to reports, and opinions of probable costs furnished by CONSULTANT pursuant to this Contract are intended for use on the WORK only. They cannot be used by VILLAGE or others on extensions of the WORK or any other project. Any reuse, without specific written verification or adaptation by CONSULTANT, shall be at VILLAGE's sole risk, and VILLAGE shall indemnify and hold harmless CONSULTANT from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by VILLAGE and CONSULTANT.
- 5. Successors and Assigns:** The terms of this Contract shall be binding upon and inure to the benefit of the parties and their respective successors and authorized assigns.
- 6. Waiver of Contract Breach:** The waiver of one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Contract and shall not be construed to be a waiver of any provision, except for the particular instance.
- 7. Entire Understanding of Contract:** This Contract represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. The VILLAGE and the CONSULTANT hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Contract shall be null, void and without effect to the extent they conflict with the terms of this Contract.

**8. Amendment:** This Contract shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Contract".

**9. Severability of Invalid Provisions:** If any provision of the Contract shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Contract, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.

**10. Force Majeure:** Neither VILLAGE nor CONSULTANT shall be liable for any fault or delay caused by any contingency beyond its or their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

**11. Subcontracts:** CONSULTANT may subcontract portions of the WORK, but each subcontractor must be approved by VILLAGE in writing in advance.

**12. Designation of Authorized Representative:** Each party to this Contract shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the WORK. The persons designated shall review and respond promptly to all communications received from the other party.

**13. VILLAGE's Responsibilities:** The VILLAGE agrees to provide full information regarding requirements for and about the WORK, including a program which shall set forth the VILLAGE's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The VILLAGE shall give prompt written notice to the CONSULTANT whenever the VILLAGE observes or otherwise becomes aware of any development that affects the scope or timing of the CONSULTANT's services, or any defect or non-conformance of the work of any subcontractor.

**14. Information Provided by Others:** The CONSULTANT shall indicate to the VILLAGE the information needed for rendering of its services for the WORK. The VILLAGE shall provide to the CONSULTANT such information as is available to the VILLAGE and the VILLAGE's consultants and contractors, and the CONSULTANT shall be entitled to rely upon the accuracy and completeness thereof unless, in the exercise of his professional skill, CONSULTANT determined inaccuracies or incompleteness. The VILLAGE recognizes that it is impossible for the CONSULTANT to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the VILLAGE is providing.

**15. Terms of Payment:** CONSULTANT shall submit monthly statements for basic and additional services rendered and for reimbursable expenses incurred, based upon CONSULTANT's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. In the event the VILLAGE has not paid amounts properly due the CONSULTANT, CONSULTANT may after giving seven days written notice to VILLAGE, suspend services under this Contract until CONSULTANT has been paid in full all amounts properly due for services, expenses and charges. CONSULTANT shall have no liability whatsoever to VILLAGE for any costs or damages as a result of such suspension.

**16. Attorney's Fees:** In the event of any dispute that leads to litigation arising from or related to the services provided under this Contract, the substantially prevailing party will be entitled to recovery of all reasonable costs incurred, including court costs, attorney's fees and other related expenses.


**17. Insurance:** The CONSULTANT shall provide the VILLAGE with certificates of insurance evidencing all coverage held by the CONSULTANT, with coverage minimums and from insurance providers in compliance with VILLAGE requirements.

**18. Electronic Transmissions:** The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted by e-mail or facsimile machine, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted by e-mail or facsimile machine; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that an e-mail or facsimile transmission was used.

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

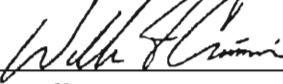
**BY SIGNATURE BELOW (WHICH MAY BE IN ELECTRONIC FORM), THE ABOVE GENERAL TERMS AND CONDITIONS ARE ACCEPTED BY THE VILLAGE AND CONSULTANT:**

**LT CONTRACTUAL RISK SOLUTIONS, INC**

By:  April 15, 2020  
Officer Date

Print Name: Dan LeTourneau

**TITAN SAFETY MANAGEMENT, INC**

By:  April 15, 2020  
Officer Date

Print Name: William Crimmins

**VILLAGE OF ORLAND PARK**

By:  4-22-20  
Village Manager Date

Print Name: George Koczwar

**PRICING GUIDE**

	<b>Task</b>	<b>Hours Required</b>	<b>Hourly Rate</b>
	<b>Risk Management Program Evaluation</b>		
Titan Safety Management	<b>Risk Management Program Assessment</b> <ul style="list-style-type: none"> <li>• Administration / Village-Wide</li> <li>• Department of Police</li> <li>• Department of Public Works / Department of Parks &amp; Grounds</li> <li>• Department of Recreation</li> </ul>	<u>20</u>	\$ <u>125</u>
Titan Safety Management	<b>Regulatory Compliance Evaluation</b> <ul style="list-style-type: none"> <li>• Administration / Village-Wide</li> <li>• Department of Police</li> <li>• Department of Public Works / Department of Parks &amp; Grounds</li> <li>• Department of Recreation</li> </ul>	<u>12- 16</u>	\$ <u>125</u>
Titan Safety Management	<b>Premise Hazard Survey (PHS)</b> <ul style="list-style-type: none"> <li>• Village Owned and operated facilities</li> <li>• Property scheduled review for higher risk locations</li> </ul>	<u>12</u>	\$ <u>125</u>
	<b>Claims Trend Analysis</b>		
LT Contractual Risk Solutions	<b>Review Departmental Summary Loss Runs</b> <ul style="list-style-type: none"> <li>• Request five-year claim runs from 3rd party claims administrator in MS Excel</li> <li>• General/Public Officials Liability, Auto, Workers' Compensation, First Party Property/Inland Marine</li> <li>• Review claim frequency by department to identify adverse loss patterns/trends (if applicable)</li> <li>• Review claim severity by department to identify adverse loss patterns</li> </ul>	<u>8</u>	\$ <u>125</u>
LT Contractual Risk Solutions	<b>Develop a list of recommendation to reduce/mitigate any adverse loss patterns identified</b>	<u>4</u>	\$ <u>125</u>

**PRICING GUIDE**

<b>Injury &amp; Illness Prevention Program</b>			
Titan Safety Management	<b>Review &amp; Enhance Injury/Illness Program</b> <ul style="list-style-type: none"> <li>Develop specific loss prevention recommendations from Risk Management Program Assessment (RMPA)</li> <li>Develop annual loss prevention goals &amp; objectives for village departments</li> <li>Assist in establishing a Village Incident Review Board</li> <li>Develop &amp; implement near-miss reporting program</li> </ul>	<u>16</u>	\$ <u>125</u> <i>DA/WC</i>

	<b>Task</b>	<b>Hours Required</b>	<b>Hourly Rate</b>
	<b>Staff Risk Management Committee</b>		
LT Contractual Risk Solutions	<b>Develop Committee Structure &amp; Operational Guidelines</b>	<u>1</u> (# days required)	\$ <u>125</u>
LT Contractual Risk Solutions	<b>Coordination of Risk Management Committee</b> <ul style="list-style-type: none"> <li>Identify potential committee agenda items</li> <li>Provide Accident Investigation &amp; Root Cause Analysis Training to members</li> <li>Incorporate Incident Review Board</li> <li>Review monthly claims activity</li> <li>Review monthly safety activities &amp; training</li> <li>Monitor progress towards risk management goals &amp; objectives</li> </ul>	<u>12</u> (# hours required per meeting)	\$ <u>125</u>
	<b>Special Events Programming</b>		
LT Contractual Risk Solutions	<b>Review Special Events Policies/Requirements</b> <ul style="list-style-type: none"> <li>Facility Use/Rental agreement review</li> <li>Contractual use agreements</li> <li>Review emergency plans</li> <li>Review event planning process</li> </ul>	<u>12</u>	\$ <u>125</u>
	<b>Contractual Risk Management</b>		
LT Contractual Risk Solutions	<b>Review/Develop Contractual Risk Transfer Requirements</b> <ul style="list-style-type: none"> <li>Review required contractor insurance provisions</li> <li>Review required contractor indemnity requirements</li> <li>Develop review procedure to ensure full third-party compliance</li> </ul>	<u>16</u>	\$ <u>125</u>

**PRICING GUIDE**

LT Contractual Risk Solutions	<b>Monthly Contractual Risk Transfer Full Compliance Service</b> <ul style="list-style-type: none"> <li>Collaborate with Corporate Counsel, engineers, architects in development of contractual insurance/indemnity requirements.</li> <li>Manage the process with 3rd party providers to ensure full contractual risk transfer for all village contracts specials events</li> </ul>	N/A	\$ <u>1,000</u> (Monthly Fee) Includes full compliance with all projects and contracts
<b>Safety Training &amp; Consultation</b>			
Titan Safety Management	<b>Development of Annual Safety Training Plan</b> <ul style="list-style-type: none"> <li>Conduct annual needs analysis to identify training needs based on exposures, claims analysis and past work practices</li> <li>Focus on OSHA and Loss Prevention Training</li> <li>Provide Training Materials, Quizzes, and Evaluations</li> <li>Presentations Based on Exposure</li> </ul>	<u>8</u>	\$ <u>125</u>
	<b>Task</b>	<b>Hours Required</b>	<b>Hourly Rate</b>
Titan Safety Management	<b>Implement Training</b> <ul style="list-style-type: none"> <li>Establish an annual training schedule (Monthly)</li> <li>Educate staff on applicable safety regulations and best practices</li> <li>Provide training materials, quizzes, and evaluations</li> <li>Provide toolbox talks and related quizzes</li> </ul>	N/A	\$ <u>125</u>
LT Contractual Risk Solutions & Titan Safety Management (Approx. 50/50)	<b>Consultation</b> <ul style="list-style-type: none"> <li>Assist with monitoring IIPP program implementation</li> <li>Provide guidance on hazards and work practices</li> <li>Support management in safety initiatives</li> </ul>	N/A	\$ <u>125</u>
	<b>Example of Safety Training Subjects:</b> <b>Accident Investigation, Root Cause Analysis, Material Handling/Lifting, Fall Protection, Trench/Excavation, Blood Borne Pathogens, Electrical Safety, Hazard Communications, Ergonomics, Hazard Awareness, Arc Flash, Contractual Risk Transfer, Defensive Driving, Fork Lift Training, etc.</b>		
LT Contractual Risk Solutions & Titan Safety	<b>Additional consultation provided outside of the proposed services</b>	N/A	\$ <u>125</u>



**ORLAND PARK**  
**RFP #20-009**

**PRICING GUIDE**

Management (Approx. 50/50)			
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**ORLAND PARK**

**PROPOSAL SUMMARY SHEET**

**RFP 20-009**

**PUBLIC ENTITY RISK MANAGEMENT AND LOSS CONTROL  
CONSULTING SERVICES**

IN WITNESS WHEREOF, the parties hereto have executed this proposal as of date shown below.

Organization Name: Titan Safety Management, Inc.

Street Address: 2360 Palmer Ranch Drive

City, State, Zip: New Lenox, Illinois 60451

Contact Name: William Crimmins

Phone: 815 – 405 - 8448 Fax: \_\_\_\_\_

E-Mail address: bcrimmins@titan-risk.com

Signature of Authorized Signee: 

Title: President

Date: March 11, 2020

ACCEPTANCE: This proposal is valid for ninety (90) calendar days from the date of submittal.



ORLAND PARK

CERTIFICATE OF COMPLIANCE

The undersigned William Crimmins, as President  
(Enter Name of Person Making Certification) (Enter Title of Person Making Certification)

and on behalf of Titan Safety Management, Inc., certifies that:  
(Enter Name of Business Organization)

1) **BUSINESS ORGANIZATION:**

The Proposer is authorized to do business in Illinois: Yes [X] No [ ]

Federal Employer I.D.#: 46-1609700  
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is (check one):

- Sole Proprietor
- Independent Contractor (Individual)
- Partnership
- LLC
- Corporation Illinois November 28, 2012  
(State of Incorporation) (Date of Incorporation)

2) **ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS:** Yes [X] No [ ]

The Proposer is eligible to enter into public contracts, and 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.

3) **SEXUAL HARRASSMENT POLICY:** Yes [X] No [ ]

Please be advised that 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 a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "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."

**4) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes  No**

During the performance of this Project, Proposer agrees to comply with the “Illinois Human Rights Act”, 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (I) not discriminate against any employee or applicant for employment 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; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure 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; (IV) 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; (V) 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; (VI) 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; and (VII) 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 Proposer 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 Proposer 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. Subcontract” means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer’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 Proposer or other organization and its customers. In the event of the Proposer’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 the Proposer 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.

**5) TAX CERTIFICATION:      Yes [X]   No [ ]**

Proposer is current 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.

**6) AUTHORIZATION & SIGNATURE:**

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Contractor set forth on the proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

**ACKNOWLEDGED AND AGREED TO:**

  
\_\_\_\_\_

Signature of Authorized Officer

**William Crimmins**

Name of Authorized Officer

**President**

Title

**March 11, 2020**

Date

## REFERENCES

ORGANIZATION	<u>Village of Woodridge (IRMA)</u>
ADDRESS	<u>1 Plaza Drive</u>
CITY, STATE, ZIP	<u>Woodridge, IL. 60517</u>
PHONE NUMBER	<u>(630) 719-4754</u>
CONTACT PERSON	<u>Jeff Moline</u>
DATE OF PROJECT	<u>2007 to present</u>
ORGANIZATION	<u>Village of Libertyville (IRMA)</u>
ADDRESS	<u>600 North Ave.</u>
CITY, STATE, ZIP	<u>Libertyville, IL. 60048</u>
PHONE NUMBER	<u>(847) 247-5432</u>
CONTACT PERSON	<u>Laura Ditanto</u>
DATE OF PROJECT	<u>2007 to present</u>
ORGANIZATION	<u>City of Wheaton</u>
ADDRESS	<u>821 W. Liberty Drive</u>
CITY, STATE, ZIP	<u>Wheaton, IL. 60178</u>
PHONE NUMBER	<u>(630) 719-4754</u>
CONTACT PERSON	<u>Susan Wallace</u>
DATE OF PROJECT	<u>2014 to present</u>

**REFERENCES**

ORGANIZATION Village of Barrington (IRMA)

ADDRESS 300 North Raymond Ave.

CITY, STATE, ZIP Barrington, IL. 60010

PHONE NUMBER (847) 381-7903

CONTACT PERSON Ralph Kuhlman

DATE OF PROJECT 2007 to present

ORGANIZATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

DATE OF PROJECT \_\_\_\_\_

ORGANIZATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

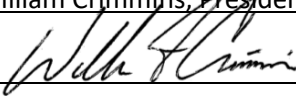
CITY, STATE, ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

DATE OF PROJECT \_\_\_\_\_

Proposer's Name & Title: William Crimmins, President

Signature and Date: 



**ORLAND PARK**

**PROPOSAL SUMMARY SHEET**

**RFP 20-009**

**PUBLIC ENTITY RISK MANAGEMENT AND LOSS CONTROL  
CONSULTING SERVICES**

IN WITNESS WHEREOF, the parties hereto have executed this proposal as of date shown below.

Organization Name: LT Contractual Risk Solutions, Inc.

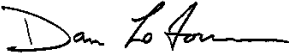
Street Address: 1443 Cascade Lane

City, State, Zip: Barrington, IL. 60010

Contact Name: Dan LeTourneau

Phone: (630)846-8862 Fax: N/A

E-Mail address: ltcrs2019@gmail.com

Signature of Authorized Signee: 

Title: President/Principal

Date: March 11, 2020

ACCEPTANCE: This proposal is valid for ninety (90) calendar days from the date of submittal.



# ORLAND PARK

## CERTIFICATE OF COMPLIANCE

The undersigned Dan LeTourneau, as President/Principal  
(Enter Name of Person Making Certification) (Enter Title of Person Making Certification)

and on behalf of LT Contractual Risk Solutions, Inc. certifies that:  
(Enter Name of Business Organization)

**1) BUSINESS ORGANIZATION:**

The Proposer is authorized to do business in Illinois: Yes [X] No [ ]

Federal Employer I.D.#: 84-4386940  
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is (check one):

- Sole Proprietor
- Independent Contractor (Individual)
- Partnership
- LLC
- Corporation Illinois January 22, 2020  
(State of Incorporation) (Date of Incorporation)

**2) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes [X] No [ ]**

The Proposer is eligible to enter into public contracts, and 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.

**3) SEXUAL HARRASSMENT POLICY: Yes [X] No [ ]**

Please be advised that 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 a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "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."



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Proposer shall: (I) not discriminate against any employee or applicant for employment 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; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure 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; (IV) 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; (V) 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; (VI) 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; and (VII) 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 Proposer 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 Proposer 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. Subcontract” means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer’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 Proposer or other organization and its customers. In the event of the Proposer’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 the Proposer 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.

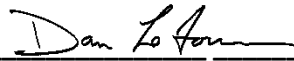
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**6) AUTHORIZATION & SIGNATURE:**

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Contractor set forth on the proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

**ACKNOWLEDGED AND AGREED TO:**



\_\_\_\_\_  
Signature of Authorized Officer

**Dan LeTourneau**

\_\_\_\_\_  
Name of Authorized Officer

**President/Principal**

\_\_\_\_\_  
Title

**March 11, 2020**

\_\_\_\_\_  
Date

## REFERENCES

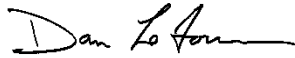
ORGANIZATION	<u>Village of Palos Park</u>
ADDRESS	<u>8999 W. 123<sup>rd</sup> St.</u>
CITY, STATE, ZIP	<u>Palos Park, IL. 60464</u>
PHONE NUMBER	<u>(708) 671-3700</u>
CONTACT PERSON	<u>Rick Boehm, Village Administrator</u>
DATE OF PROJECT(s)	<u>2009 to 2019</u>
ORGANIZATION	<u>Village of Libertyville</u>
ADDRESS	<u>118 W. Cook Street</u>
CITY, STATE, ZIP	<u>Libertyville, IL. 60048</u>
PHONE NUMBER	<u>(847) 362-2430</u>
CONTACT PERSON	<u>Kelly Amidai, Village Administrator</u>
DATE OF PROJECT(s)	<u>2003 to 2019</u>
ORGANIZATION	<u>Village of Park Forest</u>
ADDRESS	<u>350 Victory Drive</u>
CITY, STATE, ZIP	<u>Park Forest, IL. 60466</u>
PHONE NUMBER	<u>(630) 719-4754</u>
CONTACT PERSON	<u>Tom Mick, Village Manager</u>
DATE OF PROJECT(s)	<u>2005 to 2019</u>

## REFERENCES

ORGANIZATION Village of Western Springs  
ADDRESS 740 Hillgrove Ave.  
CITY, STATE, ZIP Western Springs, IL. 60558  
PHONE NUMBER (708) 246-1800 ext.125  
CONTACT PERSON Ingrid Velkme, Village Manager  
DATE OF PROJECT(s) 2007 to 2019

ORGANIZATION Village of Woodridge  
ADDRESS 1 Plaza Drive  
CITY, STATE, ZIP Woodridge, IL. 60517  
PHONE NUMBER (630) 719-4753  
CONTACT PERSON Chris Bethel, Director of Public Works  
DATE OF PROJECT(s) 2000 to 2019

ORGANIZATION City of Lake Forest  
ADDRESS 800 N. Field Dr.  
CITY, STATE, ZIP Lake Forest, IL. 60045  
PHONE NUMBER (847) 810-3503  
CONTACT PERSON DeSha Kalmar, Director of Human Resources  
DATE OF PROJECT(s) 1998 to 2019

Proposer's Name & Title: Dan LeTourneau, President/Principal  
Signature and Date:  3/11/20



# ORLAND PARK

## INSURANCE REQUIREMENTS

### WORKERS COMPENSATION & EMPLOYER LIABILITY

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

Waiver of Subrogation in favor of the Village of Orland Park

### AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

### GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence \$2,000,000 – General Aggregate Limit  
\$1,000,000 – Personal & Advertising Injury

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

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

### EXCESS LIABILITY (Umbrella-Follow Form Policy)

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

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

### ERRORS & OMISSIONS/PROFESSIONAL LIABILITY

\$1,000,000 - Each Occurrence

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

Proposer agrees that prior to any commencement of work to 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 contractor.

ACCEPTED & AGREED THIS 11<sup>th</sup> DAY OF March, 2020

Signature

Authorized to execute agreements for:

William Crimmins, President

Printed Name & Title

Titan Safety Management, Inc.

Name of Company





# ORLAND PARK

## INSURANCE REQUIREMENTS

### **WORKERS COMPENSATION & EMPLOYER LIABILITY**

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

Waiver of Subrogation in favor of the Village of Orland Park

### **AUTOMOBILE LIABILITY**

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

### **GENERAL LIABILITY (Occurrence basis)**

\$1,000,000 – Each Occurrence \$2,000,000 – General Aggregate Limit  
\$1,000,000 – Personal & Advertising Injury

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

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

### **EXCESS LIABILITY (Umbrella-Follow Form Policy)**

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

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

### **ERRORS & OMISSIONS/PROFESSIONAL LIABILITY**

\$1,000,000 - Each Occurrence

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

Proposer agrees that prior to any commencement of work to 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 contractor.

The team of LT Contractual Risk Solutions & Titan Safety Management will meet all requirements stated above the coverage. LT Contractual Risk Solutions will be performing the Risk Management Consulting aspect of the proposal and providing Errors & Omissions and general liability coverage.

ACCEPTED & AGREED THIS 11<sup>th</sup> DAY OF March, 2020

Signature

Authorized to execute agreements for:

Dan LeTourneau, President

LT Contractual Risk Solutions Inc.

Printed Name & Title

Name of Company

# CERTIFICATE OF LIABILITY INSURANCE

American Family Insurance Company   
 American Family Mutual Insurance Company, S.I. if selection box is not checked.  
 6000 American Pky Madison, Wisconsin 53783-0001

Insured's Name and Address  
 Daniel LeTourneau  
 1443 Cascade Ln  
 Barrington, IL 60010

Agent's Name, Address and Phone Number (Agt./Dist.)  
 Mark Mostardo Agency Inc  
 100 Higgins Rd Ste 200  
 Park Ridge, IL 60068  
 (847) 825-8300 (120/815)

**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 listed below.**

COVERAGES				
This is to certify that 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.				
TYPE OF INSURANCE	POLICY NUMBER	POLICY DATE		LIMITS OF LIABILITY
		EFFECTIVE (Mo, Day, Yr)	EXPIRATION (Mo, Day, Yr)	
Homeowners/ Mobilehomeowners Liability				Bodily Injury and Property Damage Each Occurrence \$ ,000
Boatowners Liability				Bodily Injury and Property Damage Each Occurrence \$ ,000
Personal Umbrella Liability	12U7-5461-01	05/08/2020	05/08/2021	Bodily Injury and Property Damage Each Occurrence \$ 1,000,000
Farm/Ranch Liability				Farm Liability & Personal Liability Each Occurrence \$ ,000
				Farm Employer's Liability Each Occurrence \$ ,000
Workers Compensation and Employers Liability †				Statutory *****
				Each Accident \$ ,000
				Disease - Each Employee \$ ,000
				Disease - Policy Limit \$ ,000
General Liability <input type="checkbox"/> Commercial General Liability (occurrence) <input type="checkbox"/> <input type="checkbox"/>				General Aggregate \$ ,000
				Products - Completed Operations Aggregate \$ ,000
				Personal and Advertising Injury \$ ,000
				Each Occurrence \$ ,000
				Damage to Premises Rented to You \$ ,000
				Medical Expense (Any One Person) \$ ,000
				Businessowners Liability
Liquor Liability				Common Cause Limit \$ ,000
				Aggregate Limit \$ ,000
Automobile Liability <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Auto <input type="checkbox"/> Nonowned Autos <input checked="" type="checkbox"/> Family Auto	4104-480338-83	05/08/2020	05/08/2021	Bodily Injury - Each Person \$ 250,000
				Bodily Injury - Each Accident \$ 500,000
				Property Damage \$ 100,000
				Bodily Injury and Property Damage Combined \$ ,000
Excess Liability <input type="checkbox"/> Commercial Blanket Excess <input type="checkbox"/>				Each Occurrence/Aggregate \$ ,000
<b>Other (Miscellaneous Coverages)</b>				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL ITEMS				
2018 Bmw 340 Xi 4d 4wd, VIN: WBA8B7G59JNU95212 Village of Orland Park, 14700 S Ravinia Ave, Orland Park, IL 60462-3134, Additional Interest				† The individual or partners <input type="checkbox"/> Have shown as insured elected to be covered under this policy. <input type="checkbox"/> Have not †† Products-Completed Operations aggregate is equal to each occurrence limit and is included in policy aggregate
<b>CERTIFICATE HOLDER'S NAME AND ADDRESS</b>			<b>CANCELLATION</b>	
Village of Orland Park 14700 S Ravinia Ave Orland Park, IL 60462-3134			<input type="checkbox"/> Should any of the above described policies be cancelled before the expiration date thereof, the company will endeavor to mail *(        days) written notice to the Certificate Holder named, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives. *10 days unless different number of days shown.	
			<input checked="" type="checkbox"/> This certifies coverage on the date of issue only. The above described policies are subject to cancellation in conformity with their terms and by the laws of the state of issue.	
			DATE ISSUED 04/17/2020	AUTHORIZED REPRESENTATIVE Mark A Mostardo





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/17/2020

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

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

<b>PRODUCER</b> Victor Insurance Managers Inc. 3100 Wilcrest Dr., Ste 200 Houston, TX 77042	<b>CONTACT NAME:</b> Heena Patel <b>PHONE (A/C No. Ext):</b> 713-787-2424 <b>E-MAIL ADDRESS:</b> heena.patel@victorinsurance.com	<b>FAX (A/C, No):</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> LT Contractual Risk Solutions, Inc 1443 Cascade Ln. Barrington, IL 60010-5183	<b>INSURER A:</b> Hiscox Insurance Company Inc.		10200
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		MPL4375062.20	03/01/2020	03/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGED TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Errors & Omissions Liability Claims Made	X		MPL4375062.20	03/01/2020	03/01/2021	Each Claim 1,000,000

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

Risk management consulting

**CERTIFICATE HOLDER**

Village of Orland Park, its officials, and employees as additional insureds.

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

*Heena Patel*

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