
THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**RESOLUTION
NO. 2020-R-080**

**A RESOLUTION APPROVING AN AGREEMENT WITH ROBINSON ENGINEERING LTD.,
FOR COMMUNITY RATING SYSTEM (CRS) ADMINISTRATION –
2020 CYCLE VERIFICATION**

**JACOB C. VANDENBERG, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK**

**CYNTHIA A. BERG
WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
MICHAEL W. GLOTZ
MICHAEL G. MUELLER
Board of Trustees**

RESOLUTION NO. 2020-R-080

**A RESOLUTION APPROVING AN AGREEMENT WITH ROBINSON ENGINEERING LTD.,
FOR COMMUNITY RATING SYSTEM (CRS) ADMINISTRATION –
2020 CYCLE VERIFICATION**

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with Robinson Engineering Ltd., a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Agreement be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**, subject to review and revision as to form by the Village Attorney.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Agreement.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

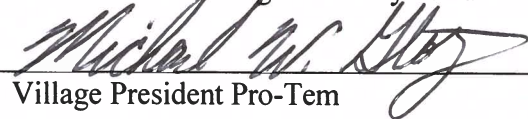
ADOPTED this 18th day of August, 2020, by the Corporate Authorities of the Village of Tinley Park
on a roll call vote as follows:

AYES: Berg, Brady, Brenan, Galante, Glotz, Mueller

NAYS: None

ABSENT: None

APPROVED this 18th day of August, 2020, by the President of the Village of Tinley Park.



Village President Pro-Tem

ATTEST:



Village Clerk

EXHIBIT 1

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-R-080, “**A RESOLUTION APPROVING AN AGREEMENT WITH ROBINSON ENGINEERING LTD., FOR COMMUNITY RATING SYSTEM (CRS) ADMINISTRATION – 2020 CYCLE VERIFICATION,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on August 18, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th, day of August, 2020.



KRISTIN A. THIRION, VILLAGE CLERK



July 27, 2020

Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL 60477

Attn: Mr. Colby Zemaitis, PE, CFM
Village Engineer

**RE: Professional Services for Community Rating System (CRS) Administration - 2020 Cycle Verification
REL#20-R0499**

Dear Mr. Zemaitis:

Robinson Engineering, Ltd. (Robinson) appreciates the opportunity to serve the Village of Tinley Park in various aspects of stormwater and floodplain management, and as requested, we are submitting this proposal to assist Village Staff with the management and administration of the Village's Community Rating System (CRS) activities, documentation, and administration through the 2020 Cycle Verification. We have reviewed the Village's previous verification cycle records and understand that the Village is currently rated as a CRS Class 7 community, which means that flood insurance policyholders with property in the Special Flood Hazard Area receive a 15% discount on their flood insurance premiums. It is our understanding that the Village wishes to maintain this Class 7 rating and would like to work towards obtaining additional points to ensure the Class 7 rating is secured.

The CRS is a national program developed by FEMA to incentivize and reward communities that go above and beyond the minimum flood protection regulations required by participation in the National Flood Insurance Program (NFIP). A Cycle Verification visit occurs once every five years and includes a detailed review of the Village's entire CRS program. Per correspondence with personnel from the Insurance Services Office (ISO), FEMA's CRS management contractor, the Village is due for a Cycle Verification in 2020. This verification includes a visit with the assigned ISO Specialist, which has been scheduled for September 8, 2020. Prior to this visit, the existing CRS application and paperwork needs to be collected and updated per the current NFIP-CRS Coordinator's Manual (2017). At this visit, the ISO Specialist will review the Village's entire CRS program. ISO will then complete their review and provide an updated score and Class rating for the Village.

REL has a highly qualified team of professionals who will be dedicated and fully accessible throughout the verification process to ensure that the required activities are completed within our office, by Village Staff or by the Village's GIS consultant. Our team will be directed by Melanie K. Arnold, PE, who is currently providing CRS-related services for other communities.

The following page includes a list of tasks and program areas for REL to administrate the CRS activities. This list is based on the program areas for which the Village has earned points in the program in the past. Please note that our work does not include any GIS services; it is our understanding that we will be coordinating the creation of required exhibits and maps with the Village GIS consultant. Future annual re-certifications beyond the 2020 CRS Verification Cycle are not included in this proposal, but we would gladly provide these services in the future (the next re-certification will likely be in 2021).

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Tasks:

200 Series – Procedures

Verification Form and Program Data Table

300 Series – Public Information Activities

Elevation Certificates, Map Information Services, Outreach Projects, Hazard Disclosure, Flood Protection Information, Flood Insurance Promotion

400 Series – Mapping & Regulations (Coordination with Village's Consultant Only)

Floodplain Mapping, Open Space Preservation, Higher Regulatory Standards, Flood Data Maintenance, Stormwater Management

500 Series – Flood Damage Reduction Activities

Limited to research and evaluation for potential additional credits

Project Coordination & Administration

Including meetings with Village Staff & ISO

Our fee for the efforts described above is anticipated to not exceed \$15,000 for the duration of the 2020 Cycle Verification process. We will bill monthly at our standard hourly rates.

We have attached a copy of our Standard Terms and Conditions to this letter. Please sign and date this proposal along with the attached Standard Terms and Conditions as authorization to proceed. We thank you for the opportunity to serve the Village of Tinley Park on this important effort of good floodplain management.

Very truly yours,

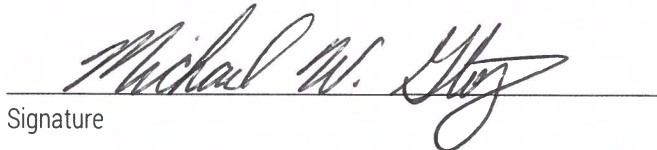
ROBINSON ENGINEERING, LTD.



Van Calombaris, PE
Vice President

ACCEPTED THIS 18th DAY OF August 2020:

VILLAGE OF TINLEY PARK, IL:


Signature

Michael W. Glotz, Village President Pro-Tem
Printed Name, Title

ROBINSON ENGINEERING, LTD ("REL")
STANDARD TERMS AND CONDITIONS

CONTRACT – These Standard Terms and Conditions may be amended, added to, superseded, or waived only if both REL and Client specifically agree in writing to any amendment of these Terms and Conditions ("Agreement").

STANDARD OF CARE - The standard of care for all professional engineering, survey or related professional services performed or furnished by REL under this Agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality. REL makes no warranties, express or implied, under this Agreement or otherwise, in connection with REL's services on this Project.

RELIANCE – REL may, without liability, rely on the accuracy and completeness of information provided by Client, Client's consultants and any contractors, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards without the need for verification.

CHANGES IN SCOPE –The proposed fees constitute REL's estimate to perform the services required to complete the Project. However, all required services are not always definable in the initial planning. Accordingly, circumstances may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated, an equitable adjustment shall be made to REL's compensation and agreed to in writing by REL and Client.

DELAYS – REL shall complete its obligations within a reasonable time. If, through no fault of REL, such periods of time or dates are changed, or the orderly and continuous progress of REL's services is impaired, or REL's services are delayed or suspended, then the time for completion of REL's services, and the rates and amounts of REL's compensation, shall be adjusted equitably.

SUSPENSION & TERMINATION – Client may suspend the Project upon seven (7) days written notice to REL. If REL's services are substantially delayed through no fault of REL, REL may suspend services after giving seven (7) days written notice to Client. Either party may terminate this agreement upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Client shall remain liable for, and shall promptly pay REL for all services rendered to the date of such suspension/termination of services plus suspension/termination charges incurred by REL. Suspension/termination charges include the cost of assembling documents, personnel and equipment rescheduling or reassignment, and commitments made to others on Client's behalf.

OPINION OF PROBABLE COSTS - REL's opinions of probable Construction Cost are to be made on the basis of REL's experience and qualifications and represent REL's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since REL has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, REL cannot and does not guarantee that proposals, bids, or actual Construction Cost shall not vary from opinions of probable Construction Cost prepared by REL.

REUSE OF PROJECT DELIVERABLES - All design documents prepared or furnished by REL are instruments of service, and REL retains all ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall not rely in any way on any Document unless it is in printed form, signed and sealed by REL or one of its Consultants.

RIGHT OF ENTRY – Client agrees to obtain legal right-of-entry on the property when entry to property is required by the work of this Agreement.

ENVIRONMENTAL CONDITIONS OF SITE - REL's scope of services does not include any services related to any environmental issues related to the site including petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, or regulated by any Federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.

RELATIONSHIP WITH CONTRACTORS – REL shall not at any time supervise, direct, or have control over any contractor's work, nor shall REL have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, nor for safety precautions and programs in connection with the contractors' work, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work. REL neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work. REL shall have no authority to stop the work of any contractor on the Project.

LIMITATION OF LIABILITY – REL's total liability to Client for any and all claims for damages whatsoever, arising out of or in any way related to the Project or this Agreement, from any cause or causes, including but not limited to REL's negligence, errors, omissions, strict liability, or breach of contract, shall be limited as follows: REL's total liability shall not exceed the lesser of (1) \$1,000,000 (one million dollars) or (2) the remaining limits of any policy of insurance which provides coverage for the Client's cause or causes of action, such remaining limits to be measured as of the date judgment is entered against REL or the date when Client and REL otherwise settle/resolve the cause or causes of action.

INSURANCE – REL shall maintain insurance coverage for Professional, Commercial General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with any legal requirements and REL's business requirements. Certificates of Insurance shall be provided by REL upon written request.

MUTUAL WAIVER – To the fullest extent permitted by law, Client and REL waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

GOVERNING LAW, JURISDICTION & VENUE – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

NON-ENFORCEMENT – A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ASSIGNMENT – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

SURVIVAL – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

THIRD PARTIES - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or REL to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of Client and REL and not for the benefit of any other party.

SEVERABILITY - Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and REL, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

STATUTE OF LIMITATIONS – to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence to run, no later than the date of Substantial Completion of this Agreement.

CONFLICTS - If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.