

VILLAGE OF BUFFALO GROVE

Fifty Raupp Blvd
Buffalo Grove, IL 60089-2196
Phone 847-459-2500
Fax 847-459-0332



April 10, 2019

RE: Request for Proposals (RFP) for Village of Buffalo Grove Comprehensive Plan

Dear Firm/Consultant:

The Village of Buffalo Grove, IL invites you to submit a proposal to develop a comprehensive plan for the community. Located 35 miles northwest of Chicago, the Village of Buffalo Grove is a home-rule municipality covering more than 9.25 square miles in both Cook and Lake Counties. The Village currently has a population of approximately 42,000 and a median household income of \$101,376.

Buffalo Grove residents enjoy nationally-ranked public schools, expansive open spaces, and other important amenities. This high standard is reflected in numerous awards including the "46th Best Place to Live in the US" by *Money Magazine*. The Village also has a distinctive local economy with an employment base of 20,000 workers and 10 million square feet of commercial and industrial space. Buffalo Grove's advanced manufacturing centers, which include high-profile firms such as Siemens Industry Inc. and Flextronics, International Ltd., are the community's economic engine.

The Village is seeking a consultant team to help establish a vision for the future of the community and provide a roadmap as to how to achieve that vision over 15 to 20 years. Such a plan is particularly timely as Buffalo Grove has experienced a resurgence of growth over the past few years with over 575,000 square feet of new commercial and industrial development and more than 200 new residential units. The Village's current Comprehensive Plan (2009) does not reflect the current realities, challenges, complexities, and opportunities facing the Village. A new plan that clearly articulates the desired vision of our community will help Buffalo Grove in its decision-making process.

Sealed Proposals for Buffalo Grove's new Comprehensive Plan are invited and will be received by the Village of Buffalo Grove (hereinafter referred to as The Village) at 50 Raupp Boulevard (attn: Office of the Village Clerk), Buffalo Grove, Illinois 60089 on or before, but not later than 10:00 A.M. Local Time on **Tuesday May 21, 2019**. Additional information can be found on the attached RFP or at www.vbg.org.

On behalf of the Village of Buffalo Grove, we appreciate your interest and effort in providing a proposal for consideration for this important initiative.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Stilling".

Christopher Stilling, AICP
Director of Community Development
Village of Buffalo Grove



Village of Buffalo Grove

Comprehensive Plan

Request for Proposals and Contract Documents

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REQUEST FOR PROPOSALS

Comprehensive Plan

RECEIPT OF PROPOSALS

Sealed Proposals for the Village of Buffalo Grove the new Comprehensive Plan are invited and will be received by the Village of Buffalo Grove (hereinafter referred to as The Village) at 50 Raupp Boulevard (attn: Office of the Village Clerk), Buffalo Grove, Illinois 60089 on or before, but not later than 10:00 A.M. Local Time on **Tuesday May 21, 2019**. Proposals will not be publically opened. Each Consultant shall be required to submit copies of their respective response documents, in a sealed envelope or box, as detailed on page 4, Instructions to Consultants.

PROJECT OVERVIEW

The Village of Buffalo Grove is seeking a new Comprehensive Plan that would establish a vision for the future of the community and provide a roadmap as to how to achieve that vision over 15 to 20 years. In addition to providing a well-defined framework for the community's development and investment goals, the Plan should explore changing community trends, identify emerging challenges, and promote new opportunities.

QUESTIONS

All comments or concerns regarding this Request for Proposals ("RFP") shall be addressed to the Village of Buffalo Grove Purchasing Manager via email at BGfinance@vbg.org. All such e-mails must contain "Comprehensive Plan" in the subject line of the e-mail. This will allow for responses to go to all Consultants in the event that the question has a pertinent relevance to all those involved. All questions must be received by **Tuesday, April 23, 2019 at 1:30 p.m.** Central Standard Time.

For information on how to receive a copy of the Request for Proposals Package and any addenda contact the Office of the Purchasing Manager at 847-459-2500 or visit the Village of Buffalo Grove procurement website at <https://www.vbg.org/bids>

HOLDING OF PROPOSALS

No Proposal shall be withdrawn after **Tuesday May 21, 2019 at 10:00 AM** without the consent of the Village, for a period of ninety (90) calendar days.

QUALIFICATION OF CONSULTANTS

It is the intention of the Village to award a contract only to the Consultant who furnishes satisfactory evidence that they have the requisite qualifications and ability and that they have sufficient capital and facilities to enable them to complete the work successfully and promptly, and to complete the work within the time named in the Contract Documents.

The Village may make such investigations as it deems necessary to determine the qualifications and ability of the Consultant to perform the work, and the Consultants shall furnish to the Village all the information and data for this purpose as the Village may request. The Village reserves the right to reject any and all Proposals if the evidence submitted by, or investigation of such Consultant fails to satisfy the Village's expectations.

RESERVATION OF RIGHTS

The Village reserves the right to accept the Consultant's submission that is, in its judgment, the best and most favorable to the interests of the Village and the public; to reject the low Price Submittal; to accept any item in the Consultant's submittal or a portion thereof; to reject any and all submissions; to accept and incorporate corrections, clarifications or modifications following the opening of the Consultant's submission when to do so would not, in the Village's opinion, prejudice the procurement process or create any improper advantage to any Consultant; and to waive irregularities and informalities in the procurement process or in any submission; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and the Consultant should not rely upon, or anticipate, such waivers in submitting their submissions. The enforcement of this Reservation of Rights by the Village shall not be considered an alteration of the Proposal.

INSTRUCTIONS TO CONSULTANTS

1. Response documents should consist of two separate sealed submittals as described below. Each Consultant shall be required to submit one original, two hard copies, and a PDF copy on a CD of:
 - a) The Proposal Packet consisting of Public Contract Statements on page 6, Proposal Response Documents as detailed on pages 19-21, and Profile and Proposals Form on pages 22-23. Proposal Packets shall be marked or endorsed:

VoBG-2019-02 Proposals for Village of Buffalo Grove, Illinois Comprehensive Plan

- b) A signed copy of the Schedule of Prices on pages 7-9. Sealed envelopes or packages containing prices shall be marked or endorsed:

VoBG-2019-02 Schedule of Prices for Village of Buffalo Grove, Illinois Comprehensive Plan

2. Public Contract Statements must be signed, notarized and submitted with the Proposal Packet.
3. The Consultant shall not under any circumstances be relieved of its liabilities and obligations. All transactions of the Village shall be with the Consultant. Subcontractors shall be recognized only in such capacity.
4. The Village reserves the right to accept the Consultant's submission that is, in their judgment, the best and most favorable to the interests of the Village and the public; to reject the low Price Submittal; to accept any item in the Consultant's submittal or a portion thereof; to reject any and all submissions; to accept and incorporate corrections, clarifications or modifications following the opening of the Consultant's submission when to do so would not, in Village's opinion, prejudice the procurement process or create any improper advantage to any Consultant; and to waive irregularities and informalities in the procurement process or in any submission; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and the Consultant should not rely upon, or anticipate, such waivers in submitting their submissions. The enforcement of this Reservation of Rights by the Village shall not be considered an alteration of the Proposal.
5. Any Consultant may be required by the Village to submit additional data to satisfy the Village that such Consultant is prepared to fulfill the Contract, if it is awarded to them.

6. Consultant shall obtain, at its own expense, all permits, insurance, and business licenses and all other licenses which may be required to complete the project and/or be required by municipal, state, and federal regulations and laws.
7. Contractor shall provide with the Proposal response at least three (3) references from work performed within the last 5 years. References provided by government entities are strongly preferred.
8. All Consultants are prohibited from making any contact with the Village President, Trustees, or any other official or employee of the Village (collectively, "Municipal Personnel") with regard to the work, other than in the manner and to the person(s) designated herein. The Village Manager of Buffalo Grove reserves the right to disqualify any Consultant that is found to have contacted Municipal Personnel in any manner with regard to the work. Additionally, if the Buffalo Grove Village Manager determines that the contact with Municipal Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be turned over to the Cook County State's Attorney for review and prosecution.

VILLAGE OF BUFFALO GROVE PUBLIC CONTRACT STATEMENTS

The Village of Buffalo Grove is required to obtain certain information in the administration and awarding of public contracts. The following Public Contract Statements shall be executed and notarized.

PUBLIC CONTRACT STATEMENTS

CERTIFICATION OF CONTRACTOR/CONSULTANT

In order to comply with 720 Illinois Compiled Statutes 5/33 E-1 et seq., the Village of Buffalo Grove requires the following certification be acknowledged:

The below-signed Consultant/contractor hereby certifies that it is not barred from Bidding or supplying any goods, services or construction let by the Village of Buffalo Grove with or without Bid, due to any violation of either Section 5/33 E-3 or 5/33 E-4 of Article 33E, Public Contracts, of the Chapter 720 of the Illinois Compiled Statutes, as amended. This act relates to interference with public contracting, Bid rigging and rotating, kickbacks, and Biding.

CERTIFICATION RELATIVE TO 65 ILCS 5/11-42.1.1

In order to comply with 65 Illinois Compiled Statutes 5/11-42.1.1, the Village of Buffalo Grove requires the following certification:

The undersigned does hereby swear and affirm that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue unless it is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax. The undersigned further understands that making a false statement herein: (1) is a Class A Misdemeanor, and (2) voids the contract and allows the Village to recover all amounts paid to it under the contract.

CONFLICT OF INTEREST

The Village of Buffalo Grove Municipal Code requires the following verification relative to conflict of interest and compliance with general ethics requirements of the Village:

The undersigned supplier hereby represents and warrants to the Village of Buffalo Grove as a term and condition of acceptance of this (Proposal or purchase order) that none of the following Village Officials is either an officer or director of supplier or owns five percent (5%) or more of the Supplier: the Village President, the members of the Village Board of Trustees, the Village Clerk, the Village Treasurer, the members of the Zoning Board of Appeals and the Plan Commission, the Village Manager and his Assistant or Assistants, or the heads of the various departments within the Village.

If the foregoing representation and warranty is inaccurate, state the name of the Village official who either is an officer or director of your business entity or owns five percent (5%) or more thereof:

(Official) _____

Print Name of Contractor/Consultant/Supplier

Signature

Title

Subscribed and Sworn to before me this _____ day of _____, 2019.

Notary Public

Notary Expiration Date

SCHEDULE OF PRICES

Comprehensive Plan

TO: THE VILLAGE OF BUFFALO GROVE, ILLINOIS

FULL NAME OF CONSULTANT: _____

MAIN BUSINESS ADDRESS: _____

PLACE OF BUSINESS: _____

The undersigned, declares that it has carefully examined the proposed work, the Contract Documents, and all other documents referred to or mentioned in the Contract Documents and it proposes and agrees, if this Proposal is accepted, that it will contract with the Village, in the form of the Contract attached, to complete the Work titled "Comprehensive Plan", and that it will take in full payment therefore the sums set forth in the following Schedule of Prices.

SCHEDULE OF PRICES

Phase I –Project Schedule Development - Kick off meetings

A Cost \$ _____

Phase II - Existing Conditions Market Assessment

B Cost \$ _____

Phase III – Future Land Use and Development Planning

C Cost \$ _____

Phase IV –Draft Recommendations

D Cost \$ _____

Phase V – Final Plan

E Cost \$ _____

Total Cost, Add Items A+B+C+D+E \$ _____

Written amount of Total Cost _____

SCHEDULE OF PRICES

COST BREAKDOWN

Scope	Percentage of Work	Cost
<u>A. Phase I.</u>		
Consultant		
Public Engagement		
Subtotal	100%	
<u>A. Phase II.</u>		
Consultant		
Public Outreach		
Market Analysis		
Subtotal	100%	
<u>A. Phase III.</u>		
Consultant		
Public Outreach		
Subtotal	100%	
<u>A. Phase IV.</u>		
Consultant		
Public Outreach		
Subtotal	100%	
<u>A. Phase V.</u>		
Consultant		
Public Outreach		
Subtotal	100%	
TOTAL COST		

This page is to be submitted on or before Tuesday May 21, 2019 at 10:00 am separate and apart from the proposal packet in a sealed envelope, failure to do so may result in the disqualification of the contractor's proposal.

SCHEDULE OF PRICES

Design Guidelines (Optional) \$_____

Each Consultant shall be required to submit one original and two hard copies of pages 7-9 in a sealed envelope or box. Consultants wishing to submit a price proposal for the optional design guideline services shall include their price proposals in the envelopes or packages referenced above. All envelopes and packages containing prices shall be marked or endorsed:

VoBG-2019-02 Schedule of Prices for Village of Buffalo Grove, Illinois
Comprehensive Plan

_____ Date	_____ Signature
_____ E-mail	_____ Printed Name
_____ Phone Number	_____ Title

This page is to be submitted on or before Tuesday May 21, 2019 **at 10:00 am** separate and apart from the proposal packet in a sealed envelope, failure to do so may result in the disqualification of the contractor's proposal.

SCOPE OF SERVICES

OVERVIEW

About Buffalo Grove

Located 35 miles northwest of Chicago, Illinois, the Village of Buffalo Grove is a home-rule municipality covering more than 9.25 square miles in both Cook and Lake Counties. Through the Tri-State Tollway (I-294), Illinois 53-290 corridors, two Metra train stations, and other transportation networks, Buffalo Grove is well connected to other communities and regions across Illinois, and the country.

The Village currently has a population of approximately 42,000 and almost half of all Buffalo Grove households earn more than \$100,000 per year. Village residents enjoy nationally-ranked public schools, expansive open spaces, access to employment centers, and other important amenities. Buffalo Grove's high quality of life influences the local residential real estate market. In 2015, Crain's Chicago Business Real Estate reported that homes in Buffalo Grove sold faster than any other community in the Chicago metropolitan area. This high standard is also reflected in numerous awards received by the Village in the recent past:

- 46th Best Place to Live in the US by Money Magazine. (The only Illinois community recognized.)
- 20th safety community in the United States and 2nd safest in Illinois.
- 7th most family-friendly community in Illinois.
- Best Chicago suburbs for young professionals.

Building upon these assets is Buffalo Grove's strong financial status. Since 2009, the Village has maintained AAA and Aaa/Aa1 bond ratings from Standard & Poor's and Moody's, respectively. These ratings, along with minimal debt, are a testament to the Village's strong fiscal management, excellent administration, and capacity for future growth.

Buffalo Grove has a distinctive local economy with an employment base of 20,000 workers and 10 million square feet of commercial and industrial space. The Village's advanced manufacturing centers, which include high-profile firms such as Siemens Industry Inc. and Flextronics, International Ltd. are the community's economic engine. Complementing these centers are commercial corridors scattered throughout Buffalo Grove. Some of the corridors have been recently developed while others are well-positioned for redevelopment.

Of particular note are the more recent developments and expansions. Since 2015, the Village has secured and approved many new commercial/industrial projects which will result in new sales tax revenue to the Village. These new developments include but are not exclusive to Woodman's Food Market (242,000 sf grocery store), Shops of Buffalo Grove (43,000 sf retail and office development), Thermflo (40,400 sf industrial and office space), and 850 Asbury (150,000 sf industrial space that includes new tenant such as Business IT Source - BITS). We have also worked with Connexion (an electrical services provider) and Schultes Precision Manufacturing as they both doubled the size of their facilities in Buffalo Grove to

100,000 sf and 110,00 sf respectively. Additional projects such as a redeveloped medical center and a redeveloped fitness center are also on the horizon.

In addition to commercial and industrial developments, new residential developments have also occurred in the Village. Since 2015, the Village has approved two townhome developments, Easton Station (15 units), and Prairie Crossing (12 units). Currently under construction is the large Link Crossing Development. Formerly a farm, this 50-acre property is currently being developed by K. Hovnanian Homes into 187 units that include both townhomes and single family detached homes.

The Village of Buffalo Grove Overview Map (Appendix B), Land Use Map (Appendix C), and Zoning Map (Appendix D), provide further information on the Village's regional context, land use, and development patterns.

PROJECT GOAL AND OBJECTIVES

The Village of Buffalo Grove is seeking a new Comprehensive Plan that would establish a vision for the future of the community and provide a roadmap as to how to achieve that vision over the next 15 to 20 years. The Village's current [Comprehensive Plan \(2009\)](#) has reached the end of its shelf life and does not sufficiently reflect the current realities, challenges, complexities, and opportunities facing the Village. A new plan that clearly articulates the desired vision of our community will help the Village in its decision-making process.

In addition to providing a well-defined framework for the community's development and investment goals, the Plan should explore changing community trends, identify emerging challenges, and promote new opportunities. In achieving these goals, the project should also fulfill other critical objectives outlined below.

Objective 1: Establish "Buffalo Grove 2040"

The project's first goal is to help Buffalo Grove establish a long-term vision for the community. What should Buffalo Grove look like in 2040? More specifically, what does the community's housing, transportation network, commercial and office development, open space look like in 20 years? What will make the community unique and special?

Once that vision is established, the comprehensive plan should provide a roadmap which details how that vision can be achieved. The roadmap should include recommendations and action steps that are mainly within the Village's purview, but can also include strategies that require the participation of local and regional partners.

Objective 2: Incorporate and Build off of Previous Plans

In establishing Buffalo Grove 2040 and developing a roadmap to achieve that vision, the comprehensive plan should consult and incorporate the Village's most recent plans and studies including: the [Prairie View Metra Station Area Plan \(2019\)](#), the [Lake Cook Corridor Market Study and Plan \(2018\)](#), the [Economic Development Strategic Plan \(2016\)](#), [Annexation Strategies Plan \(2016\)](#) and the [Annexation Strategies Action Plan \(2017\)](#). These plans have provided direction for the future development of specific subareas as well as laid a framework for community and economic development priorities and policies. Consequently, the new comprehensive plan should incorporate and build off these plans to ensure consistency amongst all planning documents as well as increase efficiency in the development of the comprehensive plan. A summary of these plans are presented in Appendix G.

Objective 3: Robust Community Engagement, Public Communication, and Community Engagement Software

The third project objective is to include a high-level of community engagement activities. These activities will ensure a diverse array of residential, business, and other stakeholder voices are heard and incorporated. The activities will be educational as well as interactive. They can include but are not limited to the following public engagement strategies:

- Key stakeholder interviews
- Interactive websites
- Community visioning forums utilizing visual preference surveys/key pad polling
- Design charrettes
- Public meetings
- Attendance at community group meetings
- Open Houses

A related objective will be general communication about the process with the public. The project will have a communication strategy and plan to help increase clarity, confidence, and participation in the process by all members of the community who wish to be involved.

The project's public outreach objective supports the Village's overall goal of expanding community engagement. A 2017 community-wide survey found that the Village needs to enhance its communication and engagement with the residents, businesses, and other property owners on an ongoing basis. As a result, the Village is undertaking several actions to achieve this goal, including procuring a community engagement software. Consequently, the Village is requiring the consultant identify and use a Community Engagement software product. The software should be capable of managing relationships in and around the Village through a variety of methods including but not limited to: verifying participants are Buffalo Grove residents, property owners, or business owners and they are maintaining only one profile; performing surveys; recording location-based data. In addition, this software should provide a forum where concepts can be posted and feedback received, the community can submit ideas and discuss the merit of those ideas, and a question and answer section is featured. Finally the software should be easily connected into social media, news feed interface, timeline or project-based tracking and alerting; as well as allow for report generation, and data and information collection, evaluation, and analysis.

The consultant should be very familiar with the product proposed. The solution should be a "brand name" product and not an in-house or proprietary software owned by the selected contractor. The solution should be able to be used, if desired by the Village, in the future for other projects and long-term Village-wide engagement activities should the Village wish to purchase licensing for the product. The software proposed by the vendor shall be approved by the Village. As an example, technologies such as Bang the Table and MindMixer.

Objective 4: Extensive in Scope

The Comprehensive Plan should include the major elements that may stand-alone, be combined, or become incorporated under concepts or themes that run throughout the plan. These elements include:

Elements

- **Land Use** – existing and future land use, buildings, development, parking, and zoning.
- **Natural Resources** – parks, open space, environmental sustainability and sensitivities, and infrastructure.
- **Transportation and Circulation** – roads, public transportation (rail and bus), bicycle, and pedestrian connectivity, as well as trucks and rail.
- **Housing and Neighborhoods** – housing trends, preservation, and diversity.
- **Urban Design and Community Character** – architecture, community identity, place-making, and wayfinding.
- **Economic Development** – commercial development, workforce, fiscal health and impacts.
- **Subarea Plans** – detailed plans regarding land use, circulation, development alternatives, and plans for Dundee Road Corridor, and Milwaukee Avenue Corridor. (Discussed further below)
- **Plan Implementation** – a matrix detailing when and how goals under the various elements will be achieved.

Objective 6: Include in-depth plans for the Dundee Road Corridor and Milwaukee Avenue Corridor.

Comprehensive plans generally focus on the big picture ideas and plans. However, the upcoming comprehensive plan presents a great opportunity to dive deeper into Dundee Road and Milwaukee Avenue Corridors. This effort would implement action steps from the [Economic Development Strategic Plan \(2016\)](#), as well as, provide these areas with a more thorough examination and guidance that is warranted and timely. In this regard, the comprehensive plan should provide special sections that provide more detailed analysis and plans for the Dundee Road and Milwaukee Avenue Corridors. The analysis and plans should also include the unincorporated areas within both Corridors. Building off the [Annexation Strategies Plan \(2016\)](#) and the [Annexation Strategies Action Plan \(2017\)](#), the project team should examine and ultimately provide guidance for these unincorporated areas within the context of the Corridor. The estimated study areas for Dundee Road Corridor and Milwaukee Avenue Corridor are located in Appendix E and Appendix F, respectively.

Objective 7: High-Quality Visuals

Project should integrate high-quality visuals and other visioning exercises into the planning process. Strong imagery and various perspectives are necessary for all stakeholders to truly understand the look and feel of development and design ideas. The Village estimates that the Consultant will need to provide five renderings as well as other diagrammatic visuals, posters, site plans, and schemes for the project website and social media, as well as public displays for meetings. Appendix H provides a sample of past visuals and imagery that demonstrate the quality of visuals expected.

Objective 8: Feasibility and Sustainably

Fifth, the project should formulate a vision and strategies that are feasible and obtainable. Buffalo Grove will rely on the expertise of the consultant team to ensure that concepts, ideas, and strategies are achievable and realistic. In addition, the vision and strategies must be economically, environmentally, and socially sustainable for the community. Consequently, the consultant team should have experience and a working knowledge of the dynamics affecting land use, development, real estate, economic development, transportation, natural resources, housing, and urban design.

Objective 9: Education and Exploration

The final objective is that the project should be an educational and exploratory process. This project should challenge our community to look beyond our typical notions of land use, development, natural resources, transportation, housing, and open space. The consultant team should guide the Village in thinking outside the box, educate us on innovative solutions, and help us explore new concepts and strategies to enhance our community for future generations.

Objective 10: Design Guidelines (Optional)

In addition to the Comprehensive Plan, the Village will be considering creating design guidelines for the Lake Cook Corridor as a separate deliverable from the Comprehensive Plan. These design guidelines would implement the [Lake Cook Corridor Market Study and Plan \(2018\)](#). In this fashion, the Village would be potentially looking to create design guidelines that could include the following:

- Site Design – uses, building location, orientation, service loading, parking area and location and design, and street frontage
- Building Design – architectural style/character, setback and height, scale and building mass, building details and materials
- Pedestrian and Bicycle access and amenities – sidewalks and pathways, secondary entrance, pedestrian-oriented space, parks and plazas
- Other elements: signage, lighting, and landscaping

Consultants should include a design guide expert as part of their team and include references and experience of Design Guidelines in their response. As the Village may or may not pursue these specific services, such services and their associated costs should be offered as a separate and optional element of any response. Please attach a separate price proposal for development of a design guideline services.

[Schedule for Prices that is found on page 7-9.](#)

WORK EXPECTATIONS AND COLLABORATION

The Village's previous plans and studies have established a high standard for excellence in plan development. This includes but is not limited to public presentations, site planning, imagery, document organization, public communication, writing, and analysis. As Village staff has helped guide previous plans and studies, they have keen insight into best practices specifically for the Buffalo Grove community. Consequently, collaboration with Village Staff will be fundamental to work efficiently and effectively in reaching the Village's expectations. Consultants should view Village Staff as not only representing their client (the Village) but also as a partner and member of the project team who heavily contribute to the project. Such areas for collaboration include but are not limited to work sessions at the consultant's office; fluid communication regarding working documents, progress, and visuals; as well as direct access to the project webpages and other communication and community engagement materials.

EXPECTED PROJECT STAGES, DELIVERABLES, AND ACTIVITIES

Each stage has a description of activities, a deliverable, as well as a deadline for Village Staff to review the deliverable. During this review period, Village staff will provide the Consultant feedback on the deliverable, which should be incorporated into the product before it is released to the steering committee, Village Board, and public.

It is expected that the project will be carried out over an 18-24 month period. The project will be guided by a Steering Committee who will meet several times during each stage of the project.

Phase I: Project Award and Kick-off

After the consultant is selected and notified, the consultant will be officially awarded the contract at the Village Board meeting on **July 15, 2019**. At this meeting, the Consultant should present an overview of the project's scope, process, and community engagement plan. After the Board presentation, the consultant should plan on a kick-off meeting with Village Staff to discuss project details and logistics, collaboration, as well as hold a kick-off meeting with the Steering Committee.

Deliverable: *Project overview* - a document and accompanying presentation that details the project's process, scope, and community engagement plan.

Date for Award of Contract/Presentation to Village Board: **July 15, 2019**

Date for Kick-Off Meeting: **Week of August 5, 2019**

Phase II: Existing Conditions/Market Assessment

The existing conditions/market assessment phase examines the current market, demographic, land use, development, transportation, and environmental and other conditions in the Community and examines the Buffalo Grove within the context of the subregion. It should also present a deeper dive into the two corridors: the Dundee Road and Milwaukee Avenue. Community engagement activities, including but not limited to a public meeting, are a part of this phase of the project. The latter stages of the plan will build off the information collected and analyzed during this phase.

Deliverable: *Existing Conditions/Market Assessment Report* - a document that draws upon quantitative and qualitative data sources and community engagement activities to provide an informative overview of current state of the Buffalo Grove as well as a closer assessment of the Dundee Road and Milwaukee Avenue. The report should include a summary of key findings as well as identify potential visionary ideas to explore in the next phase.

Target Date for First Public Meeting: **October/November 2019**

Target Date for Staff to Review Deliverable: **December 1, 2019**

Target Date for Presentation to the Village Board: **January/February, 2020**

Phase III: Visioning and Preliminary Recommendations

During this stage of the project, the consultant should synthesize feedback and the findings from the Existing Conditions and develop a vision as well as preliminary recommendations that will provide the basis for the Comprehensive Plan. As with every phase of this project, this phase should cover elements for the entire community as well as present more in-depth view of the two Corridors: the Dundee Road and Milwaukee Avenue. These ideas and scenarios should be grounded in market realities. Imagery and visuals are fundamental to this phase of the project.

Community engagement activities including but not limited to a public meeting, should also be incorporated into this phase of the project. Such activities should enable participants to learn, analyze, and ultimately weigh in on the presented vision. The consultant should document this feedback and utilize it for the next stage of the project.

Deliverable: *Future Land Use and Development Overview* - a document that provides preliminary visions and preliminary recommendations Buffalo Grove as well as the two Corridors: the Dundee Road and Milwaukee Avenue.

Target Timeframe: **Spring, 2020**

Phase IV: Draft Plan

Once the community has demonstrated general support for the Vision, the project should enter into the Draft Plan stage. This stage helps transform the vision preliminary recommendations into a draft plan that has showcases a more definitive vision and provides implementation strategies and recommendations to achieve the vision. The Draft Plan should cover elements for the entire community as well as present a deeper dive into the two Corridors: the Dundee Road and Milwaukee Avenue. Community engagement activities should also be incorporated into this phase of the project which include a public comment period, which will be developed with help of Village staff.

Deliverable: *Draft Recommendations Report* - a document that identifies a vision, recommendations, and action steps for Buffalo Grove as well as the two Corridors: the Dundee Road and Milwaukee Avenue .

Target Timeframe: **Fall, 2020**

Phase IV: Final Plan

The culmination of the work described above will be presented in a Final Plan, which should lay out a vision and subsequent recommendations, strategies, and action steps.

Deliverable: Final Plan - a document that identifies a vision, recommendations, and action steps for Buffalo Grove. Plan should cover elements for the entire community as well as present a deeper dive into the two Corridors: the Dundee Road and Milwaukee Avenue.

Target Timeframe: **First Quarter 2021**

Professional Liability Insurance Requirements

1. Professional liability insurance with limits not less than \$1,000,00 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
2. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Contractor shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
3. Provide a certified copy of actual policy for review.
4. Recommended Required Coverage (architect, engineer, surveyor, consultant): Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:
 - a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;
 - b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.
5. Statutory worker's compensation insurance.

PROPOSAL RESPONSE REQUIREMENTS

Responses will be evaluated based on the quality and completeness of the information provided. The criteria listed below will be used in the evaluation of the written responses. Concise presentation of the requested information should be anticipated to be evaluated more favorably than unnecessarily detailed descriptions.

Advertising and promotional material are not an acceptable submission, either alone or accompanying the required response. Font size should be no smaller than 10 point. All pages in the response should be numbered sequentially. Proposers must also include a table of contents which indicates the section and page numbers corresponding to the information included. Pages are to be no larger than 8.5" x 11" in size, unless noted otherwise.

Submittals are to be limited to **forty-five pages** of written material.

Please format the response with the following sections. Include all information requested. The Village prefers responses to be concise and easy to understand. Do not include unnecessary or extraneous information. Use the same sections and numbers that designate to the response requirements below to designate the associated response. Organize the response in the same order as organized in the following sections.

Section I – Executive Summary

1. Executive Summary must include a brief overview of the key elements of your proposal. Please highlight any features or areas that differentiate your services and products from competitors and any specializations in solutions for local governments. Please limit the Executive Summary to no more than three (3) pages.

Section II – Project

1. A detailed description of the consultant's approach to this project, as described in the Scope of Services. The description should:

- a. Discuss how the approach would achieve the goals and objectives outlined in the Scope of Services.
- b. Provide a work plan that incorporates the expected project stages, deliverables and activities. Include a discussion regarding work collaboration with Village Staff in order to achieve expectations.
- c. Included in this section may be a discussion of any substantive or innovative ideas used in other similar projects, which the consultant feels may be applicable to this project and help differentiate the consultant.
- d. Demonstrate a general understanding of Buffalo Grove and its dynamics.

2. A project schedule which should outline a specific timeline for each of the proposed project elements as detailed in the Scope of Services. The timeline should allow adequate time for staff review, revisions by the consultants, and additional review before any deliverable are presented to the public.

Section III – Company Profile

1. Profile and Proposals Form located on pages 17-18.
2. History of the Consultant (one [1] page)
3. Description of location of facilities where work will be performed (one [1] page)

Section IV – Capacity

1. Key Consultant personnel to be assigned to this project (max one [1] page per person)
2. Organizational chart identifying disciplines, specific personnel, and the role of those who will be assigned to this project. (one [1] page)
3. Provide a breakdown of the Percentage of work, at each phase, that is to be completed by the Consultant and any subcontractor
4. Identify portions of this project, if any, that the consultant will subcontract (one [1] page)
 - a. History of the subcontracting consultant (one [1] page)
 - b. Resumes of key subcontracted personnel to be assigned to this project (max one [1] page per person)

Section V – Experience and References

1. Related experience. Please provide a general overview of the consultant team's related experience during the past five (5) years, regarding:
 - a. Experience with Plan Design and Development
 - b. Experience with Community Outreach/Engagement
 - c. Experience with Market Analysis
 - d. Experience with Comprehensive Planning, Corridor Planning, and Design Guidelines
2. Work Samples. While the "Related experience" criteria above is intended to provide a general overview of your related experience, the "Work Samples" criteria is intended to provide a deeper dive into your areas of expertise and skills. Please provide three-six work samples that individually and/or collectively illustrate the consultant team's expertise in the following elements. These samples should represent a comparable level of level of detail, effort, quality that can be expected for the Buffalo Grove Comprehensive Plan. The work samples included in the response to the RFP could include excerpts from larger documents, however full documents should be provided via a flash drive, CD, or other means.
 - a. Imagery and visuals
 - b. Comprehensive and Corridor Plans
 - c. Writing and analysis

- d. Market analysis
- e. Design Guidelines

2. References. Please provide five references of similar scope work. Include name, phone number, email address, project scope, and contract value (one [1] page). When possible, please utilize references that are associated with the work samples discussed above. Most of the references should also be associated with work that was performed by the proposed project lead.

Section VI – Forms and Accompanying Documents

1. Profile and Qualifications Form located on pages 22-23.
2. Public Contract Statements (must be signed, notarized and submitted) on page 6
3. List of current affiliations, accreditations or awards that indicate a high level of service is provided to clients of the firm. (one [1] page)
4. As part of your response, please provide a draft agreement that at a minimum includes the terms set forth in Appendix A.

Section VII – Disclosures

1. Financial disclosure, basic statement of assets and liabilities showing financial condition. (one [1] page)
2. Copy of current professional liability or errors and omissions certificate of insurance (one [1] page)
3. Pending litigation or ongoing binding arbitration with a client (one [1] page)
4. Any matters in the last five (5) years where a claim on the firm's bond or letter of credit has been made.
5. Clearly note any exceptions to the Agreement language in the Appendix A

SUBMISSION OF WRITTEN RESPONSES

Consultants interested in providing the services requested, must respond in writing by the date specified. All submissions become the property of the Village of Buffalo Grove and will not be returned to the Consultants. All costs associated with submission preparation will be borne by the submitter.

PROFILE AND QUALIFICATIONS FORM

Each Consultant is required to fully answer all questions in each category listed below

All questions must be addressed by the Consultant in order for this application form to be properly completed. Failure to answer any question, or comply with any directive contained in this form may be used by the Village as grounds to find the Consultant ineligible. If a question or directive does not pertain to your firm in any way, please indicate with the symbol N/A.

1. Firm Name _____

Business Address _____

City _____ State _____

County _____ Zip Code _____

2. Names and Titles of Two Contact People

A) _____ Phone (_____) _____

Title) _____ E-mail _____

B) _____ Phone (_____) _____

Title) _____ E-mail _____

3. Submittal is for:

Parent Company (List any Division or Branch Offices to be involved in this project)

Division (attach separate list if more than one is to be included)

Subsidiary

Branch Office

Name of Entity: _____

Address: _____

4. Type of Firm:

- ☐ Corporation
- ☐ Partnership
- ☐ Sole Ownership
- ☐ Joint Venture
- ☐ Other _____

5. Federal Employer Identification Number _____

6. Year Firm was established _____

7. Name and Address of Parent Company: (if applicable) _____

8. Acknowledgement of receipt of Addenda(s) _____ (list each addendum number)

Attach each signed addendum, if any, to the Proposal Packet as part of your submittal.

Date _____

(Sign here) By _____

(Print Name) _____

Title _____

E-mail _____

PROPOSAL REVIEW AND SELECTION OF THE FINALISTS

The Village of Buffalo Grove will establish a Project Evaluation Team to review and evaluate the Consultants written responses to this RFP in accordance with the evaluation criteria identified in the following section. The Project Evaluation Team will check client references which will also be evaluated. The Village reserves the right to reject any or all submissions and to waive informalities and minor irregularities in submissions received and to accept any submissions if deemed in the best interest of the Village to do so.

Consultant Ranking

Based on results from the written responses to the RFP and client reference responses, the Project Evaluation Team will rank the finalist Consultants. Finalists will be invited to provide presentations and to respond to questions from staff. Contract negotiations will proceed with the top-ranked Company.

Evaluation Breakdown

All responses will be ranked in four categories: References, Experience, Capacity, and Project Approach Understanding. Each category will then be weighted as shown below.

Any response that contains a Fail will not pass on to the point value evaluation step.

- References – 10%
- Experience – 25%
- Capacity to Undertake and Complete Project – 10%
- Project Approach and Understanding– 25%

Once all submittals have been reviewed, the Schedule of Prices will be opened. The final category Cost will be taken in consideration in order to complete the selection process.

- Cost – 30%

Development of an Agreement

The Village intends to negotiate an agreement for the production of a Comprehensive Plan. If an acceptable agreement cannot be negotiated within an acceptable time period from the date of Consultant selection, negotiations with the next-ranked Consultant may be initiated. The Village intends to generally include the (terms set forth in Appendix A) the production of a Comprehensive Plan. Note any exceptions to the language in the Appendix A in your RFP response. As part of your response, please provide a draft agreement that at a minimum includes the terms set forth in [Appendix A](#).

RFP Schedule

Task	Timeline
Issue RFP	April 8, 2019
Questions due	April 23, 2019
Addendum Released*	April 26, 2019
Proposals due	May 21, 2019
Evaluation Committee Meets	May 31-June 6, 2019
Interviews with qualified consultants	June 10-14, 2019
Selection of finalist*	June 14, 2019
Intent to award*	July 8, 2019
Award of Agreement *	July 15, 2019
Notice to Proceed*	Varies

*The schedule may be modified by the Village if it is deemed to be in the best interests of the Village of Buffalo Grove.

APPENDIX A.
VILLAGE OF BUFFALO GROVE
PROFESSIONAL SERVICES AGREEMENT
COMPREHENSIVE PLAN

THIS AGREEMENT is dated as of the _____ day of _____. 2019 ("**Agreement**") and is by and between the **VILLAGE OF BUFFALO GROVE**, an Illinois home rule municipal corporation ("**Village**") and the Consultant identified in Subsection 1A below.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village's statutory and home rule powers, the parties agree as follows:

SECTION 1. CONSULTANT.

A. Engagement of Consultant. The Village desires to engage the Consultant Identified below to provide all necessary professional consulting services to perform the work in connection with the project identified below:

Company. ("Consultant")
Street
City, State, Zip
Telephone:
Email:

B. Project Description. The Consultant shall perform all tasks necessary to develop, create and present a Comprehensive Plan, as further described in Exhibit A.

C. Representations of Consultant. The Consultant has submitted to the Village a description of the services to be provided by the Consultant, a copy of which is attached as Exhibit A to this Agreement ("Services"). The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the professional consulting services set forth in Exhibit A in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

D. Agreement Amount. The total amount billed by the Consultant for the Services under this Agreement shall not exceed the rates set forth in the Schedule of Prices, as outlined in Exhibit B, hereto unless amended pursuant to Subsection 8A of this Agreement.

SECTION 2. SCOPE OF SERVICES.

- A. **Retention of the Consultant.** The Village retains the Consultant to perform, and the Consultant agrees to perform, the Services.
- B. **Services.** The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.
- C. **Commencement.** Time of Performance. The Consultant shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties (the "Commencement Date"). The Consultant shall diligently and continuously prosecute the Services until the completion of the Work.,
- D. **Reporting.** The Consultant shall regularly report to the Village of Buffalo Grove Community Development Director ("Director"), or his designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

- A. **Agreement Amount.** The total amount billed for the Services during the term of this Agreement shall not exceed the amount identified in the Schedule of Prices section in Exhibit B, without the prior express written authorization of the Village.
- B. **Invoices and Payment.** The Consultant shall be paid as provided in Exhibit B. The Consultant shall submit invoices to the Village in a Village approved format for those portions of the Services performed and completed by the Consultant. The amount billed in any such invoice shall be based on the method of payment set forth in Exhibit B. The Village shall pay to the Consultant the amount billed pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)
- C. **Records.** The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the authorized representative of the Village to inspect and audit all data and records of the Consultant for work done under the Agreement. The records shall be made available to the Village at reasonable times during the Agreement period, and for three years after the termination of the Agreement.
- D. **Claim In Addition To Agreement Amount.** if the Consultant wishes to make a claim for additional compensation as a result of action taken by the Village, the Consultant shall provide written notice to the Village of such claim within 7 calendar days after occurrence of such action as provided by Subsection 8.D. of this Agreement, and no claim for additional compensation shall be valid unless made in accordance with this Subsection. Any changes in this Agreement Amount shall be valid only upon written amendment pursuant to Subsection 8.A. of this Agreement. Regardless of the decision of the Village relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the Services required to complete the project under this Agreement as determined by the Village without interruption.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT (cont.)

- E. **Taxes, Benefits and Royalties.** The Agreement Amount includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

- F. **Automated Clearing House Payment.** The Village prefers to pay all vendors via Automated Clearing House payments (ACH). ACH payments will be processed to checking and savings accounts. After the award of the contract provide ACH Details to apfinance@vbg.org. Once payments have been approved and processed an email notification will be sent to the designated email account on your ACH authorization form indicating when the funds were transferred, the amount transferred, and the invoice number that pertains to the payment.

- G. **Retainage.** The Village shall withhold 10% payment from each invoice until Final Acceptance.

- H. **Final Acceptance.** The Services, shall be considered complete on the date of final written acceptance by the Village of the Services which acceptance shall not be unreasonably withheld or delayed. At such time, any retainage withheld from previous partial payments in accordance with the terms of the Agreement and not yet paid to the Consultant will also become due and payable to the Consultant.

SECTION 4. PERSONNEL SUBCONTRACTORS.

- A. **Key Project Personnel.** The Key Project Personnel identified in Exhibit A shall be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel shall not be changed without the Village's prior written approval.

- B. **Availability of Personnel.** The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or resignation.

SECTION 4. PERSONNEL SUBCONTRACTORS (cont.)

- C. **Approval and Use of Subcontractors.** The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.
- D. **Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, the Consultant shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

SECTION 5. CONFIDENTIAL INFORMATION.

- A. **Confidential Information.** The term "Confidential Information" shall mean information in the possession or under the control of the Village relating to the technical, business or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Consultant from a source other than the Village prior to the time of disclosure of said information to the Consultant under this Agreement ("Time of Disclosure"); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the Village; or (iv) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.
- B. **No Disclosure of Confidential Information by the Consultant.** The Consultant acknowledges that it shall, in performing the Services for the Village under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the Village. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. WARRANTY; INDEMNIFICATION; INSURANCE

- A. **Warranty of Services.** The Consultant warrants that the Services shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance. The warranty expressed shall be in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.

- B. **Indemnification.** The Consultant shall, without regard to the availability or unavailability of any insurance, either of the Village or the Consultant, indemnify, save harmless, and defend the Village, and its officials, employees, agents, and attorneys against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that arise, or may be alleged to have arisen, out of or in connection with, the Consultant's performance of, or failure to perform, the Services or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the Consultant, except to the extent caused by the sole negligence of the Village.

- C. **Insurance.** Contemporaneous with the Consultant's execution of this Agreement, the Consultant shall provide certificates and policies of insurance, all with coverages and limits acceptable to the Village, and evidencing at least the minimum insurance coverages and limits as set forth in Exhibit A to this Agreement. For good cause shown, the Director of Community Development ("Director") may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Director may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the Village and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 calendar days after written notice thereof shall have been given by the insurance company to the Village. The Consultant shall, at all times during the term of this Agreement, maintain and keep in force, at the Consultant's expense, the insurance coverages provided above, including, without limitation, at all times while correcting any failure to meet the warranty requirements of Subsection 6.A., Warranty of Services, of this Agreement.

- D. **Failure to Comply.** In the event the Consultant fails to obtain or maintain any insurance coverage's required under this agreement, The Village may purchase such insurance coverage's and charge the expense thereof to the Consultant.

- E. **No Personal Liability.** No elected or appointed official, agent, or employee of the Village shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

- A. **Relationship of the Parties.** The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and Consultant; or (ii) to create any relationship between the Village and any subcontractor of the Consultant.

- B. **Conflict of Interest.** The Consultant represents and certifies that, to the best of its knowledge, (1) no Village employee or agent is interested in the business of the Consultant or this Agreement; (2) as of the date of this Agreement neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

- C. **No Collusion.** The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

- D. **Sexual Harassment Policy.** The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 512-105(A)(4).

- E. **Termination.** Notwithstanding any other provision hereof, the Village may terminate this Agreement, without cause, at any time upon 15 calendar days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in Exhibit B.

- F. **Term.** The Time of Performance of this Agreement, unless terminated pursuant to the terms of this Agreement, shall be for 18 months.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

- G. **Compliance with Laws and Grants.** Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Consultant shall also comply with all conditions of any federal, state, or local grant received by Owner or Consultant with respect to this Contract or the Services.

Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Consultant's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

- H. **Default.** if it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("Event of Default"), and fails to cure any such Event of Default within ten business days after the Consultant's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. **Cure by Consultant.** The Village may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.
2. **Termination of Agreement by Village.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement.
3. **Withholding of Payment by Village.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

- I. **No Additional Obligation.** The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant, or with any vendor solicited or recommended by the Consultant.
- J. **Village Board Authority.** Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Consultant to vendors shall be subject to the approval of the Village Board of Trustees. The Village shall not be liable to any vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the Village, without the knowledge and approval of the Village Board of Trustees.
- K. **Mutual Cooperation.** The Village agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the Village may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the Village in the performance of the Services to complete the Work and with any other consultants engaged by the Village.
- L. **News Releases.** The Consultant shall not issue any news releases or other public statements regarding the Services without prior approval from the Director.
- M. **Ownership.** Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be performed under this Agreement ("Documents") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the Village.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

- N. **GIS Data.** The Village has developed digital map information through Geographic Information Systems Technology ('GIS Data') concerning the real property located within the Village. If requested to do so by the Consultant, the Village agrees to supply the Consultant with a digital copy of the GIS Data, subject to the following conditions:
1. **Limited Access to GIS Data.** The GIS Data provided by the Village shall be limited to the scope of the Services that the Consultant is to provide for the Village;
 2. **Purpose of GIS Data.** The Consultant shall limit its use of the GIS Data to its intended purpose of furtherance of the Services; and
 3. **Agreement with Respect to GIS Data.** The Consultant does hereby acknowledge and agree that:
 - a) **Trade Secrets of the Village.** The GIS Data constitutes proprietary materials and trade secrets of the Village and, shall remain the property of the Village;
 - b) **Consent of Village Required.** The Consultant will not provide or make available the GIS Data in any form to anyone without the prior written consent of the Director;
 - c) **Supply to Village.** At the request of the Village, the Consultant shall supply the Village with any and all information that may have been developed by the Consultant based on the GIS Data;
 - d) **No Guarantee of Accuracy.** The Village makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Consultant's intended use thereof; and
 - e) **Discontinuation of Use.** At such time as the Services have been completed to the satisfaction of the Village, the Consultant shall cease its use of the GIS Data for any purpose whatsoever; and, upon request, an authorized representative of the Village shall be afforded sufficient access to the Consultant's premises and data processing equipment to verify that all use of the GIS Data has been discontinued.

SECTION 8. GENERAL PROVISIONS.

- A. **Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.
- B. **Assignment.** This Agreement may not be assigned by the Village or by the Consultant without the prior written consent of the other party.

SECTION 8. GENERAL PROVISIONS (cont)

- C. **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.
- D. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic Internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Buffalo Grove
 50 Raupp Blvd.
 Buffalo Grove, Illinois 60089
 Attention: Director of Community Development
E-mail: cstilling@vbg.org

With a copy to
 Patrick Brankin
 Email: pbrankin@schainbanks.com

Notices and communications to the Consultant shall be addressed to, and delivered at, the following address:

Company. ("Consultant")
 Street
 City, State, Zip
 Attention:
 Email:

SECTION 8. GENERAL PROVISIONS (cont)

- E. **Third Party Beneficiary.** No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than the Consultant shall be made or be valid against the Village.
- F. **Provisions Severable.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- G. **Time.** Time is of the essence in the performance of this Agreement.
- H. **Governing Laws.** This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall be in Cook County, Illinois
- I. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Consultant with respect to the Request for Proposal.
- J. **Waiver.** No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.
- K. **Exhibit.** Exhibit A. and Exhibit B. are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.
- L. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.
- M. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- N. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.
- O. **No Waiver of Tort Immunity.** Nothing contained in this Agreement shall constitute a waiver by the Village of any right, privilege or defense available to the Village under statutory or common law, including, but not limited to, the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.

SECTION 8. GENERAL PROVISIONS (cont)

- P. **Days and Time.** Unless otherwise provided in this Agreement, any reference in this Agreement to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.
- Q. **Freedom of Information.** Consultant agrees to furnish all documentation related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) (“FOIA”) request within five (5) calendar days after Village issues notice of such request to Contractor. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney’s and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Consultant’s, actual or alleged violation of the FOIA or Consultant’s failure to furnish all documentation related to a request within five (5) calendar days after Village issues notice of a request.
- Furthermore, should Consultant request that Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Consultant agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Consultant agrees to defend, indemnify and hold harmless the Village, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Consultant’s request to utilize a lawful exemption to the Village.

Acknowledgement.

The undersigned hereby represent and acknowledge that they have read the foregoing Agreement, that they know its contents, and that in executing this Agreement they have received legal advice regarding the legal rights of the party on whose behalf they are executing this Agreement, and that they are executing this Agreement as a free and voluntary act and on behalf of the named parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

ATTEST:

VILLAGE OF BUFFALO GROVE

By: _____ By: _____
Village Clerk Dane Bragg, Village Manager

Date: _____

ATTEST:

Company

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Exhibit A.
Scope of Services

Exhibit B.

Schedule of Prices
pg1

APPENDIX B

VILLAGE OF BUFFALO GROVE OVERVIEW MAP

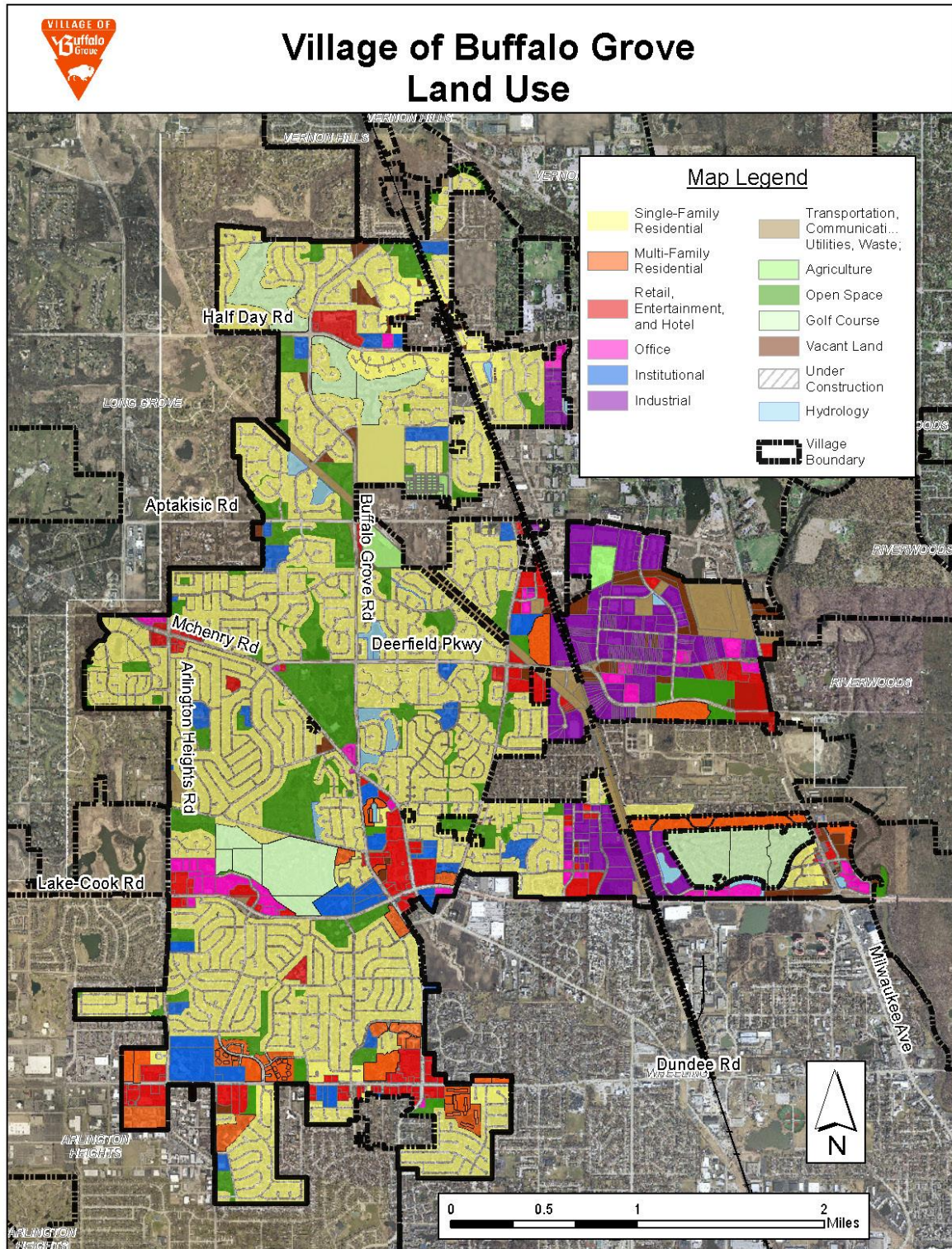
[View the Village's Online Interactive Map.](#)



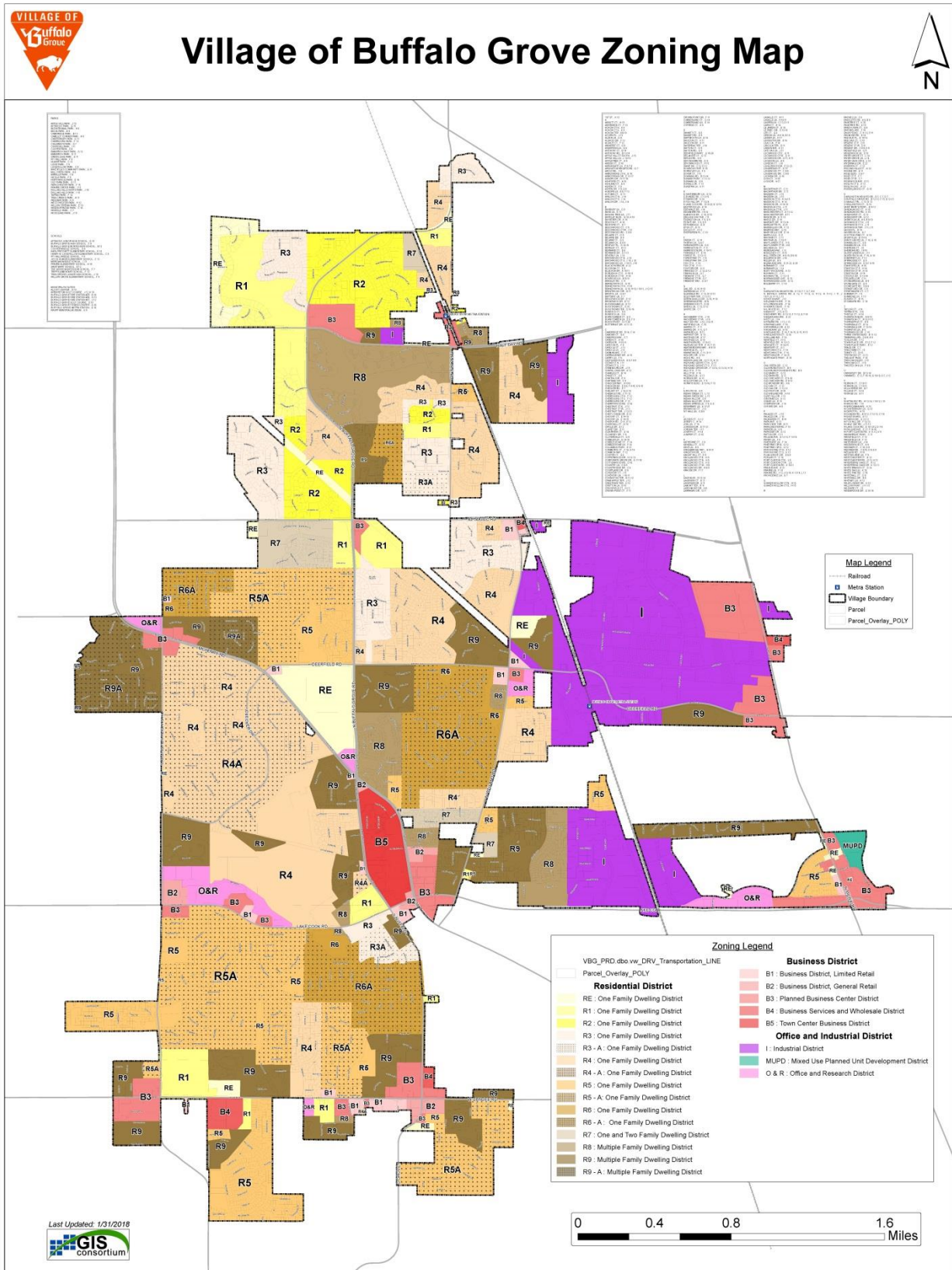
APPENDIX C

VILLAGE OF BUFFALO GROVE LAND USE MAP

[View the Village's Online Interactive Map.](#)



APPENDIX D
VILLAGE OF BUFFALO GROVE ZONING MAP
[View the Village's Online Interactive Zoning Map.](#)

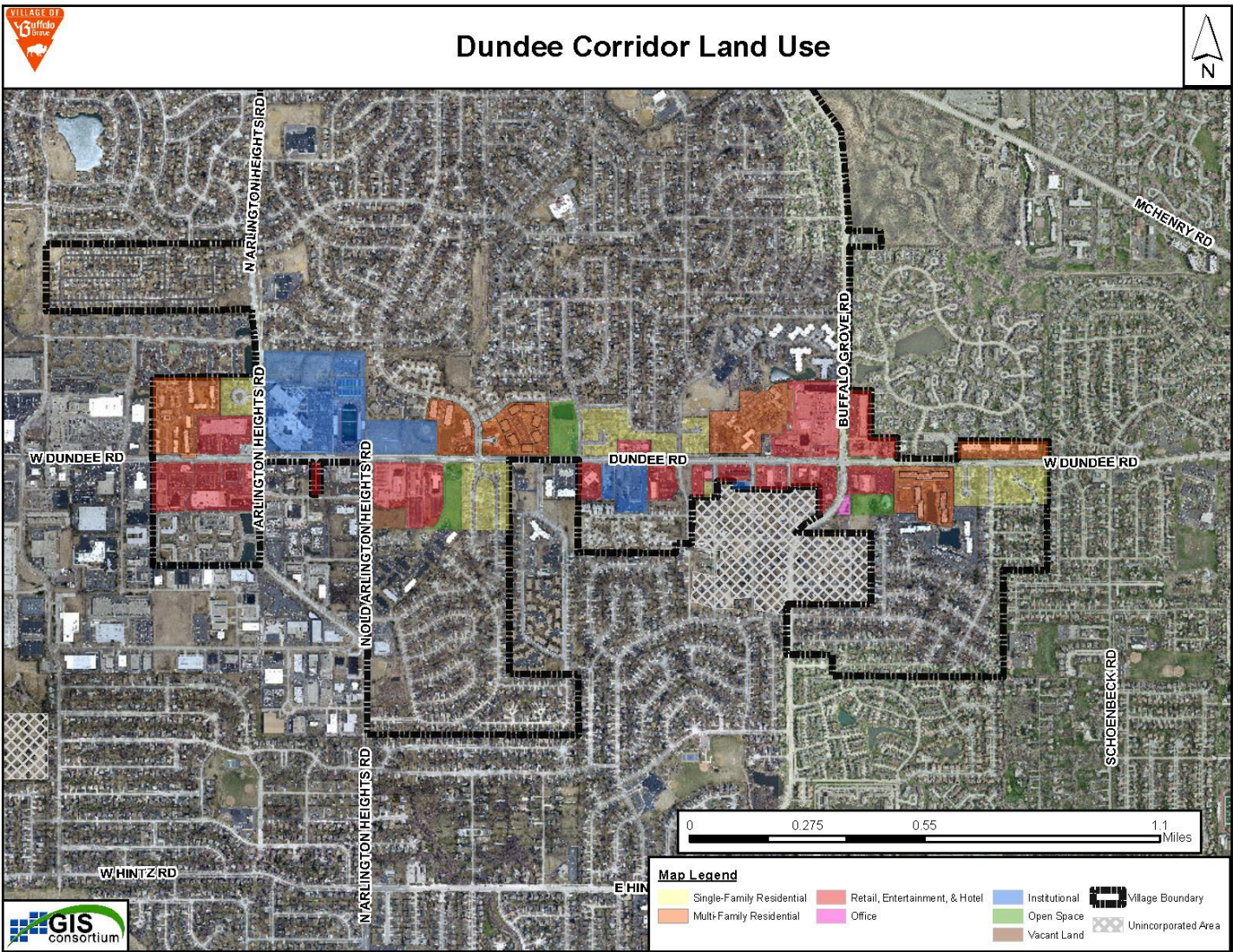


APPENDIX E

DUNDEE ROAD CORRIDOR STUDY AREA MAP

The map below shows the approximate Dundee Road Corridor Study Area as well as the study area's land uses.

[View the Village's Online Interactive Map.](#)

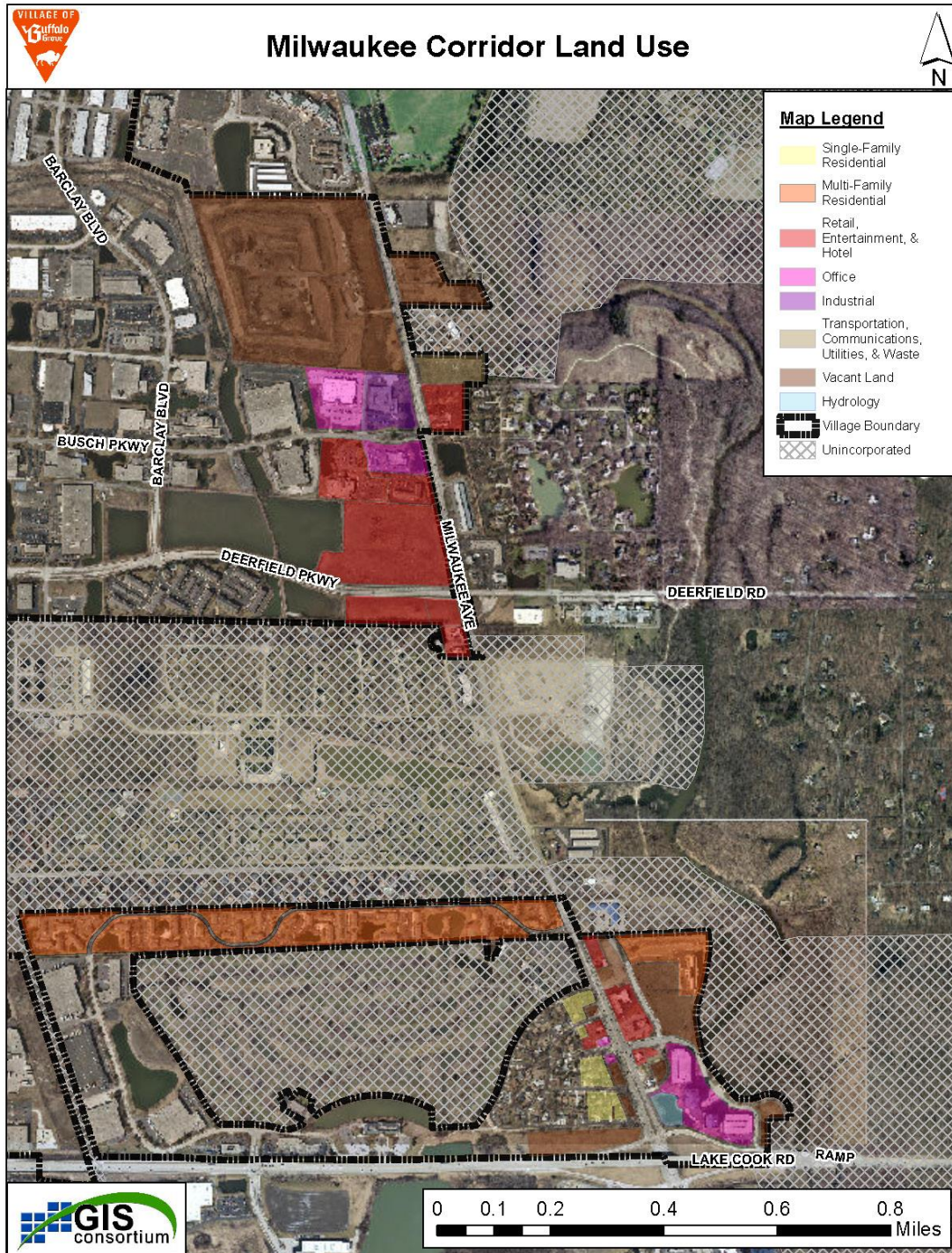


APPENDIX F

MILWAUKEE ROAD CORRIDOR STUDY AREA MAP

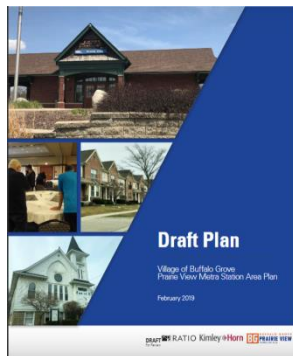
The map below shows the approximate Milwaukee Road Corridor Study Area as well as the study area's land uses.

[View the Village's Online Interactive Map.](#)



APPENDIX G

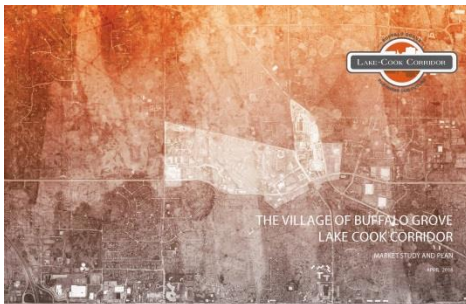
PREVIOUS PLANS



Prairie View Metra Station Area Plan (Mid-April, 2019)

The Prairie View Metra Station Area Plan is scheduled to be completed and approved as a component and update to the Comprehensive Plan in mid-April, 2019. The plan provides a long-term framework plan for the incorporated and unincorporated properties as well as residential, commercial, and open space areas within the general vicinity of the Prairie Grove Metra Station.

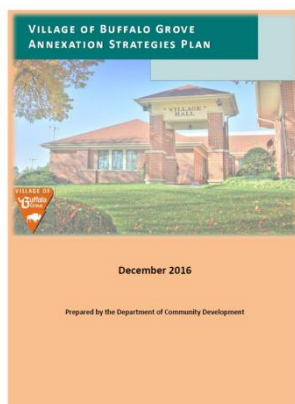
[View the highlight video and draft plan.](#)



Lake Cook Corridor Market Study and Plan (2018)

In 2018, the Lake Cook Corridor Market Study and Plan was completed and approved as a component and update to the Comprehensive Plan. The Plan is a realistic, comprehensive vision for the 470-acre Corridor, which will enhance the Village's identity, vitality, and fiscal sustainability.

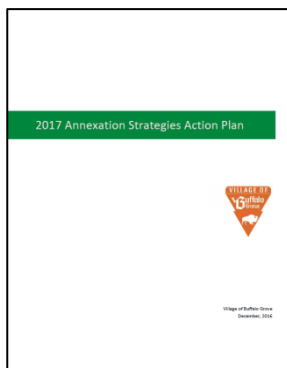
[View the highlight video and plan.](#)



Annexation Strategies Plan (2016)

The Annexation Strategies Plan identifies and prioritizes, which of the several hundred acres of unincorporated land dispersed in various locations within and adjacent to the Village should be considered for annexation. It classifies the unincorporated land into 14 separate sub-areas, describes each of the areas, and provides recommended actions.

[View the plan.](#)



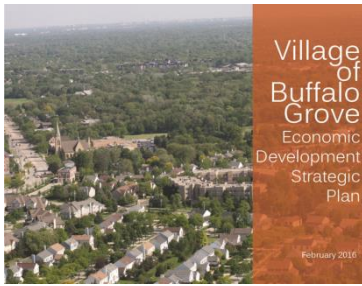
Annexation Strategies Action Plan (2017)

The Annexation Strategies Action Plan (2017) serves as a follow-up report to the Annexation Strategies Plan (2016). The Action Plan presents a deeper dive into four key areas of focus including Prairie View Area, Aptakisic Road, Northern Milwaukee and Southern Milwaukee Ave.

[View the plan.](#)

List of Previous Plans continued on the next page.

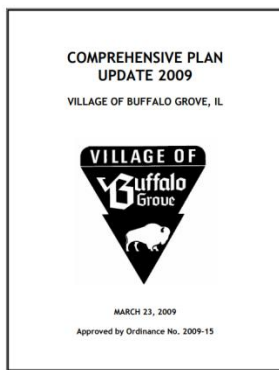
PREVIOUS PLANS CONTD.



Economic Development Strategic Plan (2016)

The Village of Buffalo Grove Economic Development Strategic Plan identifies how the Village can optimize its role to achieve long-term economic growth and serves as a platform to leverage funding, partnerships and programs with our private, public and non-profit partners.

[View the plan.](#)



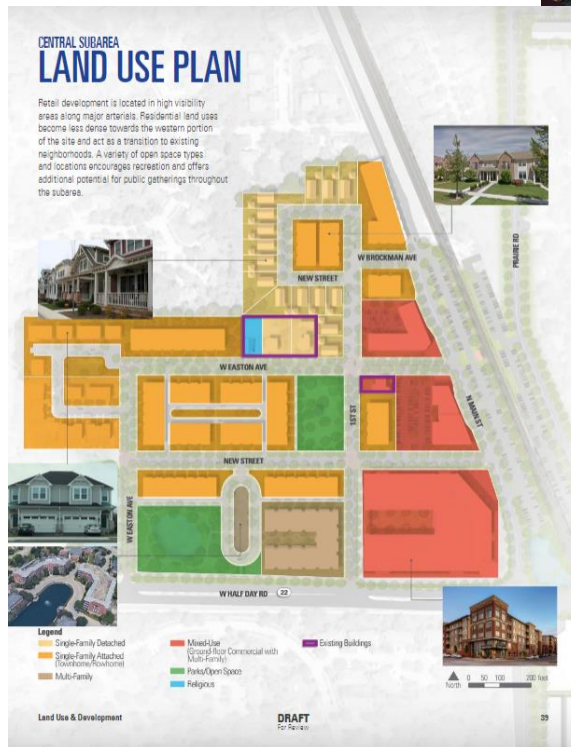
Comprehensive Plan (2009)

Buffalo Grove's Comprehensive Plan (2009) is the current comprehensive plan serving the Village. The Plan has reached the end of its shelf-life and does not sufficiently reflect the current challenges, complexities, and opportunities facing the Village. In 2016, the Lake Cook Corridor Market Study and Plan was approved as a component and update to the 2009 Comprehensive Plan. In April 2019, the Prairie View Metra Station Area Plan is scheduled be completed and approved as a component and update to the Comprehensive Plan.

[View the plan.](#)

APPENDIX H

SAMPLE IMAGERY



SAMPLE IMAGERY CONTD.



STAGE I - Redesigning Town Center

The Vision for Town Center is to **TRANSFORM** the shopping center into a **WALKABLE, VIBRANT, CITY-CENTER** for the community. The vision would be centered on a new two-way Main Street that is pedestrian-oriented where people can **STROLL, SHOP and DINE**.

