



**NORTH SHORE LIFE
LAKE BLUFF STYLE**

**Village of Lake Bluff, Illinois
Request for Proposals**

Comprehensive Plan Update

**RFP Issued:
November 28, 2022**

**Optional Pre-Bid Meeting:
Tuesday, December 13, 2022 at 2 p.m.**

**Proposals Due No Later Than:
Wednesday, January 4, 2023 at 11 a.m.**

**VILLAGE OF LAKE BLUFF
REQUEST FOR PROPOSALS COVER SHEET
(COMPREHENSIVE PLAN UPDATE)**

KEY DATES

<u>DATE</u>	<u>DESCRIPTION</u>
11/28/2022	RFP published & invitations sent
12/13/2022 2 p.m.	Optional Pre-Submittal Meeting
1/4/2023 11 a.m.	Deadline for Village to receive proposals
1/23/2023	Village Board consideration of award (anticipated)

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**VILLAGE OF LAKE BLUFF
REQUEST FOR PROPOSALS**

The Village of Lake Bluff (40 East Center Avenue, Lake Bluff, Illinois 60044) will receive proposals for the following generally described Services:

Comprehensive Plan Update. The outcome of the requested Services will be to update the Village's existing 1997 Comprehensive Plan (as amended) with a new document and framework that guides future development and land use decisions for the Village of Lake Bluff for the next 20 years. It is anticipated that the new plan will provide an overarching framework and prioritize elements from the numerous subarea and topical plans created by the Village since the 1997 Comprehensive Plan.

TO BE SUBMITTED VIA EMAIL TO Glen Cole, Assistant to the Village Administrator, at gcole@lakebluff.org **NO LATER THAN 11:00 A.M. ON WEDNESDAY, JANUARY 4, 2023.**

INSTRUCTIONS TO PROPOSERS

Optional Pre-Submittal Meeting. Every prospective contractor is invited to attend an **optional** Pre-Submittal Meeting scheduled for **Tuesday, December 13, 2022 at 2 p.m.** at the Village Hall Board Room, Village of Lake Bluff, 40 E. Center Avenue, Lake Bluff, IL, 60044 to review the scope of the Work and the project specifications. Prospective contractors may also participate via Zoom. Zoom information will be available on the Village website at **lakebluff.org/Procurement.**

Inspection and Examination. Each proposer shall, before submitting its proposal, carefully review this Request and the Agreement form attached to this request. Each proposer also shall familiarize itself with all conditions under which the Work is to be performed; with the obstacles, unusual conditions, or difficulties that may be encountered, whether or not referred to in the Agreement; and with all other relevant matters. The proposer whose proposal is accepted will be responsible for all errors in its proposal, including those resulting from its failure or neglect to make a thorough examination and investigation of the Agreement form or the conditions applicable to the Services.

Form and Delivery of Proposals. One (1) digital PDF copy of the respondent's proposal must be submitted no later than **11 a.m. on Wednesday, January 4, 2023** to Glen Cole, Assistant to the Village Administrator, at gcole@lakebluff.org. Emails must be titled "COMPREHENSIVE PLAN RFP." The proposal shall meet all of the requirements set forth in the RFP document as to form and contents.

Questions and Clarifications. All questions regarding this RFP shall be directed to Glen Cole, Assistant to the Village Administrator, at gcole@lakebluff.org. The Village reserves the right to make clarifications, corrections, or changes in this Request for Proposals at any time prior to the time proposals are no longer accepted. All known respondents or prospective respondents will be informed of said clarifications, corrections, or changes.

No Opening of Proposals. As the selection of a proposal is not solely based on the lowest price, proposals will not be publicly opened or read aloud.

Firm Proposals. All prices and other terms presented by Proposer are firm and shall not be subject to withdrawal, escalation, or change provided the Village accepts the Proposal within 90 days after the date proposals are due.

Rejection of Proposals. Proposals that are not prepared in accordance with these Instructions to Proposers may be rejected. If not rejected, Village may demand correction of any deficiency and/or accept the deficiently prepared proposal upon compliance with these Instructions to Proposers.

Selection of Proposal. Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the proposers. Village reserves the right to select and accept the proposal that is, in its judgment, the best and most favorable to the interests of Village and to the public; to reject the low price proposal; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the request for proposal process; provided, however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Respondents should not rely upon, or anticipate, such waivers in submitting their proposal.

Form of Agreement. After a proposal is selected, the Village will invite the selected proposer to enter into an Agreement in substantially the form attached to the RFP as **Exhibit A**. The Village Board of Trustees has the ultimate authority to approve any proposal and to authorize execution of the Agreement.

BACKGROUND

Lake Bluff, one of Chicago's preeminent suburbs, overlooks Lake Michigan as the northern-most point of the North Shore. Its small size, unpretentious charm, and easygoing spirit set it apart even in prestigious company. Weaving together small-town charm with easy access to Lake Michigan, a thriving commercial historical district, great schools and a host of family-centered experiences, village life has a distinct culture all its own. *It's North Shore Life, Lake Bluff Style*. The Village's unique character, Americana charm, amenities, and lakeside location have been recognized and lauded nationally by *Coastal Living* and locally by *Chicago* magazine. Learn more at <http://www.lakebluff.org/>.

The Village's incorporated area is approximately 4 square miles, including 2,069 dwellings and 5,616 residents as of the 2020 Census. The median income is \$174,000 and the median home value is approximately \$647,000. More demographic information about the Village can be obtained from [CMAP's July 2022 Community Data Snapshot](#).

The Village is a home rule municipality by referendum and provides police protection, fire (volunteer), public works, and community development within its jurisdiction. Overlapping government agencies include the Lake Bluff Library; the Lake Bluff Park District (shared with the unincorporated community of Knollwood); Lake Bluff School District 65 (shared with Knollwood); and Lake Forest High School District 115 (shared with Knollwood and Lake Forest). Regional agencies providing services within the Village include the Central Lake County Joint Action Water Agency (CLCJAWA) and the North Shore Water Reclamation District (NSWRD).

The Village partially assigns its Assistant to the Village Administrator, Building Codes Supervisor, and Village Engineer to complete the Village's planning duties. Historically, professional planning assistance has primarily been obtained from consulting planners. Many of the Village's advisory bodies oversee and influence community development functions, including the Village's joint Plan Commission and Zoning Board of Appeals (PCZBA), Architectural Board of Review (ABR), Historic Preservation Commission (HPC), and Sustainability and Community Enhancement Ad Hoc Committee (SEC). The Village last adopted a Comprehensive Plan in 1997 which has been amended four times; additionally, the Village initiated two in-house processes to comprehensively update its Comprehensive Plan over the last 15 years but neither update was completed due to staff resource constraints. The Village has completed numerous other planning studies during this time as described in other sections of this Request for Proposals.

SCOPE OF SERVICES

General. The Village seeks proposals for a professional planning firm ("Consultant") to complete all necessary tasks to prepare a new Comprehensive Plan for the Village that will guide future development and land-use decisions for the next 20 years. The steering committee for the process will primarily be the Village's Joint Plan Commission and Zoning Board of Appeals with the possible participation of liaisons from the Village Board of Trustees and potentially other Village advisory committees. The Consultant should anticipate at least five meetings of this steering group over the duration of the Project, and should anticipate being physically present in the Village for all public meetings and public engagement activities. The Village anticipates dedicating approximately \$100,000 to complete and adopt the Plan within the core scope of services (not including any optional scope tasks, described below).

Deliverables. The Consultant is encouraged to produce deliverables that best fit the project itself and the particular needs of the Village. The Consultant, in the preparation of a proposal, should not be limited by the anticipated services identified, but should describe any additional services the Consultant believes are beneficial and their associated costs. The Consultant should clearly identify and fully describe their proposed deliverables in their submittals, and should clearly tie these deliverables to the project activities described below. For clarity, the role of Village Staff in the preparation of these deliverables will primarily be to review and provide supplemental direction as to content; proposals should not rely upon Village Staff to collect data, prepare maps or analyses, or otherwise author any essential components of the Consultant's work product.

- **Public and Stakeholder Engagement.** The Consultant should include a plan for public engagement in their proposal. Among the potential public engagement activities that should be considered (though not all are required to be included in the proposal) are key person interviews, an interactive website, open houses, and public workshops/meetings. The Consultant is encouraged to propose other innovative public engagement methods as well.

- **Existing Conditions.** The Consultant should propose an approach to analyze key current conditions in the community. While the format of the existing conditions deliverable is left up to the Consultant, the existing conditions analysis should include an examination of demographics and market influences; land use and zoning; housing; transportation; the natural environment; and community services and infrastructure; as well as other elements the Consultant considers necessary to prepare the comprehensive plan. The discussion of existing conditions should provide a regional context and an overview of Lake Bluff's history. The analysis should also include summaries of previous plans and a brief summary of ongoing and recent planning activities in the area. Ultimately, the existing conditions analysis should include sufficient background to justify and explain Comprehensive Plan recommendations. The Consultant should specify the format of deliverables in detail and discuss the issues to be covered in the analysis of existing conditions.
- **Vision and Goals.** Building on the themes, goals, and objectives contained in the Village's recent plans and studies, the Consultant should propose an approach to developing a vision, goal, and/or objective statements for this project. These should not contain specific recommendations for action, but should provide general principles to be accomplished through the project. The Consultant may propose to develop vision, goal, and/or objective statements as a stand-alone activity or as part of another project activity. Likewise, the vision, goal, and/or objective statements may be a separate deliverable, or included as part of another deliverable. The format of the deliverable should be clearly specified in the proposal.
- **Key Recommendations.** At approximately the midpoint of the project, before the preparation of the draft plan begins, the Consultant should be prepared to discuss the plan's expected recommendations. The purpose of this deliverable is to provide the Village with a summary of key recommendations to vet before significant resources are spent drafting the plan. This can be done through preparing a brief memorandum, presentation, or similar document. The deliverable should be provided to the Village for review and comment. If significant issues arise through the planning process, it may be appropriate to schedule a steering committee meeting to discuss these recommendations as well. The Consultant should clearly specify the format of proposed deliverables for this task.
- **Draft Plan.** The Consultant should work with Village Staff and the steering committee to prepare a draft plan based on information and data from the existing conditions research, the public engagement process, and the response to the presentation of key recommendations. The Consultant have flexibility in the format and length of the draft plan, but should specify this clearly in the proposal. The Consultant are not expected to provide a full plan outline in their proposal, but should give some indication of the types of recommendations that are expected to be made regarding the topics that were identified as priorities of this RFP. The draft plan should also address implementation, including actions, which should be taken in the near future to advance its recommendations. As above, the Consultant has flexibility in the format and length of the draft plan, but should specify this clearly in the proposal.
- **Final Plan.** The Consultant should prepare a final plan based on comments made regarding the draft plan by Staff, the steering committee, and officials, stakeholders, and others. The Village's Joint Plan Commission and Zoning Board of Appeals (PCZBA) will review and recommend the plan to the Village Board of Trustees following a public hearing. The Lake Bluff Board of Trustees will review the final plan and, ultimately, formally adopt the plan. The Consultant should assume that a series of meetings would be necessary, including an initial presentation to the project steering committee, an informational open house, a formal public hearing, and a presentation to the Village Board of Trustees. Some of these meetings may be able to occur concurrently. The final deliverables must include, at a minimum: 25 hard copies; a PDF suitable for future reproduction and online publication; and original design files (e.g. Adobe Illustrator, InDesign, GIS shapefiles, etc.) that will allow the Village to publish updates in the future.

Optional Scope Tasks. In addition to the core Comprehensive Plan tasks above, the Consultant may propose up to three options that the Consultant believes would enhance the plan. Each option may include as many or as few tasks and deliverables as the Consultant would like, but the Consultant should clearly specify the deliverables and cost associated with each option. These options are at the discretion of the Consultant to include, and could, for example, include (but are not limited to):

- Updates to the Village's Affordable Housing Plan that conform to any new policies proposed in the Housing section of the new Comprehensive Plan.
- Additional activities necessary to extend and adapt the bicycle and pedestrian focused improvements within the Transportation section of the new Comprehensive Plan in order to adopt them as an independent Bicycle and Pedestrian Plan.

- Additional outreach meetings, enhanced project websites, or other public engagement activities.
- Additional market analysis or sub-area planning to further refine the Comprehensive Plan’s Economic Development policies.
- Any other elements at the discretion of the Consultant.

Any proposed options may or may not be exercised based on the quality of the options as well as budgetary constraints. Note, however, that the Village intends to separately retain consultants for the following items concurrent with the development of the Comprehensive Plan:

- Market analysis and sub-area planning in the vicinity of the U.S. Route 41 and Illinois Route 176 interchange project.
- A new 2028 Strategic Plan directed by the Village Board of Trustees.
- An urban forest management plan (subject to grant funding).

KEY TOPIC AREAS FOR REVISED COMPREHENSIVE PLAN

In addition to the essential components, the new Comprehensive Plan should also include or address the following key topic areas:

- **Economic Development.** CMAP’s *ON TO 2050* plan identifies Lake Bluff as one of 92 municipalities among Chicagoland’s 285 whose per capita rate of sales tax disbursements from the State is at least 20% more than the median. Lake Bluff generates significantly more sales tax per capita or per acre than surrounding communities or Lake County owing to strong sector performance in automobile sales; general merchandise; and garden and building materials. This diversified approach helped the Village to weather the COVID-19 pandemic. Areas of interest for the Village’s new Comprehensive Plan include:
 - Opportunities presented by the **U.S. Route 41 / Illinois Route 176 interchange** reconstruction project, a \$61 million investment by the State of Illinois that is among the largest projects in the *Rebuild Illinois* capital plan.
 - A continued evolution of the Village’s **Central Business District** away from traditional retail and towards serving as a social focal point and service-oriented lifestyle amenity for Village residents.
 - Continued diversification of the **Lake Bluff Business Park** from a traditional light industrial park into a flex industrial district that emphasizes sales tax generating development – even as traditional retail continues to contract nationally and in the region.
- **Housing.** Over ninety-nine percent of the dwelling units in Lake Bluff are single-family residences. Since the 1997 Comprehensive Plan, the Village has aspired to create “alternative” housing options to the single-family neighborhoods that form most of Lake Bluff’s residential fabric. Such options would meet demand by aging homeowners, students, early professionals, divorcees, and others who are not in the market for Lake Bluff’s single-family homes. However, there have been no new alternative dwelling units created to meet this demand since the 1997 plan. The vision of the 1997 Plan has been hampered by the limited growth options in a built-out community, the Great Recession, and community opposition to those developments that were proposed owing primarily to height and density concerns. Areas of interest for the Village’s new Comprehensive Plan include how to best manage: Infill and multifamily development; the Village’s continued interest in managing residential demolitions and the bulk of subsequent construction; and historic preservation in an incentives-based framework developed by the Village Board and Historic Preservation Commission.
- **Transportation.** The Village generally benefits from having a compact road network; most roads are two lanes and the Village does not maintain any local traffic signals. There are connections to three regional trail systems that facilitate bicycle-pedestrian travel throughout Lake County. The next Comprehensive Plan is expected to have an expanded focus on closing gaps in the Village’s bicycle and pedestrian network, especially in the vicinity of parks and schools. Additionally, an increasing number of Village initiatives are focused on improving connections and transportation between Lake Bluff, the adjacent unincorporated community of Knollwood (to the west), and North Chicago (to the north). Finally, the next plan may consider policies specific to electrification (e.g. potential EV charger locations) and any advisable local actions to prepare for changes in regional transit, autonomous vehicles, or other prospective macro-scale changes.
- **Stormwater and Infrastructure.** The Village has embarked on a robust capital planning process to fund major stormwater improvements designed to cure persistent flooding issues, most notably including the periodic flooding of the Scranton Avenue Viaduct under Sheridan Road. Generally, these efforts are anticipated to remain separate from the Comprehensive Plan. However, the Comprehensive Plan should reflect these future projects as well as policies adapted from the Lake County All Natural Hazards Mitigation Plan (described below). Except for stormwater, Village utility systems are generally stable as

to their operations and finances although additional opportunities for reinvestment exist. The primary interaction of these systems with the Comprehensive Plan is the absence of developed utilities in the northeast quadrant of the Village, which consists of large-lot private estates along Lake Michigan and in the vicinity of the unincorporated Shoreacres golf course.

- **Implementation Strategy.** Despite the Village’s aggressive pursuit of multiple planning efforts since the Comprehensive Plan was first adopted in 1997, the Village has only limited internal planning capacity with less than one full-time equivalent dedicated to planning duties. Larger scale projects, such as a comprehensive rewrite of the Village’s zoning code, are unlikely to be feasible especially as the Village continues to shift its financial resources to capital improvements. It is important that the Plan’s implementation recommendations reflect this local capacity and scale; advance the efficient use of Village resources; and understand that much of the Plan’s implementation will be driven by the Village’s volunteer advisory bodies. In addition, the entirety of the Plan should be written in clear, non-technical language understandable to the layperson and structured in a way that it can be updated more frequently in order to serve as a regular reference for Village staff, officials, and partners.

NOTABLE CURRENT PLANS AND STUDIES

The Village has embarked on numerous planning studies since the adoption of its current Comprehensive Plan in 1997. The new Comprehensive Plan should be informed by these documents and incorporate and prioritize essential conclusions, outstanding tasks, and policies from each. These plans are provided in chronological order.

1. Comprehensive Plan (1997)

The Village’s Comprehensive Plan was last comprehensively updated in 1997. At the time the plan was written, these were some of the critical issues identified by residents, many of which remain salient today:

- The increasing number of residential demolitions and reconstructions, especially the size of replacement structures.
- The need for historic preservation protections that support the continued relevance of historic homes and neighborhoods while balancing the rights and interests of property owners.
- Providing housing choices appropriate for “empty nesters” and seniors.
- The potential for growth of Lake Bluff’s borders by annexation, especially the outcome of the 1997 Knollwood referendum which resulted in Knollwood remaining an independent unincorporated community.
- Commercial development opportunities created by any future reconstruction of the U.S. 41 / Illinois Route 176 interchange.

The Comprehensive Plan has been amended four times in total since its adoption:

- **1997 – CBD Land Use Plan.** See “Central Business District” below.
- **2000 – Industrial & Commercial Corridor Business District (ICCBD) Planning and Transportation Study.**
- **2016 – Downtown Planning Principles, CBD Land Use Map, CBD Public Parking Map.** See “Downtown Planning Principles” below.
- **2022 – Planned Residential Developments (PRDs).** The Village recently completed a planning and zoning study concerning the Village’s PRD regulations following the failure of the Stonebridge development and a settlement of litigation with the developer. As part of the study’s implementation, the Plan was amended to include certain planning principles for Stonebridge previously expressed in the PRD; update certain references in the Plan that were specific to the prior iteration of the PRD; and express the Village’s land use policy for the redevelopment of estate properties, which form most of the available land for “greenfield” residential development in the Village.

2. Central Business District (Phase 1 & Phase 2, 1998)

Following the adoption of the Comprehensive Plan, the Village Board directed Teska Associates to pursue a two-phase study of Lake Bluff’s Central Business District. The first phase focused on possibilities and led to the Board’s endorsement of a traditional development vision that balanced retail, office and service, civic, and residential uses. In phase two, Teska Associates prepared an implementation plan with guidance for: future land use, mixed-use anchors at each end of Scranton avenue, parking improvements, gateway treatments, design guidelines, enhanced public gathering places, and specific zoning actions. The overall goals of the plan were for the District to support:

- **Opportunities for local residents**, including shopping, services, employment, and business development.
 - **Economic vitality**, including improved productivity, finance performance, and fiscal health.
 - **Sense of place**, by presenting an attractive and memorable visual image.
 - **Spirit of community**, which brings together Village residents.
 - **Residential harmony**, by supplying appealing living environments within and adjacent to the business district.
3. **Historic Resource Surveys (1998, 2003, 2008, 2019)**
The Village has repeatedly engaged Historic Certification Consultants and, subsequently, Benjamin Historic Consultants to identify, photograph, and document historic structures throughout the Village. The 1998 study focused on Lake Bluff's original development; the 2003 study, its southeastern quadrant; and the 2008 study focused on Lake Bluff's estate development. A 2019 study essentially completed the Village's survey efforts through complete coverage of those areas not previously studied. These studies are used to help the Village and property owners prioritize and preserve the Village's most notable structures, sites, and landscapes.
 4. **Lake Bluff Affordable Housing Plan (2005)**
The Village adopted an Affordable Housing Plan in 2005 and subsequently became a home rule unit of government by referendum; accordingly, until recent amendments, it was not subject to the Affordable Housing Planning and Appeals Act. Nevertheless, the Village supports the goals of the Act and the Affordable Housing Plan has always been a component of the Village's land use policy since its adoption. The Plan identifies the practical difficulties in creating new affordable housing in a built-out community and delineates five geographic areas that may be suitable for affordable housing as future development occurs.
 5. **Waukegan Road Corridor Study (2011)**
The Village commissioned a study of the Waukegan Road Corridor Study as part of its increasing emphasis on sales tax generating development in the wake of the Great Recession, as well as to explore ways to support retention of the Industrial Park's existing tenants given changing attitudes towards industrial development. The study concluded that the park's property owners could realize reduced vacancies and increased revenues through an increased emphasis on retail tenants. It proposed a number of zoning amendments necessary to attract a commercial use mix and maintain the Park's vitality, including relaxed use restrictions; reduced setbacks; and design guidelines intended to preserve the Park's aesthetic charm through any future redevelopment. One notable outcome of the Study was its conceptual plan for "Site A," then the Shepard Chevrolet dealership, which called for 60,000 square feet of high-volume retail development. "Site A" later was redeveloped as a retail site anchored by a 120,000 square foot Target store.
 6. **Branding Report (2013)**
The 2016 Strategic Plan (adopted in 2010) directed the Village to develop a marketing plan. In 2013 the Village retained NorthStar Destination Strategies to conduct a branding study of the Village. NorthStar studied the Village's community, consumers, and competitors and proposed a strategic brand platform to guide the Village's branding, marketing, and placemaking efforts.
 7. **Downtown Parking Study (2014, 2022)**
As the Central Business District continued to redevelop and grow with the implementation of the Phase I and Phase II studies, an increasing number of downtown merchants and business owners expressed concerns about a decreasing availability of parking in the District. This concern was especially salient during the Lake Bluff Farmers Market on Friday mornings, which was becoming increasingly successful in the community. The model created by the study found that there was a demand for 478 stalls, a supply of 563 stalls, and a net surplus of 45 stalls in the District when including lots that are primarily utilized by commuters. While certain blocks were found to be parking deficient, the more distant areas provided adequate capacity to accommodate their demand. Key recommendations of the Study included that the Village should discourage business employee parking in the District and should work to gain public control of approximately 50% of the stalls in the District through construction or acquisition. Outcomes of the Study included the introduction of new parking permits for the Metra commuter lot intended for District employees as well as the installation of new lighting at the Metra commuter lot.

The Village is in the final steps of reviewing and accepting a 2022 update to the report.

8. [Downtown Planning Principles \(2016\)](#)

The same context that prompted the Downtown Parking Study likewise justified a refreshed look at the Central Business District, including the Phase I and Phase II studies, to prepare for further redevelopment that was expected to occur in Block 2 and Block 3 of the District. At first, Teska Associates pursued the creation of a Downtown Subarea Vision document published in late 2015. The document drew from the Phase I and II studies, an online visual preference survey, and an open house to propose three development concepts for Blocks 2 and 3 as well as an extensive list of architectural, site, and streetscape design guidelines. The development concepts proposed higher-density redevelopments of Blocks 2 and 3 as a set of predominantly three-story buildings with a mix of residential, retail, and office uses.

Ultimately, the Vision document was not adopted as it was felt to be too prescriptive of future development; since that time, a group of residents have organized to oppose three-story or greater development in the District. Additionally, the start of the Great Recession tamped down expectations for continued commercial redevelopment. These recommendations were condensed into ten general planning principles for Blocks 2 and 3, which were adopted as amendments to the Comprehensive Plan in addition to amendments to the District’s future land use plan and public parking plan.

9. [2023 Strategic Plan \(2017\)](#)

The 2023 Strategic Plan, itself a successor to the Village’s 2016 Strategic Plan is the principal governing document of the Village Board of Trustees and sets forth the Village’s mission, guiding principles, and vision for 2023: “*The Village of Lake Bluff is welcoming, attractive, and flourishing – an authentic atmosphere of neighbors, traditions, safety, and invigorating community life.*” The Plan presents goals and strategies in five areas (presented in no specific order):

- **Economic Development:** “We bolster economic vitality.”
- **Sense of Community:** “We cultivate connection, stewardship, and informed optimism across interests, generations, neighborhoods, and borders.”
- **Public Assets:** “We fortify our public assets and systems.”
- **Environmental Sensibility:** “We celebrate, preserve, and enhance our natural heritage.”
- **Stability:** “We ensure insightful governance, financial viability, safety, and quality municipal services.”

Many of these goals connect to and implement the goals of the 1997 Strategic Plan. The Village intends to complete a new Strategic Planning process with the Village Board during 2023, which will be concurrent with the Project.

10. [Lake County All Natural Hazards Mitigation Plan \(“ANHMP”\) \(2017\)](#)

Lake County and its municipalities have jointly adopted a plan to mitigate the risks of natural hazards that threaten the county, including floods; tornadoes; severe thunderstorms; severe winter storms; wildfires; and extreme heat. The ANHMP is a tool for participating communities as well as a mandatory prerequisite to receiving various types of federal disaster funds. The ANHMP identifies 35 action steps to be undertaken throughout the County, of which 15 are identified as strategies to be implemented in the Village of Lake Bluff.

11. [Landscape Playbook \(2019\)](#)

The Village’s Thematic Landscape Identity, Gateway, and Corridor Plan – also known as the Landscape Playbook – is one of two principal work products of the Village’s Sustainability and Community Enhancement Ad Hoc Committee. The Playbook is a unified plan for Lake Bluff’s major transportation corridors including Waukegan Road; Illinois Route 176; Green Bay Road; and Sheridan Road. The Playbook was created over the course of nine months by a committee of stakeholders and community members, including the Village, adjacent property holders, Lake Bluff Open Lands Association, the Lake Bluff Garden Club, Lake County Department of Transportation, and the Illinois Department of Transportation. Key treatments the Playbook proposes include:

- The use of naturalistic groupings of native plants behind mown lawns.
- The replacement of invasive buckthorn with other landscape privacy screening.
- The use of native plants at every level including canopy and understory trees, shrub copses, screening plants, grasses, perennials, and forbs. These plants are resilient to Lake Bluff’s climate, support local pollinators, and help slow and clean stormwater.

The Playbook also applied these and other principles to a conceptual landscape plan for Route 176 between Green Bay Road and the Union Pacific railroad tracks.

12. **Choosing Lake Bluff (Historic Preservation) (2019)**

Choosing Lake Bluff was prepared over two years by the Village’s Historic Preservation Commission. It aims to reimagine the framework for the historic preservation of Lake Bluff as a lifecycle approach that encourages property stewardship, influences early decisions leading to preservation over demolition, builds on Village branding and values, bridges information gaps in the marketplace, and emphasizes community partnerships. The framework consists of four topics:

- **Branding:** For people who are discovering Lake Bluff. The goals of this topic focus on shaping a future resident’s first impressions of Lake Bluff. Tools include brochures; identification signage; walking and bicycling tours; short histories; and research resources that focus on the history of the Village as a whole.
- **Knowledge:** For people who are becoming Lake Bluff residents. The goals of this topic focus on providing information about individual properties through partnerships with the real estate community. Tools include an interactive online database of individual properties; fact sheets for purchasers and real estate agents; and a contractual sale rider that explains historic preservation in Lake Bluff for new buyers.
- **Rehabilitation:** For people who are restoring or reinvesting in historic properties. The goals of this topic focus on creating a bias for preservation and encouraging decisions to preserve. Tools include fee reductions; tax freezes; zoning flexibility; coordination with other preservation programs; and the recognition of architects and builders who pursue preservation projects.
- **Redevelopment:** For people who are redeveloping historic properties. The goals of this topic focus on creating guidelines that help preserve neighborhood character even when individual structures are demolished.

Choosing Lake Bluff also proposes a realignment of the Village’s historic preservation regulations, including landmark property protections and demolition delays, in a manner that is consistent with the framework.

13. **Sustainability Plan (2019)**

The Village’s Sustainability Plan is one of two principal work products of the Village’s Sustainability and Community Enhancement Ad Hoc Committee, which was convened in October 2015. The Plan is intended to be a living document that is used, revisited, and revised from experience by the Committee, the Village Board, and residents. It identifies key areas of concern, documents current conditions and best practices, and challenges Lake Bluff to be more sustainable through action. Specifically, the Plan aims to improve Lake Bluff’s sustainability in seven key areas:

- **Solid Waste Management and Recycling.** Achieve recycling rates over 60% through a combination of waste reduction, materials reuse, and active promotion and expansion of recycling.
- **Energy Conservation.** Leverage improvements in energy efficiency and alternative energy to reduce Lake Bluff’s single largest source of carbon emissions.
- **Water Conservation.** Continue to reduce per capita usage of Lake Michigan water.
- **Stormwater Solutions.** Become more resilient to natural hazards and our changing climate by implementing professional stormwater management practices that incorporate natural features.
- **Natural Spaces.** Restore and protect Lake Bluff’s valuable, unique, and native natural resources.
- **Light Pollution.** Balance economic and security needs with our small-town character and charm.
- **Bicycle and Pedestrian Transportation.** Promote transportation methods that impose lesser impact on our environment, promote our health, and improve our recreational opportunities and quality of life.

The Comprehensive Plan in part incorporates and implements the Sustainability Plan. The connections between these two plans are strongest where the above *Natural Spaces* and *Bicycle and Pedestrian Transportation* goals are concerned.

14. **Downtown Streetscape Concept Plan (2021)**

The Village and Teska Associates created a new Downtown Streetscape Concept Plan in conjunction with the reconstruction of one block of streets and sidewalks in fall 2021. The plan was intended to reflect “lessons learned” from the use of public ways during the COVID-19 pandemic and to provide additional features to support downtown businesses and community placemaking efforts. Highlighted recommendations include:

- Incorporating flexible outdoor public seating and specialty lighting.
- Adding and upgrading bicycle racks, planters, drinking fountains, and other street furniture.

- Improving connectivity between the Metra Parking Lot and downtown.
- Accommodate flexible street uses using a partially curbside, one-way street on the north side of the Village Green.
- Adding casual seating nooks and amenities.
- Maximizing on-street parking.
- Decluttering sidewalks.
- Protecting existing trees and infilling new trees and native entry plantings.
- Reinforcing green transitions to neighborhoods.

PROPOSAL REQUIREMENTS

To achieve a uniform review process and obtain the maximum degree of comparability, proposals must be organized and contain all information as specified below:

1. **Cover Letter.** Maximum of two pages serving as an executive summary which shall include an understanding of the scope of services.
2. **Brief Company Profile.** General company information including number of employees, location of company headquarters and branch offices, number of years in business and organization, disciplines, and staffing. Describe the general qualifications of the firm as they relate to the work proposed with this RFP.
3. **Organization and Staffing.** Provide a list of the Consultant's employees and agents which the consultant anticipates assigning to this project. This list shall include a summary of the qualifications, licenses, and experience of each individual; and the professional Planning level of work to be performed by each individual. Clearly identify the project manager, specify the role of subcontractors and describe the team's structure for leadership, support and accountability. The Village will retain under its agreement (see attached draft Agreement) the right of approval of all persons performing under the agreement.
4. **Project Description and Approach.** The proposal should demonstrate the Consultant's knowledge of the needs and objectives of the work proposed under this RFP. The proposal must include a clear and concise work plan for achieving the identified tasks and preparing the required deliverables. The discussion of each task must also be accompanied by an estimate of the cost and Consultant staffing requirements and timeline for completion for that specific task.
5. **Project Cost Proposal.** The cost proposal shall include the hourly rate for services. Include any sub-consultant's fee schedule, if applicable. This should include hourly billable costs of each team member: Senior Planner, Associate Planner, etc.
6. **Relevant Projects with References.** Provide at least three examples of similar work that the Consultant has completed. Specify the client, the date completed, the approximate cost of each example, the specific Consultant staff members contributing to the referee's work, and a electronic copy or direct link to the final deliverable (e.g. plan). Provide references for each project including the individual contact name, phone number, and e-mail address of project managers who are willing and able to comment on the proposed project manager's ability to produce a quality professional product on time and within budget.

OPTIONAL PRE-SUBMITTAL MEETING, QUESTIONS, AND CLARIFICATIONS

Every prospective proposer is invited to attend an **optional** Pre-Submittal Meeting scheduled for **Tuesday, December 13, 2022 at 2 p.m.** at the Village Hall Board Room, Village of Lake Bluff, 40 E. Center Avenue, Lake Bluff, IL, 60044 to review the scope of the Work and the project specifications. Prospective contractors may also participate via Zoom. Zoom information will be available on the Village website at **lakebluff.org/Procurement**.

All questions regarding this RFP shall be directed to Glen Cole, Assistant to the Village Administrator, at gcole@lakebluff.org. The Village reserves the right to make clarifications, corrections, or changes in this Request for Proposals at any time prior to the time proposals are no longer accepted. All known respondents or prospective respondents will be informed of said clarifications, corrections, or changes.

SUBMITTAL INSTRUCTIONS

One (1) digital PDF copy of the proposal must be submitted no later than **Wednesday, January 4, 2023 at 11 a.m.** to Glen Cole, Assistant to the Village Administrator, at gcole@lakebluff.org. Emails must be titled "COMPREHENSIVE PLAN RFP." All questions regarding this RFP shall be directed to Glen Cole, Assistant to the Village Administrator, at gcole@lakebluff.org.

PROPOSAL EVALUATION/SELECTION

The Village intends to engage the most qualified Consultant available that demonstrates a thorough understanding of the Village's needs and will use the following criteria to identify the proposal that, in its sole and absolute discretion, will be in the best interest of the Village and its residents:

- Understanding of Work to be Performed (the Scope of Services)
- Demonstrated Quality Firm and Professional Staff Technical Skill, Experience, Performance and Approach
- Firm's and Professional Staff References/Satisfaction of Clients
- Completeness and Quality of Proposal
- Cost Approach to performing this type of service

The Village anticipates interviewing the most competitive proposers and may negotiate components of both cost and scope before a recommendation is considered by the Village Board of Trustees.

FORM OF AGREEMENT

The Consultant shall be responsible for completing the specified services in accordance with the Village's Professional Services Agreement (see attachment).

RESERVED RIGHTS

The Village reserves the right to accept any and all proposals including the proposal that, in its sole and absolute judgement, is the best and most favorable proposal to the Village and its residents; to amend this RFP by addendum prior to the final proposal submittal date; to waive irregularities and informalities; and to request additional information necessary in order to evaluate the responsibility and responsiveness of proposers and their proposals, whether in the form of a presentation, interview, or consultation with references. All proposals shall become property of the Village and no payment or reimbursement will be made for any proposal submitted.

EXHIBIT A

FORM OF PROFESSIONAL SERVICES AGREEMENT

**VILLAGE OF LAKE BLUFF
PROFESSIONAL SERVICES AGREEMENT**

This **PROFESSIONAL SERVICES AGREEMENT (“Agreement”)** is dated as of the ____ day of _____, 2022, and is by and between the **VILLAGE OF LAKE BLUFF**, an Illinois home rule municipal corporation (“**Village**”), and the Consultant identified in Section 1.A of this Agreement.

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 perform to provide all necessary professional consulting services to perform the work in connection with the project identified below:

Consultant Name (“Consultant”): **CONSULTANT**

Address: **ADDRESS**

Telephone No.: **PHONE**

Email: **EMAIL**

Project Name/Description: **COMPREHENSIVE PLAN UPDATE**

Agreement Amount: **\$ _____.**

B. Project Description. The Project consists of all necessary tasks to prepare a new Comprehensive Plan for the Village that will guide future development and land-use decisions for the next 20 years including, but not limited to the preparation and execution of: public and stakeholder engagement activities; an existing conditions report; a statement of vision and goals; key recommendations, and a draft and final Comprehensive Plan; all as more fully described in the proposal attached to this agreement as **Exhibit A** and the Village’s Request for Proposals for the Project attached as **Exhibit B**.

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.

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 ("**Commencement Date**"). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services or upon the termination of this Agreement by the Village, but in no event later than the date that is days after the Commencement Date ("**Time of Performance**"). The Village may modify the Time of Performance at any time upon 15 days prior written notice to the Consultant. Delays caused by the Village shall extend the Time of Performance in equal proportion to the delay caused by the Village; provided, however, that the Consultant shall be responsible for completion of all work within the Time of Performance, notwithstanding any strike or other work stoppage by employees of either Consultant or of the Village.

D. Reporting. The Consultant shall regularly report to the Village Administrator, 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 paid by the Village for the Services pursuant to this Agreement shall not exceed the amount identified as the Agreement Amount in Section 1.A of this Agreement. No claim for additional compensation shall be valid unless made in accordance with Sections 3.D or 3.E of this Agreement.

B. Invoices and Payment. The Consultant shall submit invoices in an approved format to the Village for costs incurred by the Consultant in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the rates set forth in the Proposal. The Village shall pay to the Consultant the amount billed within 45 days after receiving such an invoice.

C. Records. The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the Village to inspect and audit all data and records of the Consultant for work done pursuant to this Agreement. The records shall be made available to the Village at reasonable times during the term of this Agreement, and for one year after the termination of this Agreement.

D. Claim In Addition To Agreement Amount.

1. The Consultant shall provide written notice to the Village of any claim for additional compensation as a result of action taken by the Village, within 15 days after the occurrence of such action.

2. The Consultant acknowledges and agrees that: (a) the provision of written notice pursuant to Section 3.D.1 of this Agreement shall not be deemed or interpreted as entitling the Consultant to any additional compensation; and (b) any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Section 8.A of this Agreement.

3. Regardless of the decision of the Village relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the work required to complete the Services under this Agreement, as determined by the Village, without interruption.

E. Additional Services. The Consultant acknowledges and agrees that the Village shall not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement ("**Additional Services**"), regardless of whether such Additional Services are requested or directed by the Village, except upon the prior written consent of the Village.

F. Taxes, Benefits, and Royalties. Each payment by the Village to the Consultant includes all applicable federal, state, and Village 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 claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty, or fee are hereby waived and released by the Consultant.

G. Final Acceptance. The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

SECTION 4. PERSONNEL; SUBCONTRACTORS.

A. Key Project Personnel. The Key Project Personnel identified in the Proposal 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, reassignment, or resignation.

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 in advance 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 this 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 and consistent with commonly accepted professional practices, 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: (1) to have been rightfully in the possession of the Consultant from a source other than the Village prior to the time of disclosure of such information to the Consultant pursuant to this Agreement ("***Time of Disclosure***"); (2) to have been in the public domain prior to the Time of Disclosure; (3) 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 (4) 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, 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 the 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. STANDARD OF SERVICES AND INDEMNIFICATION.

A. Representation and Certification of Services. The Consultant represents and certifies that the Services shall be performed in accordance with the 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 representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.

B. Indemnification. The Consultant shall, and does hereby agree to, indemnify, save harmless, and defend the Village against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or 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, or any failure to meet the representations and certifications set forth in Section 6.A of this Agreement.

C. Insurance. The Consultant shall provide, at its sole cost and expense, liability insurance in the aggregate amount of \$1,000,000, which insurance shall include, without limitation, protection for all activities associated with the Services. The insurance shall be for a minimum of \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage. The Consultant shall cause the Village to be named as an additional insured on the insurance policy described in this Section 6.C. Not later than 10 days after the Commencement Date, the Consultant shall provide the Village with either: (a) a copy of the entire insurance policy; or (b) a Certificate of Insurance along with a letter from the broker issuing the insurance policy to the effect that the Certificate accurately reflects the contents of the insurance policy. The insurance coverages and limits set forth in this Section 6.C shall be deemed to be minimum coverages and limits, and shall not be construed in any way as a limitation on the Consultant's duty to carry adequate insurance or on the Consultant's liability for losses or damages under this Agreement.

D. No Personal Liability. No elected or appointed official 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: (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and Consultant; or (2) 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 elected or appointed Village official, employee or agent has a personal financial interest in the business of the Consultant or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither Consultant nor any person employed or associated with Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Consultant nor any person employed by or associated with 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: (1) 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 (2) 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. Termination. Notwithstanding any other provision hereof, the Village may terminate this Agreement at any time upon 15 days 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, which shall be determined on the basis of the rates set forth in the Proposal.

E. Compliance With Laws and Grants.

1. **Compliance with Laws.** The 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: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; 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.* The Consultant shall also comply with all conditions of any federal, state, or local grant received by the Village or the Consultant with respect to this Agreement or the Services. Further, the Consultant shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act.

2. Liability for Noncompliance. The 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 the Consultant's, or any of its subcontractors, performance of, or failure to perform, the Services or any part thereof.

3. Required Provisions. Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

F. 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 after the effective date of termination.

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.

G. 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.

H. 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. For purposes of this Section 7.H, "vendors" shall mean entities engaged in subcontracts for the provision of additional services directly to the Village. The Village shall not be liable to any vendor or third party for any agreements made by the Consultant without the knowledge and approval of the Village Board of Trustees.

I. 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 and completion of the Services and with any other consultants engaged by the Village.

J. News Releases. The Consultant shall not issue any news releases, advertisements, or other public statements regarding the Services without the prior written consent of the Village Administrator.

K. 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 from the Village 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.

L. 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 Village Administrator;

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 remove the GIS Data from all of the Consultant's databases, files, and records; 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 compliance by the Consultant with this Section 7.L.3.e.

SECTION 8. GENERAL PROVISIONS.

A. Amendment. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the Village and the Consultant in accordance with all applicable statutory procedures.

B. Assignment. This Agreement may not be assigned by the Village or by the Consultant without the prior written consent of the other party.

C. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the Village, the Consultant, and their agents, successors, and assigns.

D. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. 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) four business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 8.D, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other 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 Lake Bluff
40 East Center Avenue.
Lake Bluff, Illinois 60044
Attention: Village Administrator

With a copy to:

ElrodFriedman LLP
325 North LaSalle Street, Suite 450
Chicago, Illinois 60654
Attention: Peter M. Friedman, Village Attorney

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

With a copy to:

E. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation 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 all terms and provisions of this Agreement.

H. Calendar 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.

I. Governing Laws. This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

J. Authority to Execute.

1. The Village. The Village hereby warrants and represents to the Consultant that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

2. The Consultant. The Consultant hereby warrants and represents to the Village that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

K. Entire Agreement. This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

L. Waiver. Neither the Village nor the Consultant shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village or the Consultant to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Village's or the Consultant's right to enforce such rights or any other rights.

M. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

N. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

O. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

P. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

Q. Exhibits. Exhibits A and B attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement shall control.

R. 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 rights, remedies, and benefits allowed by law.

S. 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement this _____ day of _____, 20__.

ATTEST:

VILLAGE OF LAKE BLUFF

By: _____
Village Clerk

By: _____
Village Administrator

ATTEST:

CONSULTANT

By: _____

By: _____

Title: _____

Its: _____

EXHIBIT A
CONSULTANT'S PROPOSAL

EXHIBIT B

VILLAGE REQUEST FOR PROPOSALS