



**REQUEST FOR PROPOSALS
FOR
COMPREHENSIVE PLAN SERVICES**

https://www.cityofgalena.org/en/departments/engineering/bid_documents/

| | | |
|-------------------------------------|-----------------------|--------------|
| RFP Issue Date | 12/04/2023 | 10:00 am CST |
| Last Date/Time for Questions | 1/31/2024 | 2:00 pm CST |
| Last Addendum Issued | 2/06/2024 | 2:00 pm CST |
| Proposals Due and Opened | 2/20/2024 | 10:00 am CST |
| Finalist Interviews | 3/4/2024 to 3/29/2024 | TBD |

Submit Questions To:
mmoran@cityofgalena.org

Submit Proposals To:
mmoran@cityofgalena.org

Note: This cover sheet is an integral part of the proposal documents and is, as are all of the following documents, part of any contract executed between the City of Galena and any successful Respondent.

Respondent Company Name *(please print)*

**CITY OF GALENA
NOTICE TO CONSULTANTS**

Notice is hereby given that the City of Galena ("City") will receive proposals until February 20, 2024 at 10:00 am, CST for Comprehensive Plan Services.

Description of Work

The proposed work is officially known as Comprehensive Plan Services, as further described in the **Background** and **Specifications** sections of this RFP.

Availability and Clarification of Documents

This RFP and any addendums will be posted on the City's website at:

https://www.cityofgalena.org/en/departments/engineering/bid_documents/

Any questions related to this RFP must be submitted in writing to Mark Moran, City Administrator, at mmoran@cityofgalena.org. Questions received by the City, including the City's responses will be consolidated and posted on the City's website.

The deadline for submitting questions is 2:00 pm local time 01/31/2024. Respondents will provide written acknowledgment of each addendum issued with their submitted proposal. Oral explanations will not be binding. No clarifications, interpretations or addenda shall be issued after 2:00 pm local time on 02/06/2024.

It is the sole responsibility of the Respondent to check the City's website to determine if an addendum has been posted.

Finalist Interviews

The City may, at its discretion, conduct interviews with one or more Respondents and their sub-consultants between 03/04/2024 and 03/29/2024.

Confidentiality

Submissions, in their entirety, are subject to the Illinois Freedom of Information Act and no part of the proposal will be considered confidential by the City.

PROPOSAL PREPARATION AND SUBMISSION

Preparation of Proposal Documents

The Respondent shall prepare the proposal using the attached forms furnished by the City.

Responses to the RFP shall be a single PDF file, strictly limited to fifty (50) pages, all inclusive. Respondent's proposal shall be single spaced, 12-point minimum font utilizing 8-1/2 x 11-inch pages. Submittals that exceed fifty (50) pages will be considered non-responsive.

The total proposal amount is to be shown in both words and figures where indicated. In case of a discrepancy between words and figures, the words shall prevail, unless it clearly appears in the City's opinion that the words rather than the figures are in error. Respondents are warned against making any erasures or alterations of any kind, and proposals which contain omissions, erasures, conditions, alterations, or additions will be considered non-responsive.

Conditions

Respondents are responsible for becoming familiar with all conditions, instructions, and contract documents governing this proposal, including the Contract terms attached in Appendix One (1). Submission of a proposal will be considered specific evidence of having performed the above. **Any exceptions to the contract document that you may have must be included on the Proposal Exception Sheet.** Failure to have read all the conditions, instructions and specifications of this RFP shall not be cause to alter the original proposal or to request additional compensation.

Conflict with Existing City Contracts

This Work shall be treated as a separate contract and not performed in conjunction with any existing contract(s) as currently held by the Respondent. Any Respondent that currently performs work for the City under an existing contract must agree to furnish additional professional staff and resources to guarantee the timeliness, quality and services currently rendered do not suffer in any way due to additional work contained in this contract.

Submission of Proposals

All proposals must be submitted electronically by email, or by USB flash drive if too large to email, by the specified opening date and time of the proposal. Proposals submitted after the specified date and time will not be accepted. Mailed proposals and proposals emailed to the City will not be accepted without prior written approval by the City.

Modify or Withdrawal of Proposals

Respondents may modify, withdraw or cancel their proposal at any time prior to the proposal opening date and time by email to the City Administrator. Emailed requests to modify, withdraw or cancel a proposal arriving after the specified proposal opening date and time will not be accepted. After the proposal opening date and time, no proposal shall be withdrawn or canceled for a period of ninety (90) calendar days. The successful Respondent shall not withdraw or cancel its proposal after having been notified by the City that said proposal has been accepted, subject to approval by the City Council.

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Qualifications of Respondents

Respondents must have the following minimum experience:

- a. Respondent's Firm or Company must have three years' experience as a continuously operating entity engaged in the performance of similar work.
- b. One (1) or more members of the professional staff must be a Certified Planner through the American Institute of Certified Planners; or the proposed project manager must have at least three (3) years of equivalent experience developing Comprehensive Plans for local government agencies of equivalent size to the City or larger.

Consideration of Proposals

The Work may be awarded to the responsible Respondent who submits the responsive proposal that is most advantageous to the City. The City reserves the right to waive any technicalities, irregularities or award in part or in whole or to not award at all, reject any and all proposals, and may order a re-advertisement for new proposals or whatever other action is in the best interest of the City.

Failure on the part of the successful Respondent to execute a contract within thirty (30) calendar days of its receipt shall be considered just cause to withdraw the award.

If the proposal does not meet the entire City Specifications as described herein but does substantially meet the requirements, the Respondent should indicate, in writing on the Proposal Exception Sheet, all deviations from the Specifications. The Specifications included in this RFP are to be considered the minimum specifications to perform the Work.

Disqualification of Proposals

The following may be cause for disqualification of proposals:

- a. Prices excessively high and/or exceed monies available for the intended work;
- b. Failure to offer to meet specified delivery or performance schedules;
- c. Failure to price out the proposal in conformance to the required format; or qualification of price to protect the Respondent from unknown future market conditions;
- d. Rights of the City limited under any contract clause;
- e. Reasonable basis to suspect either conflict of interest or collusion among Respondents;
- f. Respondent fails to submit required information, literature, or affidavits with proposal;
- g. Late proposals;
- h. Failure of any authorized person to sign any required forms or to sign the proposal;
- i. Respondent is prohibited by federal, state, county or local law from entering into public contracts;
- j. Respondent is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City;
- k. Respondent has failed to perform faithfully any previous contract with the City; and
- l. Anything to be in violation of the procurement policies and procedures for the City of Galena.

Competency of Respondent

The Respondent, if requested in writing, must present within five (5) business days, evidence satisfactory to the City of ability and possession of the necessary facilities, equipment, personnel, prior experience, financial resources, and/or certificates of insurance.

BACKGROUND

History

The City of Galena, founded in 1826, situated in the rugged hills of northwestern Illinois, home to nine Civil War generals, including the most prominent Civil War general, Ulysses S. Grant, 18th President of the United States, is recognized by political leaders, travel writers, visitors, and its residents as a national treasure. A sampling of the recent accolades is available here: <https://www.visitgalena.org/media/media-accolades/>.

Galena's charm and physical beauty are serendipitous. Galena lies in the unglaciated area of Illinois that escaped being flattened by glaciers thousands of years ago. The city was therefore built more on a vertical than horizontal plane. When a Galenian speaks of going "downtown," the meaning is to be taken literally, for the hillsides are filled with hundreds of homes high above the commercial district that lies along the west side of the Galena River.

Early settlers were drawn to the area by the rich deposits of lead ore buried in the hillsides. Transportation by boat down the Galena River to the Mississippi River, three miles to the south, and onward to St. Louis and the Ohio River made extracting the lead ore commercially viable. Within three decades of Galena's founding, the population had grown to 9,000 and to over 14,000 by the 1860s. The wealth that was created in those early years permitted the construction of substantial homes high above the river. Today, these homes are exquisite examples of well preserved, 19th century, Italianate, Victorian, and Federal architecture. These enduring structures can be viewed from an infinite number of perspectives as one walks the hills of Galena or climbs the many steps leading up from the downtown. From the tops of these steps, one can look down to the tops of rising church spires. In the early years, fire consumed many of the early wooden structures in the downtown. They were replaced by brick buildings which today stand as testaments to the craftsmanship of Galena tradesmen. In the post Civil War period, the Galena River silted in, the railroad came, the city's role as a thriving port was lost, the demand for lead decreased, and Galena went into a century of economic decline shrinking to 5,000 people by the 1950s and to about 3,300 today.

Galena Today

Ironically, Galena's economic troubles prevented the city from modernizing. The community kept its narrow streets, original commercial district, wonderful, old homes including a home given by grateful citizens to General Grant after the war. Today, Galena is believed to be the third most popular tourist destination in Illinois behind Chicago and Springfield. People come to Galena to enjoy the natural and man-made beauty, to learn about the significant role Galena and its citizens played in the development of the country, and to enjoy 21st century shopping, dining, and recreation experiences in an authentic, 19th century environment. Galena has once again become a vital and vibrant commercial center.

Galena's status as a national treasure is coupled with its reputation as a small, safe, Midwestern American town with all the values inherent in that designation. This unique position provides great promise, significant responsibility, and many challenges.

The promise in Galena's status is the potential for the community to provide a quality of life for its residents that most towns of its size cannot afford. This promise is made possible by the existence of a pool of talented entrepreneurs that has been drawn to Galena by the opportunities that throngs of visitors bring to the

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community, the significant tax revenues that accrue to local government from the trade generated by a dynamic tourism industry, and by Galena's ability to attract the attention of state and federal agencies for grant funding. Moreover, a significant population of men and women are moving to Galena to retire bringing with them significant wealth and life experiences that enrich the community financially and socially. Additionally, with the COVID-19 pandemic, Galena began welcoming many new younger individuals and families looking to retreat from larger cities to a high quality of life where working remotely from home is an option. The availability of high-speed fiber internet throughout the community made these transitions possible.

The responsibility that rests on the citizens of Galena is to preserve its heritage for future generations. That this heritage was preserved for us is, in large part, the result of a happy accident of history. Galena residents simply lacked the wherewithal to change their town for over a century. Now, change is possible and inevitable, and our responsibility is to manage that change in ways that preserve our architectural and historical heritage and the quality of small town life that so many find so appealing.

While Galena is a unique community, it has one point in common with all other municipalities: change. Over the last 70 years, The City has witnessed the rebirth of its downtown, the revitalization of its economy, and the beginnings of renewed residential growth. The City, while small in size, has the issues and opportunities of a much larger community.

The residents of Galena feel very strongly about the historical and natural attributes of their community. More than 60% of the buildings in the City lie within one of the nation's largest National Historic Districts. Some of the primary historical and natural resources include the home of President Ulysses S. Grant, Horseshoe Mound, Gateway Park, the U.S. Customs House and Post Office, the Illinois Central R.R. Passenger Depot, the Galena River, Turner Hall, and one of only two remaining working Blacksmith shops in the State of Illinois. Preservation of these resources and other similar assets in the surrounding region is one of the primary concerns of the citizens of the City of Galena.

All of these assets have helped the City to become a thriving place for residents, visitors, and businesses. They have also led to the development of concerns. The City has a desire to maintain a "small town" image, however, this small town faces the pressures that come with the large number of tourists and the desirability of Galena as a location for investment. The level of tourism has also led to challenges with traffic, access, and parking. A recent development proposal for a mixed-use resort on the edge of the community accentuated the challenges of addressing change and the diversity of opinions about the proper type and intensity of change.

The City has not undertaken a major update of its Comprehensive Plan since 2003. While specific situations may change over time, the long term goals have generally remained unchanged. They include strengthening tourism and diversifying the economy, preserving the region's natural resource base, protecting and maintaining the historical structures and character within the community, providing adequate housing to support the workforce, improving access and transportation in and around the City, offering public spaces for outdoor recreation, striving for sustainability, and collaborating with regional local governments for the betterment of all.

INSTRUCTIONS TO RESPONDENTS ON COMPLETING FORMS

The following proposal forms must be filled out completely, executed by an authorized agent and included in the proposal per the Submission of Proposal instructions included herein.

PROPOSAL SUBMISSION CONTENT

in this order

| |
|---|
| <input type="checkbox"/> Proposal Cover Sheet ⁽²⁾ |
| <input type="checkbox"/> This Instructions To Respondents Sheet ⁽²⁾ |
| <input type="checkbox"/> Respondent Information Sheet ⁽²⁾ |
| <input type="checkbox"/> Respondent's Transmittal Letter ⁽¹⁾ |
| <input type="checkbox"/> Specifications - Project Goal & Objectives |
| <input type="checkbox"/> Specifications - Scope of Work |
| <input type="checkbox"/> Statement of Qualifications |
| <input type="checkbox"/> Summary Proposal Hours & Fees |
| <input type="checkbox"/> Detailed Project Timeline, Hours & Fees |
| <input type="checkbox"/> Reference Form |
| <input type="checkbox"/> Proposal Exceptions Sheet(s) ⁽²⁾ |
| <input type="checkbox"/> Proposal Affirmation and Certification Pages ⁽²⁾ (signed) |
| <input type="checkbox"/> Certification of Compliance ⁽²⁾ (signed) |

⁽¹⁾ The Transmittal Letter shall briefly demonstrate the Respondent's understanding of the work to be performed and explain why the Respondent's believes that it is best qualified to perform the services.

⁽²⁾ Pages excluded from the fifty (50) page count limit.

SUCCESSFUL RESPONDENT ONLY

The **successful** Respondent will be required to execute the Contract included in Appendix One to this RFP. These documents **SHOULD NOT** be completed at the time of proposal submission.

RESPONDENT INFORMATION SHEET

Company Name: _____

DBA: _____

Address: _____

City, State, Zip: _____

Contact Name: _____

Phone Numbers: _____

Email: _____

Website: _____

Federal Employer Identification # (FEIN): _____

IL Secretary of State File #: _____

IL Department of Employment Security #: _____

IL Department of Revenue Registration #: _____

IL Department of Professional Regulation #: _____

Please include an explanation for any blank or "n/a" responses above.

Please indicate below how your company heard about this RFP. Select all that apply.

- Email from the City of Galena
- www.cityofgalena.org
- Other _____

SPECIFICATIONS

Project Goal

The goal of this project is to facilitate and guide the City through the Comprehensive Plan review process resulting in a New Comprehensive Plan to guide the City's land use decisions for at least the next twenty (20) years.

Project Objectives

The City's project objectives are to:

1. Update the existing Comprehensive Plan elements to allow the new Comprehensive Plan to serve the City into the future.
2. Incorporate, at a minimum, the following elements into the new Comprehensive Plan:
 - a. Community Profile and Character
 - b. Institutions – Schools, Places of Worship, Governmental etc.
 - c. Public and Community Facilities and Services
 - d. Development of Community Health Resources
 - e. Economic Development
 - f. Housing
 - g. Recreational, Historical and Cultural Resources
 - h. Business and Commerce
 - i. Environmental Sustainability and Climate Resiliency
 - j. Natural Resources, Parks, Recreation and Open Space
 - k. Transportation – Including Active and Multi-Modal
 - l. Intergovernmental Cooperation
 - m. Land Use
 - n. Annexations
3. Address the impact of the advances in technology that have impacted how City residents work, live, shop, and play; and the increased community focus on how land use impacts environmental sustainability, transportation, and high-quality housing affordable to all City residents.
4. Develop a "Sub-area" Plan for the north end, including the possible expansion of the Industrial Park and the development of the Galena Scenic Meadows property.

SPECIFICATIONS

(CONTINUED)

Scope of Work

Provide a typical list of tasks associated with projects of this size and provide a narrative describing the purpose of the task and indicate the following:

1. Approach used to complete the task.
2. Information needed from the City.
3. Issues to be considered to complete.
4. Staff person(s) who will complete the task.
5. Estimated level of effort in hours broken down by subtasks and each team member's effort.

The detailed task list should also include, at a minimum, the following:

1. Community Engagement and Public Communication
 - a. Stakeholder interviews
 - b. Focus groups
 - c. Online presence including a dedicated website and social media
 - d. Community forums
 - e. Outreach activities at community events
 - f. Public meetings
 - g. Board and commission meetings
 - h. Attendance at community group meetings
 - i. Open houses
 - j. Preference surveys (explore the use of the Polco community engagement platform)
 - k. City print, email, and online communications

With the City's input, a list of stakeholders will be created. It will be paramount that the outreach strategy reaches all interested community members and creates a plan that is a representation of the community and supported by the community.

SPECIFICATIONS

(CONTINUED)

2. Board and Commission Involvement

The City's five-person Planning Commission will be leading the development of the Plan, with support from the City Planning Department. While it is expected that the Respondent will develop and lead the community engagement process and draft the plan, support from the Planning Department will be provided as needed.

The City has Boards and Commissions that will also participate in drafting of the Plan. The following Boards and Commissions will be expected to provide insight into elements of the Plan that overlap their mission:

- a. Zoning Board of Appeals
- b. Historic Preservation Commission

3. Data Collection and Evaluation

The selected Respondent will collect data, evaluate existing conditions, and review existing City plans, studies and reports as necessary to develop the plan.

4. Sub-Area Plans

The Galena Industrial Park has been built-out to near capacity with limited land available for additional development. The Plan should address expanding the industrial park, land uses, and design elements.

The Galena Scenic Meadows Subdivision was approved in the late 1990s and includes Walmart, Murphy Gas, Hartig Drug, Medical Associates Clinic, Subway, Galena Chrysler, and a soon-to-open car wash and Tractor Supply Store. The Plan should address expanding the development to the east, land uses, and design elements.

SPECIFICATIONS

(CONTINUED)

5. Project Deliverables

The Respondent will:

- a. Provide project management.
- b. Manage community engagement.
- c. Provide regular status reports to the Planning Commission, Planning Department and City Council.
- d. Coordinate with City staff.
- e. Hold meetings with Planning Commission to present and discuss study results and drafts.
- f. Produce a draft and then final report that includes all minimum elements outlined in the Specifications, related recommendations, and strategies for implementation.
- g. Present a draft and then final report and recommendations to the Planning Commission and City Council.
- h. Provide a high definition “print ready” electronic copy of the final report and a second copy to be published on the City’s website with active html links as considered necessary.

6. Relevant City Plans & Data Sources

- a. Comprehensive Plan (2003)
https://www.cityofgalena.org/en/city_services/maps_and_plans/
- b. Capital Improvement Plan (2022)
https://www.cityofgalena.org/documents/filelibrary/top_tabs/city_services/maps/FY_24_Capital_Improvement_Plan_D9D1BDFF661E5.pdf
- c. Developing an Efficient and Holistic Parking System Report (2019)
https://www.cityofgalena.org/documents/filelibrary/top_tabs/city_services/parking/Parking_System_Report_091219_B5B1392FA4D47.pdf
- d. Jo Daviess County Housing Study (2023)
<https://www.nwiled.org/pdf/doc-jo-daviess-county-housing-study-2022-1674159758.pdf>
- e. Galena Subdivision Ordinance
https://codelibrary.amlegal.com/codes/galena/latest/galena_il/0-0-0-35502
- f. Galena Zoning Ordinance (2005 With Updates and Zoning Map)
https://codelibrary.amlegal.com/codes/galena/latest/galena_il/0-0-0-35867#JD_chapter154

https://www.cityofgalena.org/documents/filelibrary/top_tabs/departments/zoning/maps/City_ofGalena_ZoningMap2022_2BB42FF99AFBD.pdf

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STATEMENT OF QUALIFICATIONS

Provide a detailed statement summarizing your understanding of this project, scope of work to be performed and any items that may require special attention or detail.

In addition, in a concise and narrative form, demonstrate your firm's specific relevant experience in the performance of similar work on projects on which the proposed project manager has successfully managed similar projects. For all projects referenced, the services must have been performed, or are currently being performed, by the Respondent within the last five (5) years.

The information outlining the services performed or currently being performed shall include, but not be limited to:

- a. Description of services provided by your Firm.
- b. Start and end / projected end dates of services performed.
- c. Contract value (total value of services performed by you and your sub consultant).
- d. Project manager for project.
- e. Key personnel involved in project.
- f. Subcontractors and other entities assisting with project.
- g. Indicate whether said projects were completed on schedule and within budget.
- h. The staff hours of full and part time labor expended in the performance of the contract.

Technical Approach

Provide a detailed description of the proposed technical approach to be taken for performance of the required services for each task in the Scope of Work, and a schedule for completion of said tasks, including milestones associated with each task. The schedule shall be developed based on the overall Scope of Work. Factors addressed in your technical approach shall include, but are not limited to, your proposed methodology and strategy for performing the Work, as well as any specific software or other technology you may employ in the performance of the Work.

Staff Capabilities (Prime/Sub)

List the name(s), title(s) and provide detailed resumes of all personnel (including Sub-consultants, if any) who will be assigned to perform the Work requested.

The resumes shall include, but not be limited to, the following:

- a. Educational background.
- b. Chronological history of employment.
- c. Previous work relevant to this assignment.
- d. Length of time on the relevant assignments.
- e. Relevant licenses and/or certifications.
- f. Years of experience in the field related to the tasks for which the individual will be responsible.

Past Performance (references)

Provide at least three references for similar Work completed or in process using the Reference Form included herein.

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SUMMARY PROPOSAL HOURS & FEES

_____ hereby agrees to furnish to the City all necessary equipment, materials and labor to complete the Work as outlined below in accordance with the provisions, instructions and Specifications described herein for the following not-to-exceed cost as follows:

| | Hours | Fees |
|--------------------------------|--------------|-------------|
| Develop Comprehensive Plan | _____ | \$ _____ |
| Industrial Park Sub-area Plan: | _____ | \$ _____ |
| Scenic Meadows Sub-area Plan: | _____ | \$ _____ |
| Total | _____ | \$ _____ |

TOTAL PROPOSAL FEES AMOUNT IN WORDS:

DETAILED PROJECT TIMELINE HOURS & FEES

Indicate the hours required by each team member and their hourly billing rate. Break down all costs by task and labor category and break out reimbursable direct costs separately.

Provide a detailed timeline for each component of work along with the proposed hours and fees. Break down the estimated costs by individual components of your Firm's proposed work plan and by each sub-area plan included herein.

The City will use the cost break downs to determine which if any components of the proposed Scope of Work may be eliminated for budgetary reasons.

The City is also looking for the successful respondent to provide an estimated number of meetings, open houses, and outreach activities that will be necessary to create the new Comprehensive Plan.

The estimated hours and cost of the Industrial Park Sub-area Plan and the Scenic Meadows Sub-area Plan should be broken out in the proposal.

REFERENCE FORM

List three municipal clients for whom comparable services were performed. Attach additional pages if necessary.

Contact Name _____

Title _____

Phone Number _____

Email Address _____

Project Title _____

Respondent's Project Mgr. _____

Project Start / End Dates _____

Total Project Hours _____

Link to Example Deliverables _____

Contact Name _____

Title _____

Phone Number _____

Email Address _____

Project Title _____

Respondent's Project Mgr. _____

Project Start / End Dates _____

Total Project Hours _____

Link to Example Deliverables _____

Contact Name _____

Title _____

Phone Number _____

Email Address _____

Project Title _____

Respondent's Project Mgr. _____

Project Start / End Dates _____

Total Project Hours _____

Link to Example Deliverables _____

PROPOSAL EXCEPTION SHEET

The successful Respondent’s proposal will be attached in its entirety as Attachment One to the Contract Document in Appendix One of this RFP. Any and all exceptions to the Specifications timing, quantities, units of measure, materials, equipment, Affirmations, Certifications, Contract Document terms and conditions and/or any other part of this RFP **MUST** be clearly and completely indicated below.

EXCEPTIONS TAKEN: NO YES (List below)

Attach additional pages if necessary.

PROPOSAL AFFIRMATION AND CERTIFICATION

IN SUBMITTING THIS PROPOSAL, RESPONDENT AFFIRMS THAT IT:

1. Has carefully examined all of the documents included in this RFP, including Addenda Nos. _____ (if none, write "NONE") and accepts the terms and conditions therein.
2. Is familiar with the federal, state, county, and local laws and regulations that may affect cost, progress, performance, and the furnishing of the Work.
3. Is aware of the general nature of work, if any, to be performed by the City or others that may relate to Work for which this proposal is submitted as indicated in the RFP.
4. Will cooperate with the appropriate City personnel to supply all the necessary information to complete a background investigation, if required by the City, of the principals of the Respondent and all employees who will perform the Work on behalf of the respondent. The City, at its sole discretion, may disqualify any respondent and may void any contract previously entered into with the respondent based upon its background investigation.
5. Understands that this proposal, in its entirety, is subject to the Illinois Freedom of Information Act and that no part of the proposal will be considered confidential by the City.
6. Respondent affirms that the prices quoted herein include all equipment, materials, labor, services, personnel, tools, machinery, utilities, supplies, insurance, bonds, supervision, overhead expense, profits, appliances, transportation and delivery charges, licenses, permits, facilities and incidentals reasonably inferred as necessary to complete the Work in a timely and workmanlike manner all in accordance with Specifications as described herein.
7. Has given the City written notice of all conflicts, errors, ambiguities, or discrepancies that Respondent has discovered in the RFP, if any, and the written resolution thereof by the City is acceptable to Respondent. The RFP is generally sufficient to indicate and convey an understanding of all terms and conditions for performing and furnishing the Work for which this proposal is submitted.

FURTHER, IN SUBMITTING THIS PROPOSAL, RESPONDENT CERTIFIES THAT:

8. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other respondent or with any competitor;
9. Unless otherwise required by law, the prices which have been quoted in the proposal have not knowingly been disclosed by Respondent, prior to opening, directly or indirectly to any other respondent or to any competitor;

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- 10. This proposal has not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; and,
- 11. Has not directly or indirectly induced or solicited any other respondent to submit a false or sham bid; has not solicited or induced any person, firm or corporation to propose or refrain from proposing; and has not sought by collusion to obtain for itself any advantage over any other respondent or over the City.
- 12. They are familiar with all conditions, instructions, and contract documents governing this proposal, including the Contract terms attached in Appendix One, and that any exceptions to the Contract terms are included on the Proposal Exception Sheet.
- 13. They understand that any contract entered into with the City is non-exclusive and does not prevent the City from employing similar consultants to perform the same or similar type Work.

SIGNED AND SWORN THIS _____ DAY OF _____, 2024

Entity Name: _____

Entity Type: (circle one) Individual, d/b/a, Corporation, LLC, LLP, Joint Venture, Partnership, Other

Authorized Signature: _____

Name / Title: (Print) _____

Mailing Address: _____

City/State/Zip: _____

Phone / Email: _____

CERTIFICATION OF COMPLIANCE

DESCRIPTION: Comprehensive Plan Services

_____, having been duly sworn, depose and states as follows:

Having submitted an offer for the above goods and/or services, We hereby certify that: *(initial all that apply)*

PLEASE CHECK ALL APPLICABLE BOXES

BARRED FROM BIDDING: We are not barred from bidding on these goods and/or services as a result of a violation of either 720 ILCS 5/33E or of any similar statute of another state or a federal statute containing the same or similar elements.

SEXUAL HARASSMENT: We have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).

PAYMENT OF TAXES: We are not delinquent in the payment of any tax administered by the Illinois Department of Revenue; or if we are, it: (a) is contesting its liability for the tax or the amount of tax in accordance with procedures established by the Approved Revenue Act; or (b) has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

EQUAL PAY ACT: Consultants, and all subcontractors thereof, shall at all times comply with the provisions of the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, *et seq.*

CONFINED SPACE ENTRY: We will comply with all requirements of 29 CFR Part 1910 Permit Required for Confined Spaces for General Industry; including Section 1910.146(c) (9) "In addition to complying with the permit space requirements that apply to all employers, each Consultant who is retained to perform permit space entry operations shall: (a) obtain any available information regarding permit space hazards and entry operations from the host employer; (b) coordinate entry operations with the host employer, when both host employer personnel and Consultant personnel will be working in or near permit spaces, as required by paragraph (d)(11); and (c) inform the host employer of the permit space program that the Consultant will follow and of any hazards confronted or created in permit spaces, either through a debriefing or during the entry operation."

DRUG-FREE WORKPLACE: We will comply with all requirements Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) *et. Seq.* entitled "Drug Free Workplace Act"; we will provide a drug-free workplace by:

- 1) Publishing a statement:
 - a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's of Consultant's workplace.
 - b) Specifying the actions that will be taken against employees for violations of such prohibition.
 - c) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - i) Abide by the terms of the statement; and
 - ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
- 2) Establishing a drug free awareness program to inform employees about:
 - a) the dangers of drug abuse in the workplace;
 - b) the grantee's or Consultant's policy of maintaining drug free workplace;
 - c) any available drug counseling, rehabilitation, and employee assistance program; and
 - d) the penalties that may be imposed upon employees for drug violations.
- 3) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

Galena, Illinois Comprehensive Plan RFP

- 4) Notifying the contracting agency within 10 days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
- 5) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5) of the Act.
- 6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required, and indicating that a trained referral team is in place.
- 7) Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.
- 8) Failure to abide by this certification shall subject the Consultant to the penalties provided in Section 6 (30 ILCS 580/6) of the Act.

NATIONAL SECURITY/USA PATRIOT ACT: We represent and warrant that, pursuant to the requirements of the USA Patriot Act and applicable Presidential Executive Orders, neither we nor any of our principals, shareholders, members, partners, or affiliates, as applicable, as a person or entity are named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that we are not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. We further represent and warrant that we and our principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

We further represent and warrant we are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that we are not engaged in this transaction directly or indirectly on behalf of or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

We hereby agree to defend, indemnify, and hold harmless the City of Galena, its Corporate Authorities, and all City of Galena elected or appointed officials, officers, employees, agents, representative, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warrant.

Galena, Illinois Comprehensive Plan RFP

EQUAL EMPLOYMENT OPPORTUNITY: In the event of the Consultant's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Consultant agrees as follows:

- 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.
- 4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Consultant's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Consultant in its efforts to comply with such Act and Rules, the Consultant will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 5) That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.
- 6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.
- 7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Consultant will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Consultant will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Galena, Illinois Comprehensive Plan RFP

ILLINOIS PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT

- 1) Discrimination in employment prohibited: (a) No person shall be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, or other political subdivision or agency thereof (b) The Illinois Human Rights Act applies to all contracts identified in subsection (a). 10/2. Deemed incorporated in contract: The provisions of this Act shall automatically enter into and become a part of each and every contract or other agreement hereafter entered into by, with, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, providing for or relating to the performance of any of the said work or services or of any part thereof.
- 2) Includes independent contractors, etc.: The provisions of this Act also shall apply to all contracts entered into by or on behalf of all independent contractors, subcontractors, and any and all other persons, association or corporations, providing for or relating to the doing of any of the said work or the performance of any of the said services, or any part thereof.
- 3) Deduction from compensation: No Consultant, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the State or for any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the Consultant by the State of Illinois or by any municipal corporation thereof, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Act.
- 4) Recovery by injured person: Any person, agency, corporation or association who violates any of the provisions of this Act, or who aids, abets, incites or otherwise participates in the violation of any of the provisions, whether the violation or participation therein occurs through action in a private, public or in any official capacity, shall be guilty of a petty offense for each and every violation or participation therein with respect to each person aggrieved thereby, to be recovered by each such aggrieved person, or by any other person to whom such aggrieved person shall assign his cause of action, in the circuit court in the county in which the plaintiff or the defendant shall reside.
- 5) Violations; punishment: Any person who or any agency, corporation or association which shall violate any of the provisions of the foregoing sections, or who or which shall aid, abet, incite or otherwise participate in the violation of any of the said provisions, whether the said violation or participation therein shall occur through action in a private, in a public, or in any official capacity, shall also be deemed guilty of a petty offense for each and every said violation or participation or, in the case of non-corporate violators, or participants, of a Class B misdemeanor.
- 6) To be inscribed in contract: The provisions of this Act shall be printed or otherwise inscribed on the face of each contract to which it shall be applicable, but their absence therefrom shall in no wise prevent or affect the application of the said provisions to the said contract.
- 7) Partial invalidity; construction: The invalidity or unconstitutionality of any one or more provisions, parts, or sections of this Act shall not be held or construed to invalidate the whole or any other provision, part, or section thereof, it being intended that this Act shall be sustained and enforced to the fullest extent possible and that it shall be construed as liberally as possible to prevent refusals, denials, and discriminations of and with reference to the award of contracts and employment thereunder, on the ground of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin.

Galena, Illinois Comprehensive Plan RFP

PLEASE CHECK THE APPLICABLE BOX

There are no conflicts of interest: and in the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, you, your firm or your firm's ownership, management or staff will immediately notify the City of Galena in writing. A conflict of interest means that because of other activities or relationships, your firm or any person within the firm is unable or potentially unable to render impartial assistance or advice to the City of Galena, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair advantage.

There is an affiliation or business relationship between you, your management or staff, your firm, or your firm's ownership, and an employee, officer, or elected official of the City of Galena who makes recommendations to the City of Galena with respect to expenditures of money, employment, and elected or appointed positions. Provide any and all affiliations or business relationships that might cause a conflict of interest or any potential conflict of interest. Include the name of each City of Galena affiliate with whom you, your firm, or your form's ownership, management or staff, has an affiliation or a business relationship.

PLEASE CHECK THE APPLICABLE BOX

- We have a good safety record with OSHA.
 - We have had an OSHA violation within the past 5 years. (Attach explanation)
-

Federal Employer Identification # (FEIN): _____
IL Secretary of State File #: _____
IL Department of Employment Security #: _____
IL Department of Revenue Registration #: _____
IL Department of Professional Regulation #: _____

SIGNATURE OF PARTY AUTHORIZED TO EXECUTE THIS AGREEMENT

By: _____
(Signature)

By: _____
(Print Name and Title)

d/b/a _____

Business address: _____

Business Phone #: _____

Cell Phone #: _____

E-Mail Address: _____

APPENDIX ONE

SUCCESSFUL RESPONDENT ONLY

The **successful** Respondent will be required to execute the Contract included in Appendix One to this RFP. These documents **SHOULD NOT** be completed at the time of proposal submission.



**CITY OF GALENA
101 Green Street
Galena, IL 61036**

A Contract For:

Comprehensive Plan Services

With:

**Tbdvname
Tbdvaddress
Tbdvcitystatezip**

Note: This cover sheet is an integral part of the contract documents, as are all of the following documents, and are a part of this contract as executed between the City of Galena and **Tbdvname. Do not detach any portion of this document. Invalidation could result.**

Galena, Illinois Comprehensive Plan RFP

1. The intent of the Agreement (“Agreement” or “Contract”) is to develop a Comprehensive Plan for the City of Galena (“City”) (“Comprehensive Plan Services” or “Work”) per the Specifications in Attachment One (“Attachment One”) of this document. The Agreement is for the proposal offered by **Tbdvname** (“Consultant”) to the City of Galena (“City”).
2. This Addendum is made pursuant to the proposal dated _____, _____, 2024 attached as Attachment One. Together this Addendum and Attachment One shall comprise the Agreement between the parties.
3. Incorporation. This Addendum is incorporated into Attachment One and the Agreement shall not be effective unless this Addendum is also executed by the Parties.
4. Total Contract Amount. The total amount of the Contract shall not exceed \$_____, including expenses.
5. Payment. Consultant shall submit invoices by email to mmoran@cityofgalena.org. Invoices may also be sent by mail to the City of Galena, Finance Department, 101 Green Street. Payment of invoices will be due within 30 days of completion of the Work, acceptance of the Work by the City and receipt at either mmoran@cityofgalena.org or at the above mailing address
6. Tax Exempt. The City is a tax-exempt municipality. The City’s Department of Revenue Tax Exempt ID # is E99961725. Consultant shall not charge the City any tax incurred by the Consultant for these services.
7. Scope of Work. The scope of Work sought by the City shall include the provision of all required labor, materials, equipment and expertise related to the Work as outlined in Attachment One.
8. Coordination of Work. Consultant shall be in charge of and responsible for the coordination, scheduling, performance, and sequence of all elements of the work unless otherwise stated.
9. Supervision of Work. Consultant shall properly supervise the performance of the Work so as to ensure its completion in a timely manner, safely, accurately, and in accordance with the requirements of the contract documents. Consultant shall be fully responsible and assumes liability for the acts and omissions of all persons directly or indirectly employed by, or working at the direction of, the Consultant in the completion of the work.
10. Quality of the Work. Consultant shall perform all Work required of it under this Contract with that degree of skill, care and diligence normally shown by a Consultant performing Work of a scope and purpose and magnitude comparable with the nature of the Work to be provided under this Contract.
11. Timing of Work. No Work shall be done prior to the receipt of a mutually agreed to and signed contract and a City Purchase Order signed by the City’s purchasing manager.
12. Limitation of Remedy. City’s liability to Consultant for breach of this Contract shall be limited to amounts due for acceptable goods and services already received or performed and not paid for, not to exceed the Total Contract Amount.

Galena, Illinois Comprehensive Plan RFP

13. Relationship of the Parties. The Consultant shall act as an independent Consultant in providing and performing all work. Nothing in or done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the City and the Consultant; or (2) to create any relationship between the City and any subcontractor of the Consultant.

14. No Collusion. The Consultant represents and certifies that this Contract is made by the Consultant without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Contract, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the City for all loss or damage that the City may suffer, and this Contract shall, at the City's option, be null and void.

15. Licensure and Compliance with Laws. Consultant represents that it has all necessary licenses and permits to perform its services in the State of Illinois and the City of Galena, and that at all times it shall comply with applicable law, including the Fair Debt Collection Practices Act. Consultant shall review and where appropriate certify its compliance with certain laws as provided for in the Certification of Compliance attached.

16. Amendment. No amendment or modification to the Contract shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed by both the City and the Consultant.

17. Assignment. The Contract may not be assigned by the City or by the Consultant without the prior written consent of the other party.

18. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

| | | |
|-------------------|--------------------|------------------------|
| <u>Consultant</u> | <u>City</u> | <u>with a copy to:</u> |
| Tbdvname | City Administrator | City Attorney |
| Tbdvaddress | City of Galena | City of Galena |
| Tbdvcitystatezip | 101 Green Street | 101 Green Street |
| | Galena, IL 61036 | Galena, IL 61036 |

19. Binding Effect. The terms of this Contract shall bind and inure to the benefit of the parties hereto and their agents, successors, and assigns.

20. No Third Party Beneficiaries. No claim as a third party beneficiary under the Contract by any person, firm, or corporation other than the Consultant shall be made, or be valid, against the City.

21. Waiver. No waiver of any provision of the Contract shall be deemed to or constitute a waiver of any other provision of the Contract (whether or not similar) nor shall any such waiver be deemed to constitute a continuing waiver unless otherwise expressly provided in this Contract.

Galena, Illinois Comprehensive Plan RFP

22. Consultant's Insurance Requirements. At the time of execution of the Agreement, Consultant shall furnish to the City satisfactory proof of the required insurance coverage stated below. Such proof shall consist of certificates executed by the respective insurance companies together with executed copies of an "Additional Insured Endorsement" provided on standard Insurance Service Office ("ISO") forms which shall be made a part hereof. Use of "manuscript" or other non-standardized ISO forms is not acceptable. Said certificates shall expressly provide that, for the duration of the Agreement, the insurance policy shall not be suspended, cancelled, or reduced in coverage or amount. In addition, said certificates shall name the City and its corporate authorities, officers, agents and employees as additional insured's on all required insurance policies.

Consultant shall procure and maintain without interruption from the time of the execution of the Contract until final payment, insurance against all claims for injury to or death of a person or persons or damage to property, which may arise wholly or in part from the performance of the work hereunder by Consultant or its subcontractors. The scope of coverage shall be at least as broad as, and shall be in amounts not less than, the following:

- a. Commercial General Liability, \$1,000,000 combined single limit per occurrence for personal bodily injury and property damage. The general aggregate shall be no less than \$2,000,000;
- b. Umbrella Coverage, \$2,000,000 per occurrence;
- c. Business Auto Liability, \$1,000,000 combined single limit for bodily injury and property damage;
- d. Workers Compensation – covering all liability of the Consultant arising under the Worker's Compensation Act and Workmen's Occupational Disease Act;; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation'); and,
- e. Professional Liability –\$1,000,000 each claim covering negligent acts, errors, and omissions in connection with professional services to be provided by Consultant under this Agreement, and providing for indemnification and defense for injuries arising out of same, with a deductible not-to-exceed \$50,000 without prior written approval. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the Agreement. In the event the policy is cancelled, non-renewed or switched to an occurrence form, Consultant shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

All insurance required herein of Consultant shall be valid and enforceable policies, insured by insurers licensed and permitted to do business by the State of Illinois or surplus line carriers qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.

Consultant shall require all subcontractors not protected under the Consultant's policies to take out and maintain insurance of the same nature, in the same amounts and under the same terms as required herein of Consultant. Consultant shall confirm subcontractor compliance with the requirements stated herein prior to the performance of any work by a subcontractor.

Galena, Illinois Comprehensive Plan RFP

Consultant expressly understands and agrees that any bonds or insurance policies required to be maintained shall in no way limit, to any extent, Consultant's responsibility to indemnify, keep and save harmless and defend the City its officers, agents, employees, representatives and assigns. Consultant's insurance coverage shall be primary as respects to any insurance or self-insurance maintained by the City, which insurance of the City shall be excess of Consultant's insurance and shall not contribute with it.

23. Kotecki Waiver. Consultant (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Consultant agrees to indemnify and defend the City from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the City may sustain as a result of personal injury claims by Consultant's employees, except to the extent those claims arise as a result of the City's own negligence.

24. General indemnification. To the fullest extent permitted by law, the Consultant will indemnify, defend and hold harmless the City, any other governmental agency providing funding for all or any portion of the Contract sum, and their officers, directors, employees, agents, affiliates and representatives, from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from, or occasioned by or in connection with (i) the performance by the Consultant, its employees, agents and subcontractors, of the services and other duties and obligations under this Contract, (ii) any act or omission to act by the Consultant, its employees, agents and subcontractors, anyone directly or indirectly employed by them, their agents or anyone for whose acts they may be liable, and/or (iii) any breach, default, violation or nonperformance by the Consultant of any term, covenant, condition, duty or obligation provided in this Contract. This indemnification, defense and hold harmless obligation will survive the termination or expiration of this Contract, whether by lapse of time or otherwise. This indemnification obligation will not be limited (i) by a limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any other party under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts, or (ii) pursuant to any common law or case law.

25. Document Ownership. The City and Consultant expressly agree that all data, documents, records, studies, or other information generated, created, found or otherwise completed by Consultant in the performance of Consultant's duties under the terms of this Agreement shall at all times remain the proprietary information of and under the ownership of the City and shall be provided to the City by Consultant upon request of the City, or the suspension or termination of this Agreement so long as the City has paid all amounts due under the terms of this Agreement.

Notwithstanding the foregoing, upon request of the City at any time, or the suspension or termination of this Agreement, Consultant shall promptly return to the City all documents provided to Consultant by the City during the performance of the Work.

26. Intellectual Property. Consultant represents and warrants that it has the full legal power and authority to grant any and all licenses of materials used by the Consultant for this Agreement and hereby grants to the City any and all such licenses and unrestricted use thereof. The City shall own, without restriction or limitation, all text, graphics, designs, renderings, images, logos, social media posts, audio visual materials,

Galena, Illinois Comprehensive Plan RFP

tag lines, processes, ideas and any and all other content in any and all formats (collectively “Intellectual Property”) created by or provided by Consultant, Consultant’s employees or Consultant’s independent contractors for purposes of fulfilling the terms of this Agreement. Consultant will ensure that all independent contractors have written agreements in place that transfers ownership of all Intellectual Property created by them or provided by them to the City, without restriction or limitation.

Consultant represents and warrants that all Intellectual Property provided to the City by Consultant will not infringe on any copyrights, trademark rights, patent rights, trade secrets or other rights of any third party. Consultant agrees to indemnify, defend and hold City harmless from and against any loss, cost, damage, liability, or expense (including attorney’s fees and other reasonable litigation expenses) suffered or incurred by City in connection with any such infringement claim by any third party. If a claim is made or an action brought that the materials provided (or any component thereof) to the City, infringes a third party patent, copyright, or trademark, or misappropriates any trade secret or other intellectual property right, then Consultant will defend City from, in the manner and form determined in the sole discretion of the City, and indemnify and hold harmless City against, such claim and any resulting costs, damages and attorneys’ fees arising out of or incurred as a result of such claim, together with all amounts finally awarded or agreed to in settlement. The City shall have sole control of the defense and all related settlement negotiations at the Consultant’s expense. Consultant agrees to cooperate fully in any investigation, defense or settlement of such claim or action.

If the City is enjoined from using any Intellectual Property due to an actual or claimed infringement of any patent, trademark, or copyright or other property right or for any other reason, then at Consultant’s option, Consultant shall promptly either: (i) procure for the City, at Consultant’s expense, the right to continue using the Intellectual Property; or (ii) replace or modify the Intellectual Property, at Consultant’s expense, so that the Intellectual Property become non-infringing.

Consultant shall assist the City in protecting its ownership of the Intellectual Property. Such assistance shall include, without limitation, providing such assistance as may be necessary for the City to obtain registrations for its rights in and to any Intellectual Property solely in the name of City and to enforce its rights in such Intellectual Property.

These Intellectual Property rights, representations, warrants and protections will survive the termination or expiration of this Agreement, whether by lapse of time or otherwise.

27. Geographical Information. All digital geographical information used in the performance of the Contract is the property of the City, including all information obtained, collected, corrected, or created by the Consultant in their completion or pursuit of the Contract.

28. Use of City’s Name, Employee Name(s) or Image(s). The Consultant shall not use or permit the use of the City’s name and/or logo, City Employee Name(s) or City or Employee images or references to its Work in any advertising or promotional materials, regardless of media, without the express written consent of the City.

Galena, Illinois Comprehensive Plan RFP

29. Non-exclusivity. Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Consultant. This Contract shall not restrict the City from acquiring similar, equal or like goods and/or services from other entities or sources.

30. Contract Termination. The City reserves the right to terminate the contract in whole or in part, upon ten (10) calendar day's written notice to the Consultant. The City further reserves the right to terminate the whole or any part of this contract, in the event of default by the Consultant. Default is defined as failure of the Consultant to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. The Consultant shall be liable for any related costs unless acceptable evidence is submitted to the City that failure to perform the contract was due to cause beyond the control and without the fault or negligence of the Consultant. The Consultant will not be liable to perform if situations arise by reason of acts of God or the public enemy, acts of the City, fires, or floods.

31. No Liability of Public Officials. No official, employee or agent of the City will be charged personally by the Consultant, or by any assignee, with any liability or expenses of defense or be personally liable to them under any term or provision of this Contract, or because of the City's execution or attempted execution, or because of any breach hereof.

32. Change In Status. The Consultant shall notify the City immediately of any change in its status resulting from any of the following: (a) Consultant is acquired by another party; (b) Consultant becomes insolvent; (c) Consultant, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Consultant ceases to conduct its operations in normal course of business. The City shall have the option to terminate its contract with the Consultant immediately on written notice based on any such change in status.

33. Subletting of Contract. The Consultant may sublet portions of the work; however, each subcontract must be approved by the City in writing prior to commencement of work. Subcontractors shall conform, in all respects, to the applicable provisions specified herein for the Consultant and shall be subject to approval by the City. Consultant shall not employ any subcontractor, either initially or as a substitute, against whom the City has a reasonable objection.

Subcontractors shall be under the sole direction, authority and responsibility of the Consultant and Consultant shall take all steps necessary to ensure that subcontractors comply with the Contract requirements. The work to be done by the subcontractors shall be outlined in detail by the Consultant.

Consultant shall be fully responsible to the City for any and all acts and omissions of the Consultant's suppliers, subcontractors and others performing or furnishing any of the Work directly or indirectly on behalf of the Consultant.

Galena, Illinois Comprehensive Plan RFP

Upon receipt of payments from the City, Consultant shall promptly pay each subcontractor (and/or supplier) amounts due and owing to said subcontractor, reflecting the percentage actually retained from payments to the Consultant on account of such subcontractor's work. Consultant shall require in any contract with subcontractors that each Subcontractor make payments to their subcontractors, vendors and suppliers in similar manner.

In no case shall the City's consent relieve the Consultant from its obligation or change the terms of the contract. At all times the Consultant shall maintain no less than fifty-one (51) percent of the dollar value of the contract by direct employees of the Consultant.

34. Illinois Freedom of Information Act. Consultant agrees to furnish all documentation related to this Contract and any documentation related to the City required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) days after City issues notice of such request. Consultant agrees to defend, indemnify and hold harmless the City, 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 City 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) days after City issues notice of a request.

Furthermore, should Consultant request that City 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 City, 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 City.

35. Conflict of Forms. In the event of a conflict between the terms in this Contract and the Attachments to the Contract, the terms of the Contract shall control.

36. Governing Law and Venue. This Contract shall be governed by the laws of the State of Illinois. Venue for any and all actions to enforce this Contract shall be the Circuit Court of Cook County, Illinois.

37. Effective Date. The Contract shall be binding on the parties and effective only as of the date fully executed by both parties.

(Signature Page follows)

Galena, Illinois Comprehensive Plan RFP

THE CITY OF GALENA, ILLINOIS

Accepted this _____ day of _____, 2024

Terry Renner, Mayor

Attest: _____
Mary Beth Hyde, City Clerk

FOR THE CORPORATION

An officer duly authorized by the corporation shall sign here:

Accepted this _____ day of _____, 2024

Signature

Position/Title

Print Name

Print Company Name

ATTACHMENT ONE

PROPOSAL DATED ~~XX/XX/2021~~

END OF DOCUMENT