



**COVER PAGE
REQUEST FOR PROPOSAL**

Statement of Qualifications – Outside Legal Services

Issue Date: October 29, 2021
Title: Outside Legal Services
Reference Number: TRANSIT102921

Issuing Agency: Lee County / Lee Ogle Transportation System
ATTN: Greg Gates, Director
210 E Progress Drive
Dixon, IL 61021

Proposals for furnishing the services described herein will be received until:
4:00 PM on November 12, 2021

All inquiries for information should be directed to: address listed above or phone (815) 288-2117.

**IF PROPOSALS ARE MAILED OR HAND-DELIVERED, SEND DIRECTLY TO:
LEE COUNTY / LOTS, 210 E PROGRESS DRIVE, DIXON, IL 61021**

The Reference Number, Date and Time of proposal submission deadline, as reflected above, must clearly appear on the face of the returned proposal package.

In Compliance with this Request for Proposal and to all conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods/services described herein in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

_____	Date: _____
_____	By: _____ <i>(Signature in ink)</i>
_____ Zip Code: _____	Name: _____ <i>(Please Print)</i>
Telephone: () _____	Title: _____
Fax Number: () _____	FEI/FIN Number: _____
DUNS Number: _____	E-Mail Address: _____

TABLE OF CONTENTS

General Information

Background	4
Proposal Request	4
RFP Timeline	4
Project Scope	5

Submittal Requirements

1) Cover Letter	5
2) Firm Information	5
3) Project Approach	5
4) Project Team	5
5) Similar Project Experience	6
6) Other Submittal Requirements	6
7) Cost Proposal	6

Evaluation of Proposals	6
-------------------------------	---

Evaluation Criteria	7
---------------------------	---

Inquiries	8
-----------------	---

RFP Deliverables	8
------------------------	---

Federal and State Third Party Clauses

1) No Federal Government Obligations to Third Parties	9
2) False Statements or Claims/Civil and Criminal Fraud	9
3) Access to Third Party Contract Records	9
4) Changes to Federal Requirements	9
5) Termination	10
6) Civil Rights	10
7) Disadvantaged Business Enterprise (DBE) Participation	11
8) Incorporation of FTA Terms	12
9) Debarment and Suspension	12
10) Resolution of Disputes, Breaches, or Other Litigation	12
11) Lobbying	13
12) Clean Air	14
13) Clean Water	14
14) Fly America	14
15) Energy Conservation	14

Professional Services Agreement

A. Services	15
B. Term	15
C. Compensation	15

D. Changes in Rates of Compensation (and Prevailing Wages)	16
E. Ownership of Records and Documents / Confidential Information	16
F. Governing Law	16
G. Independent Contractor	16
H. Certifications	17
I. Indemnification	20
J. Insurance, Licensure and Intellectual Property	20
K. Bonds	21
L. Additional Terms or Modifications	21
M. Notices	22
N. Subcontractors and Third Parties	22
O. Progress Reports	22
P. Conflicts	22
Q. Inspections or Observations	23
Exhibit A: Fee Schedule	24
Exhibit B: Insurance Requirements	25

Lee County / Lee Ogle Transportation System

Request for Proposal

Outside Legal Services

The intent of this Request for Proposal (RFP) is to have qualified law firms specifically address the services required and provide a well-considered response to this request. Deadline for submissions is Friday November 12, 2021 at 4:00PM CST.

BACKGROUND

Lee County (dba Lee Ogle Transportation System) provides public transportation to residents of Lee and Ogle Counties in North Central Illinois, with annual ridership (during non-pandemic times) exceeding 100,000 rides and the system’s buses traveling more than 700,000 miles. Lee Ogle Transportation System (or LOTS) has a fleet of buses and minivans that provide transport to residents with each vehicle being wheel chair accessible. The headquarters of LOTS is located in the Reagan Transit Center at 210 E Progress Drive, Dixon, IL 61021.

PROPOSAL REQUEST

This RFP of Lee County (LOTS) is requesting Statements of Qualifications (SOQ) from qualified and practicing Law Firms for the provision of outside legal services. A specific emphasis of these legal services will be to provide counsel/direction on the development of a Mass Transit District. A comprehensive Scope can be found on page 5 of this RFP. It is the intent of Lee Ogle Transportation System to develop, by no later than July 1, 2023, a Mass Transit District as the legal entity and grantee to provide public transportation services in Lee and Ogle Counties. Lee Ogle Transportation System / Lee County is the recipient of funding from the Illinois Department of Transportation Division of Public and Intermodal Transportation. The selected law firm shall be required to submit required provisions, certifications, clauses, financial information, cost information and other information as required by the funding agencies. The contract period for this project is estimated at a minimum of two (2) years with an annual award not to exceed \$50,000. The estimated start time for this project is December 1, 2021, concluding on November 30, 2023.

RFP TIMELINE

Day / Date	Description
October 29, 2021	Announcement of RFP published in Sauk Valley Newspapers as well as on LOTS web site (www.lotsil.org) and Lee County web site (www.countyoflee.org).
October 29, 2021	RFP is available to contracting law firms via email and websites.
Nov. 1 – Nov. 9, 2021	Written questions (via email) will be answered as they are received. Send questions to Greg Gates / ggates@lotsil.org
November 12, 2021 Submittals due by no later than 4:00 PM CST. Late bids will not be accepted.	Statement of Qualifications due to the following address: Lee County / Lee Ogle Transportation System 210 E Progress Drive Dixon, IL 61021 Attention: Greg Gates, Director
November 15, 2021	Evaluation team will review SOQs and score those received by the deadline of November 12, 2021 at 4:00 PM CST.
November 17, 2021	Responding law firms will be notified of the status of their application by letter.

PROJECT SCOPE

The Outside Legal Services being sought from qualified Law Firms via this RFP shall consist, at a minimum, of the following. Lee County/Lee Ogle Transportation System desires to solicit SOQ proposals to provide legal services for general requirements, with a specific emphasis on legal services (counsel) regarding the development of a Mass Transit District. The law firm is expected to attend Board and Committee meetings; develop by-laws and corporate policies and procedures; advise the administration of LOTS on corporate matters; draft and review contracts; research and interpret federal and state regulations; assist in development of policies and procedures to comply with transit laws and regulations. The law firm shall also be required to collaborate with Lee County/LOTS and all associated agencies throughout the duration of the project and shall be experienced in and familiar with the requirements typically associated with grant programs. The tenure of this relationship is expected to be a minimum of two (2) years.

SUBMITTAL REQUIREMENTS

Qualified law firms shall submit a concise statement of the firm's qualifications (Statement of Qualifications (SOQ)), which includes the following information, documented in the manner and order outlined below. In a convincing manner, relate to the evaluation team your firm's story and why it is best qualified to assist Lee County/LOTS in developing the planned Mass Transit District.

1) Cover Letter

- This should include a brief introduction along with qualifications of the firm and an overview of the number of staff of the firm.
- Provide proof of the appropriate licensure of the law firm along with specific licensure information of the staff who will be providing the legal services to Lee County/LOTS.
- Identify staff person from the law firm who will serve as the Single Point of Contact during the bid solicitation process.
- Identify staff person from the law firm who is authorized to enter into contractual agreements with Lee County/LOTS. This staff person is the individual who will sign the Cover Letter.

2) Firm Information

- Name, contact person, address, phone number and e-mail.
- History of firm including list of services provided, the firm's organizational structure and number of employees.
- Names and experience of key individuals, including professional registrations and licensure, as well as experience with relevant projects.

3) Project Approach

- State understanding of the proposed project and the approach your firm will use for the completion of the proposed scope of work of this project.
- Provide a proposed project timeline for the completion of services requested.

4) Project Team

- List professional and support positions, along with their roles as part of the Project Team.
- If a Project Team member has prior experience with developing a Mass Transit District please share that information in as much detail as possible. If no one on the Team has such experience please share work of a similar type and the outcome.
- If applicable, list professional consultants outside your firm you propose to subcontract with for professional services for this project. Provide specific information on the outside firm and its team members.

5) **Similar Project Experience**

- Submit a list of three to five similar or related projects and provide the following:
 - Name of Project
 - Location of Project
 - Project Description
 - Services Provided
 - Client Contact Information

6) **Other Submittal Requirements**

- In a one-page narrative, explain why your firm is uniquely positioned to be the selected firm for this project.
- Provide verification of General Liability and Professional Liability Insurance coverage.
 - Please review Attachment B of this RFP packet.
- Provide verification of firm's license in the State of Illinois.

7) **Cost Proposal**

- As part of the response to this RFP (**see Attachment A**), the law firm must provide a complete description of the fee structure of the firm and a non-binding general indication (or range) of the costs for providing the required services, including a fee schedule by classification for all services, how such fees are calculated, and payment terms. The proposed hourly billing rates should include information for all categories of attorneys and staff (*senior partners, partners, associates, paralegals, etc.*) who are expected to provide work for LOTS and any direct costs chargeable to the organization.
- Firms shall provide a statement concerning fees, expenses and cancellation policy. Please specify pricing proposal response in the format and on the form(s) provided, indicating flat rate fees if appropriate, and attaching additional pages, if needed. The hourly rates shall be inclusive of all fees for the specified services, travel, and materials. The pricing must include a detailed cost breakdown of all non-labor costs, profit, overhead, taxes, and any out-of-pocket expenses that would be billed separately. Lee Ogle Transportation System expects all costs are included in the overall fee for the contracted services.

EVALUATION OF PROPOSALS

An evaluation team has been assembled to review the Statement of Qualifications (SOQ) from responding law firms and will score each of the proposals. Prior to the selection, of the award, Lee County/LOTS reserves the right to conduct on-site visits of any of the respondents' facilities and require each respondent to present items contained in the RFP response and other items deemed appropriate by Lee County/LOTS. When determining whether a respondent is responsible or when evaluating a respondent's proposal, the following factors will be considered:

1. The ability, capacity and skill of the respondent to perform the contract or provide the service required.
2. The character, integrity, reputation, judgment, experience and efficiency of the respondent.
3. Whether the respondent can perform the contract within the time specified.
4. The quality of performance of previous public and private contracts – or services – including, but not limited to, the respondent's failure to perform satisfactorily, or complete any written contract. Lee County/LOTS' termination for default of a previous contract, with a respondent, shall be deemed to be such a failure.
5. The previous and existing compliance by the respondent with laws relating to the contract and services.

6. Evidence of collusion with any other respondent, in which case colluding respondents will be restricted from submitting further bids on the subject project or future tenders.
7. The respondent is not qualified for the work or to the full extent of the RFP.
8. There is uncompleted work with Lee County/LOTS or others, or an outstanding dispute on a previous or current contract that might hinder, negatively affect or prevent the prompt completion of the work bid upon.
9. The respondent failed to settle bills for labor, or materials, on past or current public or private contracts.
10. The respondent has been convicted of a crime arising from a previous public contract, excepting convictions that have been pardoned, expunged or annulled.
11. The respondent has been convicted of a crime of moral turpitude, or any felony, excepting convictions that have been pardoned, expunged or annulled, whether in this state, in any other state, by the United States, or in a foreign country, province or municipality. Respondents shall affirmatively disclose to Lee County/LOTS all such convictions, especially of management personnel or the respondent as an entity, prior to notice of award or execution of a contract, whichever comes first. Failure to make such affirmative disclosure shall be grounds, in Lee County/LOTS' sole option and discretion, for termination for default subsequent to award or execution of contract.
12. More likely than not, the respondent will be able, financially or otherwise, to perform the work.
13. At the time of RFP opening, the respondent is not authorized to do business in Illinois, is not registered as a contractor in Illinois, or otherwise lacks a required license, registration or permit.
14. Such other information as may be secured having a bearing on the decision to award the contract.
15. Any other reason deemed proper by Lee County/LOTS.

EVALUATION CRITERIA

Evaluation Criteria	Percentage
1. Qualifications and Experience of the Firm and Key Personnel	20%
2. Approach and understanding of the Scope of Work including related knowledge to Mass Transit District, public transportation and related regulations	30%
3. Cost Proposal	20%
4. Experience with similar project types and Client references	30%
TOTAL	100%

Once submittals have been reviewed, LOTS/Lee County may request firms to perform an in-person interview. However, if a desirable (best) SOQ is clearly identified by LOTS there will not be a need for interviews.

INQUIRIES

Inquiries prospective firms may have regarding this RFP should be directed to:

Greg Gates, Director
Lee Ogle Transportation System
210 E Progress Drive
Dixon, IL 61021
Phone: (815) 288-2117
Email: ggates@lotsil.org

Inquires received after 4:00 PM CST on November 12, 2021 at 4:00PM CST will not be reviewed and returned to the sender, unopened.

RFP DELIVERABLES

All interested firms should provide four (4) bound copies of the requested information clearly labeled Lee County / Lee Ogle Transportation System – Outside Legal Services. The copies shall be delivered to, and in possession of Lee County / LOTS by no later than Friday, November 12, 2021 at 4:00 PM CST at the location listed below. Facsimile or e-mail submittals will not be accepted.

Lee County / LOTS
ATTN: Greg Gates, Director
210 East Progress Drive
Dixon, Illinois 61021

All firms submitting an application by the established deadline will be notified in writing upon the completion of the selection process.

Federal and State Third Party Clauses

1 No Federal Government Obligations to Third Parties

Except if the Federal Government expressly consents in writing, the Federal Government does not and shall not have any commitment or liability related to the Underlying Agreement, to any Third-Party Participant at any tier to this solicitation and contract.

2 False Statements or Claims/Civil and Criminal Fraud

The Contractor recognizes that the requirements of the Program Fraud Civil Remedies act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Project. Accordingly, by signing a contract or agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Project and any subsequent contract or agreement. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate. The contractor acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the contractor provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

3 Access to Third Party Contract Records

The Contractor shall permit the authorized representatives of the Buyer(s), such as the Federal Transit Administration or the State of Illinois to inspect and audit all data and records of the Contractor relating to the Contractor's performance under any subsequent contract or agreement. This applies to all third-party contract records (at any tier), as required. The Contractor and its subcontractors shall maintain books, records, and documents and shall undertake such accounting procedures and practices as may be deemed necessary to assure proper accounting of all funds paid pursuant to any subsequent contract or agreement. All costs charged to items performed under any subsequent contract or agreement shall be supported by properly executed and clearly identified invoices, contracts, vouchers, or checks evidencing in detail the nature and propriety of the charges. These records shall be subject at all reasonable times of the normal business day to inspection, review, or audit by the Buyer, its authorized representative(s), the US Secretary of Transportation, Comptroller, the State Auditor, or other governmental officials authorized by law to monitor the contract or agreement and project site. The Contractor's fiscal management system shall include the capability to provide accurate, current, and complete disclosure of the financial status of any subsequent contract or agreement upon request.

4 Changes to Federal Requirements

The Contractor agrees that the most recent of such Federal, State, and Local requirements will govern the administration of the procurement solicitation and any subsequent contract at any particular time, except if there is sufficient evidence in any contract of a contrary intent. Such contrary intent might be evidenced by a letter signed by the Federal Transit Administration (FTA) or the Illinois Department of Transportation (IDOT), the language of which modifies or otherwise conditions the text of the procurement solicitation or contract. Requirements that apply to the Agency, Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal, state or local

law, regulation, other requirements, or guidance, or changes in the Agency’s Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement, and applicable changes to those federal requirements will apply to this Agreement and parties thereto at any tier.

5 Termination

The Buyer(s) may terminate this contract for convenience, in whole or in part, at any time by the provision of written notice to the Contractor. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to be paid the Contractor. If the Contractor has any property in its possession belonging to the Buyer(s), the Contractor will account for the same, and dispose of it in the manner the Buyer(s) directs.

6. Civil Rights (Title VI, ADA, EEO except Special DOL EEO clause for construction projects)

The Contractor agrees to and assures that each third-party contract at any tier will prohibit discrimination based on race, color, religion, national origin, sex, gender identity, disability, age or veteran's status. Contractor also agrees to prohibit the exclusion from participation in employment or business opportunity for reasons identified in 49 U.S.C. § 5332, as amended, denial from program benefits identified in 49 U.S.C. § 5332, as amended, and discrimination identified in 49 U.S.C. § 5332, as amended, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332, as amended. In addition, the Contractor agrees to comply with applicable Federal or State requirements that may be issued.

The Contractor and its subcontractors agree to, and assure that it will comply with all applicable Federal and State of Illinois Equal Employment Opportunity (EEO) laws and regulations. The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, pregnancy, gender identity, sexual orientation, parental status, national origin, age, disability, family medical history or genetic information, political affiliation, military service, or other non-merit based factors or any other consideration made unlawful by federal, state or local laws.

The Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, marital status, pregnancy, gender identity, sexual orientation, parental status, national origin, age, disability, family medical history or genetic information, political affiliation, military service, or other non-merit based factors or any other consideration made unlawful by federal, state or local laws. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other compensation, and selection for training, including apprenticeship.

The Contractor also agrees to assist the Buyer in obtaining compliance with implementing any new requirements FTA may issue, including but not limited to:

- a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., as amended,
- b) Facilitate compliance with Executive Order No. 11246, “Equal Employment Opportunity” September 24, 1965 (42 U.S.C. § 2000e note.), as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
- c) (c) Comply with federal transit law, specifically 49 U.S.C. § 5332, as amended,
- d) (d) FTA Circular 4704.1 “Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients,” as amended and

- e) Follow other federal guidance pertaining to EEO laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability. In the event of the Contractor's non-compliance with the provisions of the following Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and any subsequent Agreement may be canceled 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. The contractor agrees to and assures that each third-party participant will prohibit discrimination based on race, color or national origin. Additionally, will comply with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., as amended, U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," as amended, 49 C.F.R. part 21, as amended, and Federal transit law, specifically 49 U.S.C. § 5332, as amended. Contractor agrees to comply with the most recent Title VI Requirements and federal or state guidance that may be issued.

7 Disadvantaged Business Enterprise (DBE) Participation

To the extent authorized by applicable federal laws, regulations, or requirements, the contractor agrees to facilitate, and assures that each Third-Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs). In conjunction with the performance of any subsequent Agreement, the Contractor will cooperate with the Buyer(s) in meeting its commitments and goals with regard to the maximum utilization of Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, and will use its best efforts to insure that Disadvantaged Business Enterprises shall have the maximum practicable opportunity to compete for subcontract work under any subsequent Agreement.

If a DBE goal is requested in the solicitation, the contractor certifies, under penalty of perjury and other applicable penal laws that if awarded the federal-aid contract, the contractor will make a good faith effort to utilize certified DBE firms to perform DBE work at or above the amount or percentage of the dollar value specified in the bidding documents. Additionally, DBE firms selected must only perform the type of work that they were certified to perform. The bidder further certifies the bidder's understanding that the bidder may not unilaterally terminate, substitute for, or replace any DBE firm that was designated in the executed contract, in whole or in any part, with another DBE, any non-DBE firm or with the contractor's own forces or those of an affiliate of the contractor, without the prior written consent of Buyer.

Disadvantaged Business Enterprises (DBE's), which are awarded a contract or an agreement by the Buyer or Contractor (subcontracts), are advised that failure to adhere to DBE requirements and policies may result in: the termination of this contract, withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the contractor from future bidding opportunities as non-responsible.

A prime contractor cannot terminate a DBE subcontractor or supplier for convenience without written consent of the owner. If the prime contractor wishes to remove a DBE firm from the contract for any reason, the selected prime contractor must maintain documents that the following steps were adhered to:

- Notify the Owner immediately of any Delays or incomplete work by the DBE firm.
- Give the DBE firm a notice to cure and give them 7 days to respond or provide an acceptable schedule to complete the work.

- If the DBE firm fails to cure the situation or complete the work on time, the prime contractor must get approval from the owner to remove the DBE firm from the project. The prime contractor must then make good faith efforts to find another DBE firm(s) to perform a commercially useful function for the project. The DBE firm(s) must perform at least the same value of work under the contract, to the extent needed to meet the contract goal established in the solicitation. The new DBE firm(s) may perform a different function than the initial DBE, but any change in subcontractor from the original bid/proposal must be approved by the owner in writing.

Disadvantaged Business Enterprises, which are awarded a contract or an agreement by the Buyer or the Contractor (subcontracts) are advised that failure to adhere to DBE requirements and policies, as defined in 49 CFR Part 26, constitutes a breach of contract.

8 Incorporation of FTA Terms

As a condition of a Bid or Proposal submittal, it is the responsibility of the Contractor to ensure all applicable solicitation clauses, terms, and conditions, are included in all subcontracted work contracts or agreements.

9 Debarment and Suspension

The Contractor agrees to comply with federal debarment and suspension requirements, and Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200. The Contractor hereby certifies that it is not currently listed among the General Services Administration's (GSAs) "List of Parties Excluded From Federal Procurement or Non-procurement Programs" which are debarred, suspended, ineligible, or otherwise excluded from participation in performing any work funded in whole or in part with federal financial assistance. During the performance of the work described in a procurement solicitation and any subsequent Agreement, should the Contractor be placed on the GSA's "List of Parties Excluded From Federal Procurement or Non-procurement Programs", it will notify the Buyer(s) immediately of this change in status. A certification form is normally included with the Exhibits section of any procurement solicitation. Contractors may not normally participate in a procurement solicitation, if they are listed on any Local, State, or Federal debarment program. A fully-detailed request for waiver may be submitted for consideration, if a Contractor believes their appearance on a debarment list is inaccurate or unjustified. Contractor must provide a similar provision in each lower tier covered transaction and check [sam.gov](https://www.sam.gov) for any subcontract \$25,000 or over.

10 Resolution of Disputes, Breaches, or Other Litigation

Disputes

Except as otherwise provided in any subsequent Contract, any dispute concerning a question of fact arising under a contract, which is not disposed of by mutual agreement, shall be decided by the Contracting Officer, who shall reduce his/her decision to a written response and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, Buyer shall afford the Contractor an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the

Contracting Officer's decision. FTA's review of protests is limited to allegations that the Grantee (Buyer) failed to follow the above procedure.

This clause does not preclude consideration of law questions in connection with decisions provided for in this clause, provided that nothing in an Agreement or Contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Breach of Contract

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under any subsequent contract or agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of any subsequent contract or agreement, the Buyer(s) shall thereupon have the right to terminate any subsequent contract or agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In such event, all unfinished drawings, maps, photographs or other material prepared by the Contractor under any subsequent contract or agreement shall, at the option of the Buyer(s), become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, materials, or equipment. Notwithstanding the above, the Contractor shall not be relieved of liability to the Buyer(s) for damages sustained by the Buyer, by virtue of any breach of any subsequent contract or agreement by the Contractor, and the Buyer(s) may withhold any payments to the Contractor until such time as the final compensation to the Contractor is determined.

Any subsequent contract or agreement also may be terminated at the discretion of both parties due to circumstances beyond the control of the Contractor, such as national disaster, acts of God, or strikes by organized labor unions.

Termination for Default

If the Contractor does not deliver goods or materials in accordance with any subsequent contract delivery schedule, or, if any subsequent contract is for services, the Contractor fails to perform in the manner called for in a subsequent contract, or if the Contractor fails to comply with any other provisions of a subsequent contract, the Buyer(s) may terminate the contract for default. Termination shall be affected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for goods or materials delivered and accepted, or services performed in accordance with the manner of performance set forth in any contract.

If it is later determined by the Buyer(s) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of, or are beyond the control of the Contractor, the Buyer(s), after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

11 Lobbying

Contractors that apply or bid for an award exceeding \$100,000 must file the required Byrd Anti-Lobbying Amendment certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other contract award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Pursuant to Federal regulations, the Contractors are required to have all subcontractors providing more than \$100,000.00 in services or materials to also complete this certification and include it with any Bid/Proposal submittal. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or

employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

12 Clean Air

The contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 – 7671q), as amended. The contractor must report and require subcontractors to report any violations to the Federal Transit Administration and the Regional Office of the Environmental Protection Agency (EPA).

13 Clean Water

The contractor agrees to comply with all applicable standards, orders and regulations issued relating to the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. The contractor must report and require subcontractors to report any violations to the Federal Transit Administration and the Regional Office of the Environmental Protection Agency (EPA).

14 Fly America

For any transport of property or persons, solicitation respondents understand and agree that the Buyer, when using Federal funds, will not participate in the costs of international air transportation of any persons involved in, or property acquired for the project, unless air transportation is provided by U.S. Flag air carriers, to the extent that air service by U.S. Flagged air carriers is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C., Subsection 40118, and with U.S. GSA regulations, "Use of United States Flag Air Carriers", 41 C.F.R., Subsections 301-10.131 through 301-10.143. Contractors agree to insert the provisions of this clause in all subcontracts issued pursuant to subsequent contracts or agreements relative to this procurement Project. A waiver from the provision may be sought by the Contractor, through the Buyer, if grounds for a waiver exist. Waivers may require subsequent approval by other regulatory bodies.

15 Energy Conservation

The Contractor agrees to comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 et seq., as amended.

Professional Services Agreement for Services

THIS AGREEMENT, by and between the Lee County / Lee Ogle Transportation System, hereinafter referred to as the "Lee County/LOTS" and "_____” hereinafter referred to as the "Contractor", with the County and Contractor agreeing to terms as follows:

A. Services

Contractor agrees to furnish the County with the Scope of Services outlined in this RFP document. Contractor represents that it possesses the skills and knowledge necessary to provide all such services and understands the County is relying upon such representation. Contractor further acknowledges the description of services contained herein is an integral part of this Agreement and may not be modified except in accordance with a modification to the terms of this Agreement.

B. Term

Services will be provided as needed and directed by the County beginning on the date of execution of this agreement and continuing, until terminated by either party upon 30 days written notice to the non-terminating party. Upon termination the Contractor shall be compensated for all work performed for the County prior to termination and shall provide to the County all work completed through the date of termination. The County’s issuance of a notice of termination shall function as a stop work order, beyond which the Contractor shall not incur any additional costs without the County’s express, written permission.

C. Compensation

Contractor shall receive as compensation for all work and services to be performed herein, an amount based on the fee schedule attached hereto as **Exhibit A**. All payments will be made according to the Illinois State Prompt Payment Act. Any payment made to the Contractor shall be strictly on the basis of “quantum meruit” (a reasonable amount). The Contractor shall submit to the County a detailed breakdown and invoice of all charges, including detail of past payments and amounts still remaining due, accurate to the date of the invoice, with each request for payment. Any additions to or deductions from the approved total amount of the contract, and any out-of-scope work shall require prior, written approval from the County. Any work performed without the County’s express, written consent shall be solely at the expense of the Contractor. Contractor shall provide all contractor lien waivers, subcontractor lien waivers and materialmen lien waivers, properly executed and completed, prior to receiving payment. Contractor shall indemnify, defend and hold harmless the County from any claim arising out of or relating to the liens, public fund claims or other claims for payment or damages from any subcontractor or materialman employed or utilized by Contractor, without regard to whether the County strictly enforced the requirement of submitting lien waivers. The following optional provisions apply if checked:

This work is to be completed on a time and materials basis in accordance with the rate schedule attached in **Exhibit A**.

This work is to be completed subject to a not-to-exceed price of \$50,000 per fiscal year.

D. Changes in Rates of Compensation (and Prevailing Wages)

If the Contractor seeks to impose any change in the fee schedule (whether in terms of hourly fee or lump sum fees), then the Contractor shall provide not less than ninety days written notice of its intent to change its fee schedule, and any such change in fee schedule shall require the approval of the County. The Parties acknowledge this Agreement is for professional services and not subject to the Illinois Prevailing Wage Act. Contractor shall indemnify, defend and hold harmless the County from any claims arising out of or relating to any actual or alleged non-compliance with the requirements of the Prevailing Wage Act.

E. Ownership of Records and Documents / Confidential Information

Contractor agrees to keep and maintain all books and records and other recorded information required to comply with any applicable laws, including but not limited to the Prevailing Wage Act. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the County. Contractor further agrees to keep as confidential any information belonging or relating to the County which is of a confidential nature, including without limitation information which is proprietary, personal, required by law to be confidential, or relates to the business, operations or accounts of the County. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Contractor acknowledges the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "Act") places an obligation on the County to produce certain records which may be in the possession of Contractor. Contractor shall comply with the record retention and documentation requirements of the Local Records Act 50 ILCS 205/1 et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act and the Act (complying in all respects as if the Contractor was, in fact, the County). Contractor shall review its records promptly and produce to the County within two business days of contact from the County the required documents responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the County to extend the time do so, and the County will, if time and a basis for extension under the Act permits, consider such extensions.

F. Governing Law

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue and jurisdiction for any legal action arising out of or related to this Agreement shall be exclusively fixed in the Lee County Circuit Court, Lee County, Illinois.

G. Independent Contractor

The Contractor acknowledges neither it nor its personnel shall be acting as an employee or official representative of the County for purposes of being offered any protection or coverage under County insurance policies for tort immunity or other legal purposes. The Contractor and County acknowledge the provisions of this Agreement shall be construed, pursuant to *Carney v. Union Pacific Railroad Company*, 2016 IL 118984, to provide the County with the right to stop or resume work, to make inspections, to receive reports and to provide recommendations or suggestions pursuant to Section 414 of the Second Restatement of Torts, consistent with the employment of an independent contractor, and that no provision of this Agreement shall be construed as the County retaining control of or having liability for the actions of the Contractor. The County shall have no liability for Contractor's selection of personnel, employees or subcontractors, nor for the presence of dangerous conditions on any real property where Contractor is employed.

Contractor shall have sole control over the manner and means of providing the work and services performed under this agreement. The County's relationship to the Contractor under this agreement shall be of an independent contractor. Contractor will not be considered an employee to the County for any purpose. The parties agree the Contractor is exclusively responsible for the determination of what work is required to complete the tasks outlined in Scope of Work, and for the means and methods of completing such work. The County's compensation to Contractor shall be limited to that described in Exhibit A, and the County shall not reimburse any expenses, provide any benefits, withhold any employment taxes or otherwise have a financial relationship with Contractor other than payment of the stated compensation. The Contractor shall be solely responsible for withholding of taxes, providing employee benefits, or otherwise complying with applicable laws relating to its employees or contractors.

In the event the County determines, in its sole discretion, it is economically advantageous for the County to provide certain supplies or tools for use by Contractor in lieu of paying Contractor to provide the same, the County and Contractor agree the Contractor shall then utilize the County's equipment or supplies according to its own determination of their best and appropriate use. Contractor shall be responsible for its' own personnel, training, instruction and related matters. Contractor shall be responsible for determining its sequence of performance for required work. Contractor's work shall be evaluated by the County based upon the end result of such work. Contractor shall be responsible for any expenses incurred by Contractor in the performance of its work, and shall not be authorized, expressly or impliedly, to obligate the County on any debt, contract or other agreement whatsoever. In the event the Contractor is compensated on an hourly basis under the terms of this Agreement, the County and Contractor agree the Contractor's compensation is usual and customary, based on the terms the Contractor offers its services to the market in general.

H. Certifications

Executing this Agreement constitutes acknowledgment, acceptance, and certification of the accuracy of the following certifications, and any other certifications required under any applicable law relating to the performance of this Agreement. The Contractor is responsible for identifying all such applicable regulations and certifications, and for compliance with the same.

Sexual Harassment: The Contractor certifies it is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program.

Tax Delinquency: The Contractor certifies it is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1, nor delinquent in the payment of any tax, charge or obligation to Lee County.

Employment Status: The Contractor certifies if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery: The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Loan Default: If the Contractor is an individual, the Contractor certifies he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

Employment of Illinois Workers on Public Works Act. If at the time the Contract Documents are executed, or if during the term of the Contract Documents, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30

ILCS 570/0.01 *et seq.*, (hereinafter referred to as “the Act”), General Contractor, its consultants, contractors, subcontractors and agents agree to employ Illinois laborers on this Project in accordance with the Act. General Contractor understands the Act defines (a) “period of excessive unemployment” as “as any month following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5%, as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures”, and (b) “Illinois laborer” as “any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.” See 30 ILCS 570/1. Contractor understands and agrees its failure to comply with this provision of the Contract Documents may result in immediate termination of the Contract Documents.

Felony Certification: The Contractor certifies it is not barred pursuant to 30 ILCS 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

Barred from Contracting: The Contractor certifies it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33-4 (Bid Rotating) or a similar law of another state or of the federal government.

Prevailing Wage: The Contractor certifies it shall comply with all applicable provisions of the Prevailing Wage Act, and further certifies it is not in violation of said Act and has not been barred from bidding on this proposal by virtue of a past violation of the Act. A copy of the most recent available list of prevailing wages is attached hereto or has been provided to the Contractor. The Contractor is responsible for regularly updating said list as new prevailing wage rates are made available by the County or by the Illinois Department of Labor. The Illinois Department of Labor posts regular updates to prevailing wage rates on its official website, which is currently www.illinois.gov/idol. This notice is given pursuant to 820 ILCS 130/4 and the balance of the Illinois Prevailing Wage Act, which is incorporated herein by reference as if fully restated.

Drug Free Workplace: The Contractor certifies it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract. The Contractor further certifies it maintains a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635

Responsible Contractor Requirements: The Contractor certifies it complies with the Illinois Procurement Code and the provisions of Section 30-22 thereof relating to apprenticeship and training, if applicable.

Non-Discrimination, Certification, and Equal Employment Opportunity: The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract. The Contractor acknowledges that neither it nor the County shall discriminate on the basis of any protected classification.

Record Retention and Audits: If 30 ILCS 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the County under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the County and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the

Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she/it is a:

- United States Citizen or Corporation
- Resident Alien
- Non-Resident Alien.

The Internal Revenue Service requires taxes be withheld on payments made to non-resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification: Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is _____ and is doing business as a (check one):

- Individual
- Real Estate Agent
- Sole Proprietorship
- Government Entity
- Partnership
- Tax Exempt Organization (IRC 501(a) only)
- Corporation
- Not for Profit Corporation
- Trust or Estate
- Medical and Health Care Services Provider Corp.

Authorized in Illinois: The Contractor certifies it is authorized to lawfully transact business in the State of Illinois, under all applicable Illinois laws and regulations. The Contractor certifies it shall comply with the Corporate Accountability for Tax Administration Act, 20 ILCS 715/1, *et. seq.* Where applicable, the Contractor certifies it is not barred from bidding by virtue of having been adjudicated to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act within the five years preceding this bid, pursuant to 415 ILCS 5/1, *et. seq.* The Contractor further certifies it is in compliance with all applicable requirements of the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/1, *et. seq.*

Export Administration, Supplies, Labor: The Contractor certifies that neither it nor any substantially owned affiliate is participating, nor shall participate, in an international boycott which is in violation of the provisions of the US Export Administration Act of 1979 or the regulations of the US Department of Commerce promulgated under the Act, including but not limited to the requirements of 30 ILCS 582/5. The Contractor further certifies no foreign made equipment, materials or supplies furnished under the proposal or agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor, nor made in whole or in part by the labor of any child under the age of 12, under penal sanction pursuant to 30 ILCS 583/1 and 30 ILCS 584/1. The Contractor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the County grants an exception to said requirement, pursuant to 30 ILCS 565/1, *et. seq.*

General Compliance and Certification: The Contractor certifies it has and will comply with all other applicable laws, regulations, ordinances or restrictions applicable to any component of the bidding process, agreement, or any services or materials provided in connection therewith. The Contractor acknowledges it is responsible for identifying and complying with all applicable laws, ordinances, rules and regulations, and it shall indemnify and hold harmless the County of Lee from any claim, liability or damages arising out of the failure to identify or comply with any such applicable legal restriction.

I. Indemnification

The Contractor shall be responsible for any and all damages to property or persons arising out of an error, omission, and/or negligent act in the prosecution of the work or failure to prosecute the work and shall indemnify and hold harmless the County, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting therefrom. The Company shall assume all restitution and repair costs arising out of an error, omission and/or negligence.

The Contractor agrees to indemnify and save harmless the County, including its elected or appointed officials, employees, attorneys and agents (collectively, the “County Indemnitees”) against any and all claims, loss damage, injury, liability, and court costs and attorney’s fees incident thereto, including any claims made by employees of the Contractor or any of their subcontractors, as well as all other persons, resulting directly or indirectly from the work covered by this contract or the equipment used in connection therewith. It is understood this agreement shall apply to any and all such claims whether resulting from the negligence or the intentional acts of the Contractor, the Contractor’s employees, contractors or subcontractors, the County or County Indemnitees or otherwise, with the single exception of any claim, damage, loss, or expense arising solely out of the intentional misconduct of the County or County Indemnitees. The Contractor is solely responsible for determining the accuracy and validity of any information provided to the Contractor by the County or its representatives. This indemnification shall apply to the fullest extent of the law, and in the event any provision hereof is determined to be unenforceable, the indemnification obligations shall be severable and the fullest extent of indemnification that may lawfully apply shall remain in full force and effect.

This indemnification shall include any claims arising out of the erection, construction, placement or operation of any scaffold, hoist, crane, stay, ladders, support or other mechanical contrivance in connection with such work including but not limited to losses, claims, damages and expenses arising pursuant to claims asserted against the County pursuant to theories premised upon Section 414 or Section 343 of the Restatement (Second) of Torts. This indemnification shall not be limited in any way by limitations on the amount or type of damages, compensation, or benefits payable by or for the Contractor under Workers’ Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of *Kotecki v. Cyclops Welding Corp*, 146 Ill.2d 155 (1991) in Illinois. However, pursuant to the Construction Contract Indemnification for Negligence Act (740 ILCS 35), the Parties shall not indemnify the other for any liabilities, damages, costs or expense resulting from the other party’s own willful misconduct or negligence. The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*), or other such immunity statute or common law, by reason of indemnification or insurance. Indemnification shall survive the termination of the Agreement.

J. Insurance, Licensure and Intellectual Property

The Contractor shall comply with all insurance requirements described on the attached Exhibit B. The Contractor agrees and warrants it has procured all licenses, permits or other official permissions required by any applicable law to perform the services contemplated herein, that it will procure all additional licenses, permits or other official permissions hereafter required by law during the term of this

Agreement, and it will keep all such licenses in effect during the term of this Agreement. The Contractor shall provide a copy of any such licenses or permits upon request. All such insurance and licensure shall be provided at the Contractor's sole expense. Contractor also warrants it has complete ownership or authorization/entitlement to any intellectual property, software, images or other such items used in the performance of its work under this Agreement, and it shall transfer to the County, unrestricted, the ability to modify, amend, publicize or otherwise utilize any intellectual property provided to the County under this Agreement unless the County expressly preapproves in writing a limitation to these provisions.

The Contractor shall not commence work under this Contract until they have obtained all insurance required and such insurance has been submitted to and approved by the County, nor shall the Contractor permit any Subcontractor to commence work on any subcontract until the same insurance has been obtained by the Subcontractor. The Company and all Subcontractors shall maintain their insurance in place for not less than two (2) years following completion of all work required under this Contract.

All drawings, specifications, reports and any other project documents prepared by the Contractor in connection with any or all of the services to be furnished thereunder shall be delivered to the County for the expressed use of the County. The Contractor shall have the right to retain original documents, but shall cause to be delivered to the County such quality of documents so as to assure total reproducibility of the documents delivered. All information, worksheets, reports, design calculations, plans and specifications shall be the sole property of the County unless otherwise specified in the negotiated agreement. The Contractor agrees that basic survey notes and sketches, charts, computations and other data prepared or obtained by the Contractor pursuant to this Agreement shall be made available, upon request, to the County without cost and without restriction or limitation as to their use. All field notes, test records, and reports shall be available to the County upon request.

K. Bonds

Contractor shall be responsible for identifying and complying with all legal requirements applicable to this Agreement or the underlying work to be performed, including but not limited to any requirement to post bonds or security. Without limitation, Contractor shall comply with the Public Construction Bond Act, 30 ILCS 550/0.01, *et. seq.* for any public works having a total cost in excess of \$50,000.

L. Additional Terms or Modification

The terms of this agreement shall be further modified as provided on the attached Exhibit A and Exhibit B. Except for those terms included on Exhibit A and Exhibit B, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. The County reserves the right by written amendment to make changes in requirements, amount of work, or time schedule adjustments. The Contractor shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes. The County may, at any time by written order, require the Contractor to stop all or part of the services required by this Agreement. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the services covered by the order. If the Contractor identifies any costs associated with the suspension of services, such costs must be expressly approved by the County in writing, or they shall be the sole expense of the Contractor.

M. Notices

All notices required to be given under the terms of this License shall be given mail, addressed to the parties as follows:

For the County:

Greg Gates, Director
Lee Ogle Transportation System
210 E Progress Drive
Dixon, IL 61021

For the Contractor:

Either of the parties may designate in writing from time-to-time substitute addresses or persons in connection with required notices.

N. Subcontractors and Third Parties

Contractor shall not assign or subcontract for the performance of any obligation under this Agreement, except with the express, written preapproval of the County, which consent may be withheld in the County's sole and absolute discretion. Should Contractor assign any obligation arising under this Agreement with the consent of the County, the Contractor shall remain to be primarily liable to the County for the performance of the obligation in question, and further shall be liable for ensuring that the subcontractor(s) comply with all obligations arising under this Agreement as if the subcontractor(s) was/were the Contractor itself. Further, should Contractor request to assign the performance of any obligation arising hereunder to a subcontractor, Contractor expressly provides its consent to the County contracting directly with such proposed subcontractor (or another subcontractor acceptable to the County) for the performance of such work, and to the amendment of this Agreement to reduce the scope and cost accordingly.

Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall it inure to the benefit of any third party.

O. Progress Reports

Contractor shall report to the Director of LOTS or his designee, and shall submit written progress reports identifying, in detail, the extent of work completed, the percentage of project completion, and project status, accompanying any invoice submitted to the County. Contractor shall also provide additional written or verbal progress reports to the County upon request, at any time, without additional charge. The Contractor shall attend conferences and visit the site of the work as may be outlined in the Request for Proposal and at any reasonable time when requested to do so by the County, at no additional charge.

P. Conflicts

Contractor may continue to represent or undertake to represent existing or new clients in those matters that are not substantially related to Contractor's work for the County, even if the interests of such clients in those matters are directly adverse to County. Contractor agrees however that the County's prospective consent to conflicting representation contained in this paragraph shall not apply in any instance where, as a result of Contractor's representation of the County, Contractor has obtained sensitive proprietary or other confidential information of a non-public nature that, if known to any such other client of Contractor, could be used in any such other matter by such client to the material disadvantage of the County. Contractor and the County covenant to work in good faith to identify any current or prospective conflicts, and to negotiate in good faith to resolve or waive such conflicts, or to limit or terminate services under this Agreement so as to avoid such conflicts.

Q. Inspections or Observation

Where services provided herein relate to the inspection or observation of items or projects constructed by third parties on behalf of the County, whether with respect to the compliance of those items with applicable codes or its acceptable construction as a public or private improvement, the Contractor shall not serve as a guarantor of any third party, public or worker safety. The Parties acknowledge the Contractor shall have a duty to identify defects or non-compliance with applicable standards and to report such information to the County, and where such defects or non-compliance require immediate remediation, to make such report immediately upon observation of the condition. Such duty shall also extend to properly documenting the observed condition whether through report, photography, video or other medium. However, the Contractor shall not be responsible for the means, method or sequence of work that any third-party employs, nor for review or recommendation of applicable workplace safety rules, regulations or suggestions. The Parties expressly disclaim the existence of any third-party beneficiary from the Contractor's services hereunder (where relating to inspection or observation as defined herein), it being recognized that the services contemplated herein require reporting of information to the County as the client of Contractor, and not to any other party.

Agreed to this 1st day of December, 2021.

Lee County

Contractor

Chairman, Lee County Board

County Clerk

Exhibit A: Fee Schedule

The Law Firm providing the Outside Legal Services will be compensated for consulting services at the hourly rate supplied by the consulting firm based upon the attached fee schedule.

Exhibit B: Insurance Requirements:

1. All Contractors and All Contracts.

Contractor shall provide any and all insurance required under any applicable law, regulation, statute or ordinance, including but not limited to workers' compensation insurance, unemployment insurance, automobile liability insurance and other legally required insurance. Contractor shall produce a certificate evidencing current coverage, upon request from the County. Contractor shall indemnify and hold harmless the County from any and all liability, damage, cost or expense which the County may incur or be liable to pay as a result of any and all accidental injuries or damages suffered by the Consultant or its employees (in addition to any other required indemnification or insurance from the Consultant).

2. Certificates and General Conditions:

Unless otherwise indicated herein, any certificate of insurance shall further indicate the County is additional primary insured on such policy of insurance, shall indicate such policies shall not have any right of subrogation against the County or the County's insurers, and shall indicate said policy shall not be cancelled or revoked except after the provision of not less than thirty (30) days' notice to the County. Any insurance maintained by the County shall be excess to such coverage provided by Contractor. Contractor shall maintain said policy in full force and effect for the duration of this Agreement and shall periodically provide updated certificates of insurance to evidence continuing coverage in compliance herewith. For purposes of this Agreement and insurance provided hereunder, the "County" shall include the County of Lee, its employees, appointed and elected officers, its committees, its attorneys, and all corporate bodies that exist as a subsidiary to the County. Additional insured status shall be demonstrated with coverage equal to or greater than the ISO CG 20 10 form endorsement and shall provide coverage for bodily injury, property damage or other claims or damages caused in whole or in part by the acts or omissions of the Contractor and/or the County (as defined herein). Coverage shall be applicable both to ongoing and completed operations. The requirements applicable herein shall apply to the Contractor's underlying insurance policy (i.e. the certificate of insurance shall evidence coverage compliant with these terms on the Contractor's insurance policy, and the County shall be named as additional primary insured on such policy).

3. Comprehensive General Liability Coverage Requirements.

Unless this Section 3 of Exhibit B is clearly marked out as being inapplicable, Contractor shall also be required to provide the County with a Certificate of Insurance, in a form and from an issuer acceptable to the County, indicating that the Contractor has obtained and maintains comprehensive general liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00) per person / Two Million Dollars (\$2,000,000.00) per occurrence.

4. Automobile Insurance Coverage:

Unless this Section 4 of Exhibit B is clearly marked out as being inapplicable, Contractor shall also be required to provide the County with a Certificate of Insurance, in a form and from an issuer acceptable to the County, indicating that the Contractor has obtained and maintains comprehensive automobile liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00) per person / Two Million Dollars (\$2,000,000.00) per occurrence.

5. Indemnification.

The policy limits, availability or in availability of insurance coverage or the applicability of claims, defenses or limitations based upon applicable law (including but not limited to the Illinois Worker's Compensation Act or similar laws or statutes) shall in no way limit the Contractor's obligation to indemnify and hold harmless the County from any claims for damage, liabilities or other costs arising out of or relating to the Contractor's work or this Agreement.

6. Additional Insurance Requirements.

Contractor shall also be required to provide the following insurance:

EACH CERTIFICATE OF LIABILITY INSURANCE SHALL REFERENCE THE SPECIFIC BID NUMBER AND PROJECT DESCRIPTION IN THE ADDITIONAL INSURED FIELD, AND MUST BE PROVIDED DIRECTLY TO THE COUNTY REPRESENTATIVE.