

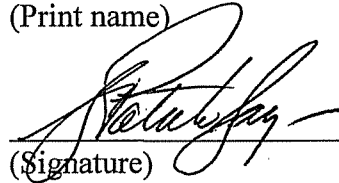
DOCUMENT VET SHEET
for
Karen McConnaughay
Chairman, Kane County Board

Name of Document: Agreement with Nelson/Nygaard Consulting Associates for
Developing the 2040 Transit Component of Kane County's Long Range Comprehensive
Planning Efforts

Submitted by: Steve Coffinbargar

Date Submitted: _____

Examined by: Pat Jaeger
(Print name)


(Signature)

July, 2009
(Date)

Comments: _____

Chairman signed:



No
(Date)

9-29-09

Document returned to:

County Clerk

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 09 - 287

APPROVING A PROFESSIONAL SERVICES AGREEMENT
WITH NELSON/NYGAARD CONSULTING ASSOCIATES FOR
DEVELOPING THE 2040 TRANSIT COMPONENT FOR
KANE COUNTY'S LONG RANGE COMPREHENSIVE PLANNING EFFORTS

WHEREAS, planning services are needed for developing the 2040 Transit Component for Kane County's Long Range Comprehensive Planning Efforts (herein referred to as the "Project"); and

WHEREAS, in order to accomplish the Project, it is necessary to retain the services of a professional engineering firm to provide planning services; and

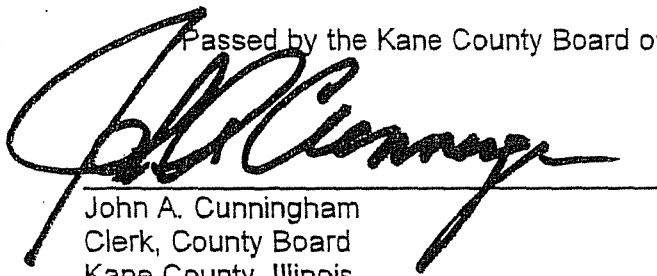
WHEREAS, Nelson/Nygaard Consulting Associates of 785 Market Street, Suite 1300, San Francisco, California 94103 has experience and professional expertise in planning services and is willing to perform the required services for the Project for an amount not to exceed One Hundred Nineteen Thousand Seven Hundred Thirty Eight Dollars (\$119,738.00).

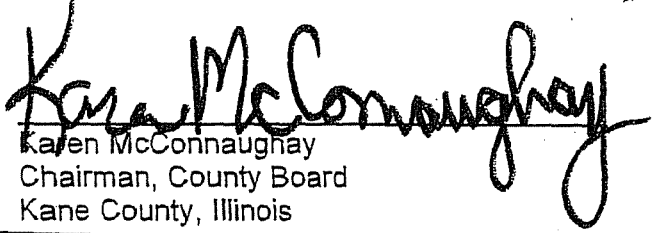
NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to execute a planning services agreement for the Project with Nelson/Nygaard Consulting Associates (a copy of which is on file with the County Clerk's Office).

BE IT FURTHER RESOLVED that the Kane County Board appropriate the not to exceed sum of One Hundred Nineteen Thousand Seven Hundred Thirty Eight Dollars (\$119,738.00) from County Highway Fund #300, Line Item #50150 (Consulting Services) to pay for said planning services with approximately Eighty Thousand Dollars (\$80,000.00) reimbursement thereof from RTA subregional planning funds.

Line item	Line Item Description	Was personnel/item/service approved in original budget or a subsequent budget revision?	Are funds <u>currently</u> available for this personnel/item/service in the specified line item?	If funds are not currently available in the specified line item, where are the funds available?
300.520.520.50150	Consulting Services	Yes	Yes	

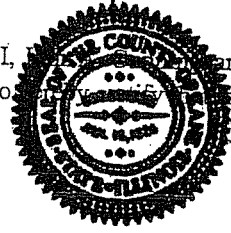
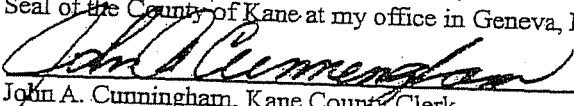
Passed by the Kane County Board on August 11, 2009.


John A. Cunningham
Clerk, County Board
Kane County, Illinois


Karen McConaughay
Chairman, County Board
Kane County, Illinois

Vote:
Yes 25
No 0
Vote VOICE 1
Abstentions 0

8-2040TRNSTNLSN.4LH

STATE OF ILLINOIS COUNTY OF KANE	DATE <u>AUG 27 2009</u>
I,  John A. Cunningham, Kane County Clerk and Keeper of the Records in Kane County, Illinois do hereby certify that the attached is a true and correct copy of the original record on file.	
In witness whereof, I have hereunto set my hand and affixed the Seal of the County of Kane at my office in Geneva, Illinois.  John A. Cunningham, Kane County Clerk	

**AN AGREEMENT BETWEEN THE COUNTY OF KANE AND
NELSON\NYGAARD FOR THE TRANSIT COMPONENT
OF KANE COUNTY'S LONG RANGE COMPREHENSIVE PLAN**

PURCHASE ORDER #2009-2310

This AGREEMENT, made this ____ day of September 2009 between the COUNTY OF KANE, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY"), of 719 South Batavia Avenue, Geneva, Illinois 60134 and Nelson\Nygaard (hereinafter referred to as the "CONSULTANT"), having its corporate headquarters located at 785 Market Street, Suite 1300, San Francisco, California 94103 and managing this project from its Portland office located at 621 SW Morrison St., Suite 950, Portland, Oregon 97205. The COUNTY and the CONSULTANT are sometimes hereinafter collectively referred to as the "PARTIES" and individually as a "PARTY".

WITNESSETH

WHEREAS, it is deemed to be in the best interest of the COUNTY and the motoring public to improve and maintain the various highways throughout Kane County; and,

WHEREAS, the COUNTY desires to conduct a detailed transit assessment and provide transit service recommendations for Kane County's Long Range Plan (hereinafter referred to as the "PROJECT"); and,

WHEREAS, in order to accomplish the PROJECT it is necessary to retain the services of a professional consulting firm to perform transportation modeling and planning services for the PROJECT; and,

WHEREAS, the CONSULTANT has experience and professional expertise in transit planning and is willing to perform said services for the PROJECT for an amount not to exceed one hundred nineteen thousand seven hundred thirty-eight Dollars (\$119,738.00),

WHEREAS, the COUNTY has determined that it is in the COUNTY'S best interest to enter into this AGREEMENT with the CONSULTANT.

NOW, THEREFORE, in consideration of the above stated preambles, the mutual covenants and agreements herein set forth, the PARTIES do hereby mutually covenant, promise, agree and bind themselves as follows:

1.0 INCORPORATION

1.1 All of the preambles set forth hereinabove are incorporated into and made part of this AGREEMENT.

2.0 SCOPE OF SERVICES

2.1 Services for the PROJECT are to be provided by the CONSULTANT according to the specifications set forth in Exhibit "A" which is attached hereto and

incorporated herein. The services are sometimes hereinafter also referred to as the "work".

3.0 NOTICE TO PROCEED

- 3.1 Authorization to proceed with the work described and as otherwise set forth in Exhibit "A" shall be given on behalf of the COUNTY by the Kane County Engineer, in the form of a written notice to proceed (hereinafter "Notice to Proceed"), following execution of this Agreement by the County Board Chairman of the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS

- 4.1 The prior written approval of the Kane County Engineer shall be required before any sub-consultants are hired by the CONSULTANT to perform any of the work.
- 4.2 Any such sub-consultants shall be hired and supervised by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultants in the same manner and with the same liability as if performed by the CONSULTANT.

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work on the PROJECT as directed in the Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed prior to the date of the Notice to Proceed or after termination of this AGREEMENT.
- 5.2 Within ten (10) days after the Notice to Proceed is mailed or otherwise transmitted to the CONSULTANT, the CONSULTANT shall submit a schedule for completion of the PROJECT. The schedule is subject to approval by the County Engineer.

6.0 COMPENSATION

- 6.1 The COUNTY shall only pay the CONSULTANT for work performed and shall pay only in accordance with the provisions of this AGREEMENT.
- 6.2 For work performed, the COUNTY shall pay the CONSULTANT based upon the hourly rates set forth in Exhibit "B", which is attached hereto and incorporated herein and which rates includes overhead and profit.
- 6.3 For direct expenses, the COUNTY shall pay the CONSULTANT for supplies and materials required for the completion of all work defined in the Exhibit "A" which is attached hereto.

- 6.4 For direct expenses, the CONSULTANT shall include copies of receipts from suppliers for expendable materials with its invoice to the COUNTY. Computer charges will not be allowed as direct expenses.
- 6.5 Within 45 days of receipt, review and approval of properly documented invoices, the COUNTY shall pay or cause to be paid to the CONSULTANT partial payments of the compensation specified in this AGREEMENT. Payment will be made in the amount of sums earned less previous partial payments. However, the COUNTY reserves the right to hold back a sum equal to five percent (5%) of the total Agreement sum to ensure performance satisfactory to the Kane County Engineer.
- 6.6 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not exceed one hundred nineteen thousand seven hundred thirty-eight Dollars (\$119,738.00).

7.0 DELIVERABLES.

- 7.1 The CONSULTANT shall provide the COUNTY, prior to the termination of this AGREEMENT, or at such time as the Kane County Engineer directs, any required deliverables related to work performed under this AGREEMENT.
- 7.2 Upon receipt, review and acceptance of all deliverables by the COUNTY (if required), final payment will be made to the CONSULTANT by the COUNTY.

8.0 CONSULTANT'S INSURANCE

- 8.1 The CONSULTANT shall, during the term of this AGREEMENT and as may be required thereafter, maintain, at its sole expense, insurance coverage including:
 - A. Worker's Compensation Insurance in the statutory amounts.
 - B. Employer's Liability Insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000) each accident/injury and Five Hundred Thousand Dollars (\$500,000) each employee/disease.
 - C. Commercial General Liability Insurance, (including contractual liability) with limits of not less than One Million Dollars (\$1,000,000) per occurrence bodily injury/property damage combined single limit; Two Million Dollars (\$2,000,000) excess liability coverage in the aggregate for injury/property damage combined single limit and Two Million Dollars (\$2,000,000) in the aggregate for products-completed operations.
 - D. Commercial Automobile Liability Insurance with minimum limits of at least One Million Dollars (\$1,000,000) for any one person and One Million Dollars (\$1,000,000) for any one occurrence of bodily injury or property damage.

E. Professional Errors and Omissions Insurance with a minimum limit of One Million Dollars (\$1,000,000.00).

8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S certificates of insurance before issuance of the Notice to Proceed. The CONSULTANT shall provide the COUNTY and maintain a certificate of insurance for its General Liability Policy which certificate shall include the COUNTY as additional named insured. The additional named insured endorsement included on the CONSULTANT'S Commercial General Liability policy shall provide the following:

- A. That the coverage afforded the additional named insured will be primary insurance for the additional named insured with respect to claims arising out of operations performed by or on behalf of the CONSULTANT;
- B. That if the additional named insured has other insurance which is applicable to the loss, such other insurance will be only on an excess or contingent basis;
- C. That the amount of the CONSULTANT'S liability under the insurance policy will not be reduced by the existence of such other insurance; and,
- D. That the certificate of insurance shall contain a provision or endorsement that the coverage afforded will not expire, be canceled, materially changed, nor renewal refused until the insurance carrier endeavors to provide at least thirty (30) days prior written notice to the COUNTY. Nelson/Nygaard shall provide thirty days written notice to the COUNTY via registered mail in the event of cancellation or non-renewal of coverage.

8.3 The insurance required to be purchased and maintained by CONSULTANT shall be provided by an insurance company acceptable to the County with an AM Best rating of A- or better, and licensed to do business in the State of Illinois; and shall include at least the specified coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater. In no event shall any failure of the COUNTY to receive policies or certificates of insurance or to demand receipt of the same be construed as a waiver of the CONSULTANT'S obligation to obtain and keep in force the required insurance.

9.0 INDEMNIFICATION.

9.1 To the fullest extent permitted by law, the CONSULTANT shall indemnify and hold harmless the COUNTY, and its officials, directors, officers, agents, and employees from and against any and all claims, damages, losses, and expenses, including but not limited to court costs and attorney's fees, arising out of or resulting from performance of the work, provided that such claim, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the

CONSULTANT, a sub-consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, excluding any proportionate amount of any claim, damage, loss or expense which is caused by the negligence of the COUNTY. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity, which would otherwise exist as to a PARTY or person described in this paragraph. In claims against the COUNTY and its officials, directors, officers, agents, and employees by an employee of the CONSULTANT, a sub-consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the CONSULTANT or a sub-consultant under workmen's compensation acts, disability benefit acts or other employee benefit acts.

- 9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents, and employees, from defending through the selection and use of their own agents, attorneys and experts, to defend any claims, actions or suits brought against them.
- 9.3 If any errors, omissions, intentional or negligent acts are made by the CONSULTANT or sub-consultant in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY.
- 9.4 Acceptance of the work by the COUNTY will not relieve the CONSULTANT of the responsibility for the quality of the work, nor of the CONSULTANT'S liability for loss or damage to property or persons resulting therefrom.

10.0 SATISFACTORY PERFORMANCE.

- 10.1 The CONSULTANT'S and sub-consultant's standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets or exceeds the quality and standards commonly accepted in the industry in the Chicago metropolitan area.

11.0 CONFLICT OF INTEREST.

- 11.1 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of CONSULTANT'S services under this AGREEMENT.
- 11.2 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Purchasing Act; and further certifies that it has not been barred from contracting with a unit of State or Local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, 1992, Chapter 720, paragraph 5/33E-3).

12.0 OWNERSHIP OF DOCUMENTS.

- 12.1 The CONSULTANT agrees that all survey data, reports, drafting, studies, specifications, estimates, maps, documents and computations prepared by the CONSULTANT under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY within ninety (90) days of written request therefor. The CONSULTANT's obligation hereunder shall survive the termination of this AGREEMENT.
- 12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT.

13.0 COMPLIANCE WITH STATE AND OTHER LAWS.

- 13.1 The CONSULTANT and any sub-consultants will comply with all State, Federal and Local statutes, ordinances and regulations; and will obtain all permits as are applicable.
- 13.2 The CONSULTANT and any sub-consultants shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice.

14.0 MODIFICATION OR AMENDMENT.

- 14.1 The terms of this AGREEMENT may only be modified or amended by a written document duly executed by both PARTIES.

15.0 TERM OF THIS AGREEMENT.

- 15.1 The term of this AGREEMENT shall begin on the date this AGREEMENT is fully executed and shall continue in full force and effect until the earlier of the following occurs:
 - A. The PARTY'S termination of this AGREEMENT in accordance with the terms of Section 16.0; or,
 - B. Upon the 335th day after receipt by the CONSULTANT of the Notice to Proceed from the Kane County Engineer on behalf of the COUNTY. (The fee payable to the CONSULTANT for services rendered shall be for 335 calendar days during the periods from July 2009 to June 2010 as set forth on Exhibit A attached hereto).
- 15.2 In the event the required calendar days as stated in Section 15.1 B above are exceeded and/or anticipated personnel requirements are not adequate and remaining funds are not sufficient to complete the PROJECT, adjustments in total

compensation to the CONSULTANT may, at the sole option of the COUNTY be determined through negotiation between the COUNTY and the CONSULTANT. The COUNTY shall however, have no obligation to agree to any adjustment in total compensation or in the term of this Agreement.

- 15.3 The date of the first calendar day for this AGREEMENT shall be the date of receipt of the Notice to Proceed by the CONSULTANT from the COUNTY. In the event the PROJECT work is suspended by the COUNTY as recorded on the "Report of Starting and Completion Date," the calendar days for this AGREEMENT will also be suspended for a like amount of time.
- 15.4 Notwithstanding anything in Section 15.0 to the contrary, the Kane County Engineer may at his sole option, upon the request of the CONSULTANT, extend the term of this Agreement for a period of time up to but not exceeding one year.

16.0 TERMINATION ON WRITTEN NOTICE.

- 16.1 Except as otherwise set forth in this AGREEMENT, the CONSULTANT shall have the right to terminate this AGREEMENT for cause upon serving sixty (60) days written notice upon the COUNTY.
- 16.2 The COUNTY may terminate this AGREEMENT at any time for any reason upon written notice to the CONSULTANT.
- 16.3 Upon termination of this AGREEMENT, the obligations of the PARTIES to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Notwithstanding anything in this AGREEMENT to the contrary however, the obligations of the CONSULTANT to indemnify and hold harmless the COUNTY as provided for in Section 9.0 of the AGREEMENT shall survive the termination of this AGREEMENT.
- 16.4 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, as a result of this AGREEMENT shall become the property of the COUNTY.

17.0 ENTIRE AGREEMENT.

- 17.1 This AGREEMENT contains the entire agreement and understandings between the PARTIES.
- 17.2 There are no other covenants, promises, conditions or understandings, either oral or written, other than those contained herein.

18.0 NON-ASSIGNMENT.

- 18.1 This AGREEMENT shall not be assigned by either PARTY without prior written approval by the PARTY not requesting the assignment.

19.0 SEVERABILITY.

19.1 In the event any provision of this AGREEMENT is held to be unenforceable for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT, which will remain in full force and effect and enforceability in accordance with its terms.

20.0 GOVERNING LAW.

20.1 This AGREEMENT shall be governed by the laws of the State of Illinois both as to interpretation and performance.

20.2 Venue for any dispute arising hereunder shall be in the Circuit Court of the Sixteenth Judicial Circuit, Kane County, Illinois.

21.0 NOTICE.

Any required notice shall be sent to the following addresses and party:

KANE COUNTY DIVISION OF TRANSPORTATION
41W011 Burlington Road
Saint Charles, IL 60175
Attn.: Carl Schoedel, P.E., Kane County Engineer

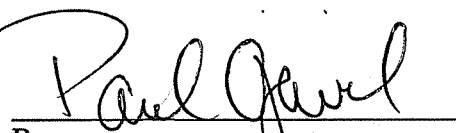
Nelson\Nygaard
621 SW Morrison Street
Suite 950
Portland, OR 97205-3824
Attn.: Scott Chapman

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first written above.

COUNTY OF KANE

Nelson\Nygaard


KAREN McCONNAUGHAY
CHAIRMAN, KANE COUNTY BOARD


By: _____
PRESIDENT

ATTEST:

ATTEST:

JOHN A. CUNNINGHAM
KANE COUNTY CLERK

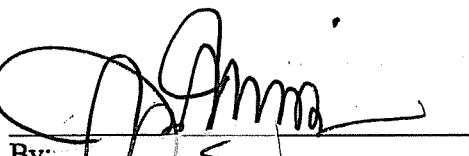

By: _____
SECRETARY
SEAL
8

Exhibit A

Scope of Work

Revised July 10, 2009

The Nelson\Nygaard team is pleased to submit this step-by-step work plan for preparing the Transit Component of Kane County's Long Range Comprehensive Plan. Our response is intended to meet or exceed the requirements of the scope identified in the RFP, and to demonstrate our commitment to accommodating the County's needs. We have carefully reviewed the RFP and incorporated the elements listed in each of the eight tasks included in the RFP into our proposed work plan.

The proposed budget for this project was prepared to minimize consultant team costs associated with the development of the Transit Component of the Long Range Comprehensive Plan. To control these costs, this scope of work identifies areas with Kane County Staff can partner with the Nelson/Nygaard team to provide in-kind services and/or project support material. These areas of support are identified in the Staff Support call-out boxes

Transit Component Long Range Comprehensive Plan Scope of Work

KANE COUNTY

Task 0 Project Initiation

At the onset of the project, we will work with Kane County staff and the Transit Committee (TC) to confirm the project goals and objectives, methodology, and project schedule. At the meeting, we intend to work with attendees to:

- Finalize data requirements and request appropriate data sources;
- Review area transportation needs and issues;
- Compile list of previous transportation studies, plans and reports;
- Identify any additional stakeholders that should be contacted during project execution;
- Discuss options for conducting public outreach;
- Clarify roles and responsibilities for consultant, County staff and TC members; and
- Clarify procedures for planning for and convening meetings of the TC.

Following the kick-off meetings, we will finalize a draft public involvement plan. We will document plans for involving the public, stakeholders and local policy makers. The plan will define the number and nature of stakeholder and public meetings. We will also detail the mechanisms for updating the public on the plan's status via a project website, newsletter etc.

The work plan, budget and schedule will be modified, if necessary, to reflect discussions resulting from the kick-off meeting.

Staff Support:	Nelson\Nygaard team members hope to meet with individuals or groups when doing field work in conjunction with the kick-off meeting. County staff can facilitate this work by identifying primary stakeholders in advance of kick-off meeting and generally assisting with preparation for the interviews including the review of any applicable interview guides.
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Deliverable:	Summary of kick-off meetings Final scope of work and project schedule Draft public involvement plan
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Task 1 Document Existing and Planned Services

The goal of this task is to identify all forms of public transportation currently available to Kane County residents and employees. Nelson\Nygaard and RLS prepared a service inventory in 2007 for the Coordinated Plan, which will help to guide this updated effort. Current service will be documented via an inventory of services, breaking out:

- Service type (fixed route, ADA paratransit, other demand response, taxi, community-based and private shuttles, vanpools, carpools etc);
- Level of service (headways, hours of operation, days of operation etc);
- Eligibility constraints and/or targeted customer groups;
- Ridership numbers looking at boardings per stop and/or frequency of trips to on-demand locations;
- Operating costs and funding sources per service;
- Fares and other costs to use the various services;
- An assessment of capital investments affecting Kane County service; and
- Supporting infrastructure investments made in park-and-ride facilities, benches, shelters and transfer facilities in Kane County.

The Nelson\Nygaard team will work with PACE and Metra staff to document the performance of these services in terms of key performance measures including riders per hour of service and farebox recovery where appropriate. We will compare these results to the agency's standards to see how Kane County service is performing relative to regional goals. We will also ascertain park-and-ride capacity and utilization data in support of potential park-and-ride strategies in Phase 2. At this time we will also document any long-term plans for all modes of service to inform our analysis of future year gap analysis in Task 3.

Emphasizing the use of maps, tables and supporting graphics, we will prepare a technical memorandum summarizing the findings from this task. After reviewing with Kane County staff, we will provide a draft version of the technical memorandum to the TC. After addressing feedback from the TC, we will release a final version of the memorandum and it will become an element of the Phase 1 report.

Staff Support: The Nelson\Nygaard team may seek support from County staff to assemble and possibly pre-process GIS data if the information available from the service providers requires significant cleaning or modification. Upon gathering the data we will be able to determine our options for analysis and presentation and if additional data processing work (above and beyond what the project budget accounts for) could allow for enhanced presentation options.

Deliverables: Draft and Final Technical Memorandum #1 detailing existing and planned services. Memorandum will include maps and graphics identifying existing transit network, stations, facilities and transit supportive infrastructure inventory.

Task 2 Market Analysis

The purpose of this task is to provide a coherent picture of current and future markets for public transportation in Kane County. The primary factors affecting the demand for these services include:

- Population and employment densities;
- Location of major activity centers include employment centers, medical facilities, public services and retail developments;
- Travel patterns, both internal and external to Kane County, and for commute, educational, medical and personal purposes;
- Socioeconomic demographics including the presence of seniors, community members with disabilities and low-income households; and
- The presence of transit-supportive land use, parking and congestion management policies.

We assume that CMAP and the service area cities will provide the most currently available demographic data by Transportation Analysis Zone (TAZ) or equivalent analysis zone for our analysis. This should include current and projected population, population density, employment, employment density, age, income, household size, etc. Additionally, we will review regional economic forecasts and prepare an economic analysis of housing growth trends and job growth.

Trip origin/destination (OD) data and projections will be a key component of the market analysis. US Census Journey-to-Work data can be informative in this task, but these data are becoming rather old as we near the next census. We will primarily rely on CMAP traffic modeling data and projections along with mode-split assumption goals for the region. We will also work with PACE staff to see if transfer and/or OD data (possibly gathered from rider surveys) are available to augment this analysis. PACE's vanpool program is also likely to have pertinent information on travel patterns to large employers, especially for trip not currently made via transit.

We will augment the OD data to further highlight key activity centers by identifying the largest employers, major medical and retail centers. We will document the nature of travel to largest demand centers focusing on employee shift times, hours of operation for patrons etc.

To gather needs from the major employers and other key determinates of transit demand, we will conduct up to 10 one-on-one stakeholder interviews with limited set of representatives. We will prepare stakeholder interview guides, which we will review with Kane County staff and/or the TC before conducting the interviews. In addition, we will look to the TC to identify additional demands for travel within their respective municipalities. We will also meeting with the Kane County Paratransit Coordinating Council to solicit inputs on the current and future demands they envision for their constituents.

Stakeholder interviews will provide feedback on:

- Transportation needs;
- Key trip origins, destinations and travel patterns within the service area;
- Perceived strengths and weaknesses of current services;

Transit Component Long Range Comprehensive Plan Scope of Work

KANE COUNTY

- What the community expects from transportation services;
- Citizens' perception of service quality;
- The workability of possible strategies to improve service efficiency and effectiveness;
- Potential increases in demand (especially those due to land use and growth issues);
- Opportunities for service coordination; and
- Opportunities for partnerships in the expansion of service.

This task will also include a review of applicable planning documents from the County, local municipalities and the CMAP to document large planned developments, transit supportive policies and any documented needs for public transportation. We will also identify access to transit problems identified by other planning efforts including sidewalk connectivity and the presence physical barriers between trip ODs and transit pickup/drop off locations.

The results of this task will be summarized in a second technical memorandum. Feedback from the TC on the draft memorandum will be an important check-in as the needs assessment in Task with will be based on the current and future needs identified in this task. After reviewing with Kane County staff, we will provide a draft version of the technical memorandum to the TC. After addressing feedback from the TC, we will release a final version of the memorandum and it will become an element of the Phase 1 report.

Staff Support: The Nelson\Nygaard team will likely seek support from County staff to assemble the applicable plans and studies from local municipalities. Ideally, this would take place before the formal kick-off meeting with the TC, allowing for discussion of major planning efforts or land use developments with TC members.

Deliverables: Technical Memorandum #2 detailing current and projected markets for public transportation

Task 3 Current and Future Needs Assessment

In this step we will provide an assessment of existing and future needs for public transportation in Kane County. This will be more than just an identification of gaps in the current service areas. We will look at the various markets identified in Task 2 and judge where current and planned services may fall short with respect to:

- Hours of operation (for the various markets identified in Task 2);
- Convenience relative to other modes looking at travel times, frequency of service, reliance on transfers etc.;
- Availability of services that best meet needs (i.e. is a trip possible, but it is better suited for commuters or shoppers or vice versa);
- ADA accessibility;
- Accessibility from adjacent neighborhoods (street/sidewalk network connectivity);
- Presence of bench, shelters and other amenities at trans stops; and
- Marketing material and other rider information.

We will also identify areas where markets are over served due to either duplicative services or inefficiencies in service provision.

We will work with the TC to prioritize the needs in preparation for Phase 2 where it will be necessary to allocate limited financial resources to multiple and sometime competing needs. It will be an important step to reach consensus on the most significant transportation needs and travel patterns in order to address them when preparing recommendations. Therefore we suggest the first public outreach event be timed to allow a public dialog on the findings to date.

Following the public involvement plan outlined during Task 0, we will work with County staff to prepare outreach material and promote the event. The TC will have an opportunity to review the outreach material along with Technical Memorandum #3 which will summarize the identified needs.

Staff Support: In support of the outreach event, we will likely look to County staff to take an active role in executing the project's public involvement plan. Likely activities will include:

- Maintenance of project website (Nelson\Nygaard team will be available to help develop content)
- Production of project newsletters (Nelson\Nygaard team will be available to help develop content)
- Promotion of events (including press releases, public notices etc.)

Deliverables: Technical Memorandum #3 detailing needs assessment
Outreach event materials
Phase 1 report summarizing findings from Task 1-3
Summary of outreach event

Task 4 System Improvement Recommendation

The goal of this step is to identify short-, intermediate- and long-range recommendations for public transportation in Kane County. Based on the needs identified in Phase 1, we will offer recommendations for: transportation services; supporting policies; governance and organizational structures; and supporting activities such as marketing and rider information programs.

We will first develop a list of possible service strategies to address the identified needs. As described in the RFP, these strategies may represent more than just the traditional transit solutions. These will include, but will not necessarily be limited to:

- Route restructuring and schedule adjustments to serve new or underserved markets, ensure better connections, and improve on-time performance and service reliability;
- Service expansion strategies such as lengthening existing routes, expanding services, hours or days, and increasing service frequency;
- Amendments to demand response program service policies and parameters, scheduling, and dispatch procedures to improve service performance and reliability;
- New service alternatives such as flex-route or route deviation services that may better serve the needs of low density suburban areas or feeder service to future BRT service;
- Non-traditional transportation programs that are tailored to unique needs, such as ridesharing, subscription services, community/shopper/employee shuttles or volunteer-driver programs; and
- Park-and-ride strategies to accommodate those without direct access to transit while still reducing overall vehicle miles traveled.

We will also recommend land use and transportation demand management (TDM) strategies to promote the use of public transportation. Similar strategies were raised in the 2002 *Kane County Transit Opportunity Assessment Study* and we will update and expand upon these to best address the current and forecasted needs and conditions.

Our deliverable for this task will include maps highlighting suggested service routes and service areas. We will also include an implementation matrix calling out practical and realizable action items. We develop plans that become tools for change, highlighting such elements as:

- Likely responsible parties;
- Suggested timeframe for implementation;
- Budgetary cost estimates (both operating and capital);
- Monitoring activities including performance measures where appropriate; and
- Procurement of funding (based on Task 5 findings which will be executed in conjunction with this task).

Deliverables: Technical Memorandum #4 detailing recommendations and implementation issues
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Task 5 Funding Sources

Based on recommendations developed in the previous task, we will create a financial plan that covers current and potential operating and capital expenses. The financial plan will provide specific recommendations regarding allocation of projected costs for the short-, intermediate- and long-range timeframes. These will be based on expected organizational structures; historic ridership, funding, cost data, and trends (as well as the availability of funding, and any new funding sources identified); and recommended service levels. Capital costs will consist of one-time start-up costs and capital equipment needs.

The Financial Plan will consist of the following components:

- Administrative Cost Projections
- Operating Cost Projections
- Capital Projects
- Funding Sources and Cost Sharing Strategies

We will also examine PACE's funding projections for future services as well as the financial plans of the Ride-in-Kane program to identify short- and long-term funding sources available to cover these costs such as three-year demonstration grants and discretionary capital revenues to address immediate needs. To ensure that all potential funding sources are identified, this task will also provide research on local, state or federal programs that may provide funding. In our work with stakeholders, we will ascertain the likelihood, and levels, of local and regional funding sources. There may be other new funding opportunities to support operations and we will work closely with Kane County staff, the RTA, Pace, and Metra, and the TC on making appropriate assumptions.

These financial assumptions will spell out potential future sources of funds from the federal, state and local programs and from private sources. Funding opportunities will anticipate various scenarios based on current funding proposals that may impact public transportation funding should they be implemented (such as future federal stimulus packages or changes in the federal transportation reauthorizations).

We will also identify partnership opportunities ranging from sponsorship of local services to employer contributions for focuses service.

Deliverables: Technical Memorandum #5 detailing funding opportunities
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Task 6 Meetings

The meetings required to complete this plan have been built in the work scope for each task and are summarized in Figure 1. The Nelson/Nygaard team will support Kane County staff with the preparation for, and execution of, these meetings.

We will also coordinate with the other planning projects concurrently being carried out in Kane County, sharing any TC-approved data, findings and recommendations with the other project teams.

Deliverables: Meeting agendas, handouts, PowerPoint presentations and meeting minutes as required

Task 7 Final Plan

We will prepare a Draft final plan for review by the TC, the public and local policy makers. Upon incorporation of any feedback received during the review process, we will prepare a final plan report. The GIS files and supporting information generated with the final plan and its review process will be made available to other planning efforts and the Counties archiving and web publication processes.

Staff Support: In support of the outreach event, we will likely look to County staff to take an active role in executing the project's public involvement plan. Likely activities will include:

- Maintenance of project website (Nelson\Nygaard team will be available to help develop content)
- Production of project newsletters (Nelson\Nygaard team will be available to help develop content)
- Promotion of events (including press releases, public notices etc.)

The current budget includes productions costs of \$45 per report and executive summary pair for the requested 50 copies. This is likely on the low end as elaborate reports with extensive use of color can exceed \$100 per copy. If the county can produce these more economically, we suggest the use of the most cost effective production facility.

Deliverables: Draft and Final Reports
Outreach event materials
Summary memo highlighting feedback from outreach and policy maker presentations ahead of making changes to the final report.

Transit Component Long Range Comprehensive Plan Proposal

KANE COUNTY

Figure 1: Proposed Scope of Work Summary

	Task		Primary Work Elements	Major Meetings	Major Deliverables	Timeframe
Phase 1. Needs Assessment	0	Project Initiation	<ul style="list-style-type: none"> Review scope of work, project deliverables, consultant/staff roles & responsibilities and project timeline Identify key stakeholders Review outreach plans 	<ul style="list-style-type: none"> Kick off with Kane County Staff Transit Committee #1 (project kick-off) 	<ul style="list-style-type: none"> Summary of kick-off meetings Final scope of work Public Involvement Plan 	August 2009
	1	Document Existing and Planned Services	<ul style="list-style-type: none"> Inventory of existing services and supporting infrastructure Review of future service plans Documentation of findings 	<ul style="list-style-type: none"> Coordination meeting with PACE and Metra staff 	<ul style="list-style-type: none"> Technical Memorandum #1 detailing existing and planned services 	August –November 2009
	2	Market Analysis	<ul style="list-style-type: none"> Review of current and projected demographics Review of current and projected travel demands 	<ul style="list-style-type: none"> Coordination with CMAP and other planning efforts to identify available and projected market data Stakeholder interviews Meeting with Kane County Paratransit Coordinating Council Transit Committee #2 (review of Tech Memos 1 & 2) 	<ul style="list-style-type: none"> Technical Memorandum #2 detailing current and projected markets for public transportation 	August –November 2009
	3	Needs Assessment	<ul style="list-style-type: none"> Identification of unmet and/or underserved needs 	<ul style="list-style-type: none"> Transit Committee #3 (review of Tech Memo 3) Public Outreach Event #1 Presentation to County Board and Council of Mayors to review findings and discuss prioritization of needs 	<ul style="list-style-type: none"> Technical Memorandum #3 detailing needs assessment Outreach event materials Phase 1 report summarizing findings from Task 1-3 	September 2009 – January 2010

Transit Component Long Range Comprehensive Plan Scope of Work

KANE COUNTY

	Task	Primary Work Elements	Major Meetings	Major Deliverables	Timeframe
Phase 2. Recommendations	4	System Improvement Recommendations	<ul style="list-style-type: none"> Development of service alternatives per planning period Cost benefits analysis Identification of implementation issues 	<ul style="list-style-type: none"> Technical Memorandum #4 detailing recommendations and implementation issues 	<ul style="list-style-type: none"> December 2009 – March 2010
	5	Funding Sources	<ul style="list-style-type: none"> Identify funding opportunities 	<ul style="list-style-type: none"> Transit Committee #4 (review of Tech Memos 4 and 5) Technical Memorandum #5 detailing funding opportunities 	<ul style="list-style-type: none"> February – March 2010
	6	Meetings	<ul style="list-style-type: none"> Assistance with preparation of supporting material Assistance with promotion of public meetings 	<ul style="list-style-type: none"> As defined for the individual tasks Meeting agendas, handouts, PowerPoint presentations and meeting minutes as required 	<ul style="list-style-type: none"> Throughout the project
	7	Final Plan	<ul style="list-style-type: none"> Preparation of draft final plan including Phase 1 work along with recommendations and funding options Incorporation of feedback on draft plan into final plan 	<ul style="list-style-type: none"> Transit Committee #5 (review of Draft Final report) Public Outreach Event #2 Presentation to County Board and Council of Mayors Draft and Final Reports Outreach event materials 	<ul style="list-style-type: none"> April – June 2010

Note: Timeframe dates based on August Start of Project

Transit Component Long Range Comprehensive Plan Proposal

KANE COUNTY