
Professional Services AGREEMENT

This Agreement is made by and between County of Lake, Illinois ("Client"), and Cambridge Systematics, Inc., with offices at 115 South LaSalle Street, Suite 2200, Chicago, IL 60603 (hereinafter "Consultant") with reference to the following:

WHEREAS, Consultant is engaged in the business of rendering transportation consulting services; and

WHEREAS, in connection therewith, Client wishes to retain Consultant to perform a transportation market analysis; and

WHEREAS, Consultant is willing and able to render said services.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties agree as follows:

1. Consultant's Services. Consultant agrees to render services to Client in accordance with the Statement of Work attached hereto as Exhibit 1 and incorporated by reference.
2. a. Compensation. In consideration of the services set forth in Exhibit 1, Client shall pay Consultant in accordance with the budget attached hereto as Exhibit 2 and incorporated herein by reference.
 - b. Additional Compensation.
 - i. Consultant may be entitled to an adjustment in compensation in the event that changes are made to the scope of work or level of effort as further set forth in paragraph 6 herein.
 - ii. Client further agrees that in the event that the Consultant is required to provide documents, assistance or testimony in response to claims, demands or actions by third parties in connection with this project, Consultant shall be compensated for its professional fees, costs and associated expenses. This includes, without limitation, any assistance required by the Client relative to any claims made or any actions brought in connection with the project. The foregoing is intended to apply to third party claims, demands or actions that arise from or relate to the Client's project.
 - c. Manner of Payment. Once each month during the term hereof, Consultant shall prepare and submit to the Client an invoice together with such supporting documentation as may be reasonably required by Client. Invoices shall be based on the rates set forth in Exhibit 2, attached hereto and incorporated herein by reference. Client shall pay Consultant within thirty (30) days after receipt of the

invoice and any required supporting documentation.

3. a. Status as Independent Contractors. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement. Consultant shall act as an independent contractor, and neither party shall have the power to act for or bind the other party except as expressly provided for herein.

b. Ineligible for Employee Benefits. Consultant shall not be eligible for any benefit available to employees of Client, including, but not limited to, workers compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, savings plans and the like.

4. Term. This Agreement shall be effective as of the date of execution and shall continue in effect through the date of completion unless earlier terminated as provided in paragraph 5 below or the period of performance is extended pursuant to an amendment hereto signed by both parties.

5. Termination. Client shall have the right to terminate this Agreement for convenience upon thirty (30) days' written notice to Consultant. Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within thirty (30) days of receipt of a written notice from the non-defaulting party specifying such default unless otherwise agreed in writing. Client shall compensate Consultant for work performed up to the effective date of the termination using the labor rates set forth in Exhibit 2.

6. Changes. If any change in the scope of work causes an adjustment in the Consultant's cost of, or time required for, the performance of any part of the work pursuant to this Agreement, the parties shall negotiate an equitable adjustment to the compensation payable hereunder, and this Agreement shall be modified in writing accordingly.

7. Standard of Performance. Consultant agrees to perform the services required hereunder in accordance with the standards of the profession, and to devote such time as is necessary to perform the services required under this Agreement.

8. Conflicts of Interest. Consultant represents that (i) the work hereunder will not create an actual or apparent conflict of interest with any other work it is performing, and (ii) Consultant is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement.

9. Confidential Information. Consultant agrees to treat as confidential all proprietary or confidential information provided by Client, provided such information is clearly marked "proprietary" and/or "confidential.". The parties are not obliged to treat as proprietary any information which is (i) already in the public domain, (ii) already known to the receiving party's personnel, (iii) independently developed at a later time by the receiving party's personnel without knowledge of the disclosing party's Proprietary Information, (iv) provided by a third party without breaching any obligation to the disclosing party, or (v) required to be disclosed by court order. Consultant may retain a copy of the confidential information for archival purposes only.

10. Work Product. Consultant agrees that all reports and deliverables provided to Client hereunder that are first created by Consultant hereunder shall constitute Work Product and shall be the property of the Client. Provided however, the foregoing will not prevent the Consultant from marketing, developing, using and performing services or products similar to or competitive with the services and products furnished under this Agreement to the extent that such services and products do not include confidential information of the Client.

11. Insurance. Consultant shall be solely responsible for obtaining workers compensation insurance for its employees and agents and such other insurance as may be required by applicable laws. Consultant agrees to carry, for the term of this Agreement, the following insurance in the amounts indicated:

Professional Liability	\$1,000,000		
Commercial General Liability	\$1,000,000	per	occurrence/
	\$2,000,000	aggregate	
Automobile Liability	\$1,000,000		

Upon request of the Client, Consultant shall furnish certificates evidencing any and all such insurance.

12. Liability. Client agrees that Consultant's total aggregate limit of liability hereunder (whether by contract, statute, in tort or otherwise) for damages on any one or more or all claims (regardless of the number of different or other claims, claimants or occurrences) shall not exceed a total of the fees paid under this Agreement. Client further agrees that Consultant shall not be liable to Client for any indirect, incidental, special or consequential damages, any lost profits or any claim or demand, arising out of or in connection with this Agreement even if Consultant has been advised of the possibility of such damages. No action, regardless of form (whether statutory, contract, in tort or otherwise), arising out of the transaction under this Agreement, may be brought by either party more than one year after the cause of action has accrued.

13. Miscellaneous.

a. Attorneys' Fees. In the event that suit is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of the costs of suit, and not as damages, reasonable attorneys' fees to be fixed by the Court.

b. Waiver, Modification and Amendment. No provision of this Agreement may be waived unless in writing, signed by all of the parties hereto. Waiver of any one provision of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other provision. This Agreement may be modified or amended only by a written agreement executed by all of the parties hereto.

c. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

d. Assignment; Subcontracting. Neither this Agreement nor any duties or obligations hereunder may be assigned, transferred, or subcontracted by Consultant without the prior written notification to the Client. For purposes of this Agreement, Client has approved of MKC Associates as a subcontractor to Consultant.

e. Notices.

- i. All notices under this Agreement shall be in writing and shall be delivered by personal service, facsimile or certified mail, postage prepaid, or overnight courier to such address as may be designated from time to time by the relevant party, which initially shall be the address set forth below:

Cambridge Systematics, Inc.
115 South LaSalle Street, Suite 2200
Chicago, IL 60603

For Technical Issues:
Attn: Yasasvi Popuri

For Contractual/Legal Issues:
Attn: Nick Caccamo

County of Lake, Illinois
600 W Winchester Road
Libertyville, IL 60048

Attn: Martin G. Buehler, P.E., Director
Transportation/County Engineer

ii. All notices shall be deemed given when received. No objection may be made to the manner of delivery of any notice actually received in writing by an authorized agent of a party.

f. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner.

g. Benefit. This Agreement is exclusively for the benefit of the parties hereto and may not be enforced by any person or entity other than the parties hereto, their respective successors and permitted assigns.

h. Captions. Captions are for informational purposes only and are not intended to replace contents of paragraphs that are captioned.

i. Entire Agreement. This Agreement and the exhibits attached hereto contain the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

j. FEDERALLY FUNDED AGREEMENTS

The Consultant agrees to comply with the requirements of the Chicago Metropolitan Agency for Planning (CMAP) Agreement, attached hereto as Exhibit 3, in the performance of all work subject to the provisions of this Agreement to the extent applicable to Consultant's work.

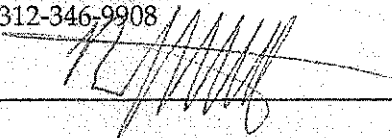
The Consultant further agrees that this Agreement is subject to the terms and conditions of the CMAP Agreement to the extent applicable to Consultant's work.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives this ____ day of _____, 2011.

Cambridge Systematics, Inc.

115 South LaSalle Street, Suite 2200
Chicago, IL 60603

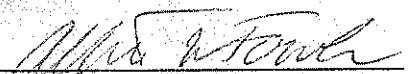
Telephone 312-346-9907
Fax 312-346-9908

By 

Title Brad Wright, Vice President

04-2505095
Social Security or Tax ID Number

Attest:

By 

Title Secretary

County of Lake, Illinois

300 W. Winchester Road
Libertyville, IL 60048-1381

Telephone 847-377-7400
Fax 847-362-5290

By _____
Title Chairman of the County Board

Attest:

By _____

Title _____

Recommended for Execution

By _____
Martin G. Buehler, P.E.
Director of Transportation/County Engineer
Lake County

Scope of Work

Lake County Transportation Market Analysis

Submitted to:

The Lake County Department of Transportation

Submitted by:

Cambridge Systematics

MKC Associates

March 18, 2011

■ Overview

The Lake County Transportation Market Analysis study has three main objectives. First, the study aims to conduct a detailed evaluation of the travel market in the county, as characterized by the population and employment characteristics of the travelers, and the magnitude and type of their travel. Second, the project aims to conduct service analysis of existing fixed route and demand-responsive service in Lake County. Third, the project is geared towards proposing transit service concepts so that transportation needs in the County can be met, and transit ridership increased.

Specifically, the following eight tasks are envisioned as part of this study:

- **Task 1.** Review of all transportation services in the Lake County Service Area;
- **Task 2.** Review of previous transportation market studies;
- **Task 3.** Analysis of transit service and performance trends;
- **Task 4.** Demographic, land use, and travel pattern analysis;
- **Task 5.** Determination of additional data needs and design of data collection efforts;
- **Task 6.** Survey administration, data collection and data delivery;
- **Task 7.** Service concept design; and
- **Task 8.** Report of findings and actionable recommendations.

The anticipated work scope for each task is presented in the next section.

■ Scope of Work

Task 1. Review of all transportation services in the Lake County Service Area

As part of this task, the CS team will review the transportation services in Lake County. Specifically, we will review the following items:

- **Transit Services**
 - An inventory of Metra stations in Lake County, the number of boardings, alightings, frequency of trains in the inbound and outbound direction, parking capacity and usage, and any bus or shuttle connections at each of these stations.

- Fixed route Pace bus services with their current route plans, service hours, frequencies, farebox recovery, weekday, Saturday and Sunday ridership and productivity (ridership per hour of service operated) .
 - Shuttle Bug services in the Lake Cook Road corridor with their route plans, service hours, frequencies, farebox recovery, weekday, Saturday and Sunday ridership and productivity (ridership per hour of service operated).
 - Vanpool services and their usage patterns Based on data available from Pace.
 - Dial-a-ride and other demand responsive transit services and their usage patterns, service hours, ridership and farebox recovery.
 - Overall assessment of system coverage and interconnectivity of transportation networks.
- **Highway Congestion**
 - The CS team will review travel time information on major highways to get a sense of the level of congestion on these highways. Data for key stretches of major interstate highways is available from the Lake Michigan Interstate Gateway Alliance.
 - If Lake County can provide the CS team with peak period or hourly data on traffic speeds or volume/capacity based level of service measures for major arterials, the CS team can evaluate the level of congestion on these arterials as well.

Deliverables

Summary report that details the transportation services that currently exist in Lake County.

Task 2. Review of previous transportation market studies

The CS team will review the relevant transportation market studies that have been conducted for Lake County and in the neighboring counties. The CS team will obtain a list of up to 10 major market studies from Lake County and Pace. The focus of this task will then be to identify any major travel markets or corridors that have already been identified as candidates for transit development.

Deliverables

A brief technical memorandum detailing the studies that have been reviewed, and a synopsis of findings from each study. The memorandum will also include major findings from the Pace 2007 Customer Satisfaction Index Studies on customer perceptions related to transit service in Lake County. To the extent that customer perception information is

available from transit services other than Pace, such data will be reviewed and summarized as well.

Task 3. Service analysis

The purpose of this task will be to develop an understanding of the performance trends of transit service in Lake County. The following key analysis items are envisioned as part of this task:

1. **Trend analysis of monthly average ridership** for weekday, Saturday and Sunday for each Pace fixed route for the past five years. The CS team will rely on Pace and Lake County staff to provide the data necessary for such an analysis. This analysis will generate a scatter plot that will clearly identify :
 - high ridership and low growth routes;
 - low ridership and high growth routes;
 - high ridership and high growth routes; and
 - low ridership and low growth routes.
2. **Analysis of most recent stop-level on-off count data** for weekday, Saturday and Sunday for all of the 14 Pace routes that operate all-day service. For each route, the stop-level on-off data will be analyzed to identify major "nodes" of transit activity. To the extent possible from the data, the activity will be aggregated across routes with common segments. Further, to the extent that data is available for every stop on the route, this analysis will also identify specific legs on each route where the buses have the highest passenger loading, and subsequently, whether there are any capacity constraints on any of the routes. Lake County and Pace staff will provide the GIS layers pertaining to each route and the corresponding stop locations. This information will also enable identification of unproductive route segments. Pace service standards will be used to evaluate productivity and loading. Special attention will be paid to crowding on routes serving school trips.
3. **Analysis of Pace ADA Paratransit, Round Lake Call n Ride and Township Dial-a-Ride Services** will be undertaken to obtain a sense of the purpose, duration and timing of such trips. Such analysis will be contingent on the availability of these data elements for these services. Any customer satisfaction data, or data on customer suggestions pertaining to these services will also be very helpful in understanding these services. Measures of interest may include unduplicated number of clients served by these services in Lake County, average or distribution of trips per client, number of standing order trips, share of peak vs. off peak use, share of intra- vs. inter-county trips, number of trip denials and number of no-shows. While GIS layers of origins and destinations of customers will be evaluated, the CS team believes that such data will need to be supplemented with more detailed analysis of purpose, duration, time-of-day, and customer satisfaction to gain a deeper understanding.

4. **Analysis of Vanpools** will be undertaken to obtain a sense of the extent and nature of their usage. The monthly ridership logs can be analyzed over a period of time to get a sense of the ridership and usage trends. If the origins and destinations of the Vanpool riders are available, a GIS plot will be completed to uncover any systematic patterns in the usage of Vanpools.
5. **Meetings with Pace North, Pace Northshore, and Highland Park operating divisions** will be conducted over a period of 1.5 days to meet with operators and staff to become more familiar with service performance, issues and needs. Prior to these meetings, the CS team will work with the Lake County and Pace staff to generate a shortlist of relevant issues to be discussed with the operating divisions keeping in mind the goals and objectives of this project.

Deliverables

The outcome of this task will be a technical memorandum that will highlight the transit performance trends for individual services, routes¹ and corridors and identifies areas for further exploration and/or investment for ridership improvement.

Task 4. Demographic, land use, and travel pattern analysis

This task will develop a comprehensive understanding of the demographics, land use and travel patterns in the Lake County Service Area. Specifically, the CS team will accomplish the following items as part of this task:

1. Use the recent CMAP Travel Tracker Survey to analyze the **socio-economic** characteristics of households. Specific analysis items could include the household size, vehicle ownership, workers in the household, income levels, age distribution, education status, and employment status.
2. Analyze ACS 2006-2009 data to supplement the analysis of CMAP Travel Tracker data on socio-economic characteristics of households.
3. Use the Service Planning Tool (SPT), developed for the Pace South Cook-Will Initiative study, to assess the potential for transit in Lake County. The underlying 2000 journey-to-work database can identify O-D pairs with a higher intensity of travel. Measures of density at the Production and Attraction zones can help assess transit competitiveness for a selection of O-D pairs.
4. Use the recent RTA Attitudinal Survey conducted as part of the RTA Market Analysis, to analyze the attitudes and preferences of Lake County residents. It must be noted that the RTA Attitudinal Survey had a regional focus. Therefore, the sample size for Lake County alone, is not sufficient for in-depth analysis of

¹ To the extent that the data supports it, this will include identification of route segment performance.

attitudes and preferences at a route or corridor level. However, this analysis can be used to get a picture of attitudes, preferences and barriers of Lake County transit and non-transit riders in broad terms.

5. Use the CMAP regional travel demand model forecasts of **population, retail, and non-retail** employment for the years 2016, 2020, 2030, and 2040 to get a sense of the anticipated **development patterns** in the county.
6. Map the coverage of the transit system versus relevant measures of density, travel generators and key demographics, taking into account the fact that some services may operate only in peak periods or on weekdays.
7. Use the CMAP Travel Tracker Survey to analyze the **travel patterns** to, from and within the county. For this analysis, the CS team will work with Lake County staff to come up with a way to disaggregate the county into analysis districts. While the CS team has in the past come up with an analysis district system for the RTA Market Analysis study, this system may not be disaggregate enough for a Lake County-specific analysis. Specific analysis items could include trips by purpose, mapping of work and non-work trip attraction ends, time-of-day of trips, mode choice of trips, trip length distributions, and major trip interchanges.
8. Use the **Metra Origin-Destination** survey to derive the **boarding, alighting, origin and destination** patterns of travelers to and from Lake County.
9. If available, use **Pace rider origin-destination** data to get a sense of the key transit trip characteristics within Lake County.
10. Analyze available County data on gaps in sidewalk availability to assess the competitiveness of transit on major corridors. The Lake County Non-Motorized Sidewalk and Bike Path Gap Analysis (Dec 2010) will be used for this analysis. Another source of such information is the pedestrian environment factor (PEF) developed by CMAP at their sub-zone level. However, this measure in and of itself may not present the entire picture on sidewalk availability.
11. We will explore the potential use of the CMAP regional travel demand model to **evaluate the impact of highway improvements** on transit competitiveness. Such "what if" scenario evaluations can only be conducted using a travel demand model, in this case, the CMAP travel demand model. This requires two major steps: first, the potential highway improvements need to be "coded" into the model, and second, the model needs to be run with the updated coding. Given the size of the CMAP travel demand model, it may not be calibrated well to Lake County conditions. Furthermore, coding highway improvements can be time consuming. Therefore, the CS team will work with the Lake County and Pace staff to identify whether and how two major highway improvements (IL-120 and IL-53) can be evaluated for their impact on transit in the region. The CS team will not conduct any additional calibration work for Lake County or these two corridors.

Deliverables

The outcome of this task will be a technical memorandum that details the findings from the eleven items discussed above.

Task 5. Determination of additional data needs and design of data collection efforts

The additional data needs will be determined by the outcomes of Tasks 3 and 4. These data needs could fall into the following major buckets:

- **Geographical sub-areas** within Lake County where either current unmet demand or anticipated future demand suggests a need for new or updated transit service. One possible survey methodology for this market would be a mail-out/mail-back survey with some incentives provided to encourage response.
- **Travel markets defined by geography and purpose** such as intra-county work trips or **Corridors** with a clustering of work destinations, but no transit service or infrequent transit service. Possible survey options could include in-person surveys at employment sites or web surveys promoted by employers to gauge potential employee interest in transit services.
- **Individual routes or services** that have been targeted as candidates for improvement. Possible survey methods could include onboard surveys.
- **Specific sub-populations** like ADA eligible persons and low-income persons. These populations may be reachable through the agencies that serve them.
- **Visitors** to key generators in the county such as shopping malls and entertainment districts. **Intercept mail-back** surveys or in-person interviews would be possible approaches.

Because the exact data needs are not yet known, a budget of \$104,000 has been set aside for data collection and data analysis efforts. This budget will cover the following components:

- Cost of assessing additional needs.
- Cost of designing surveys targeting one or more of the potential additional data items identified above.
- Budget for a data collection subcontractor to conduct the field work.
- The cost for CS to oversee the data collection efforts and conduct quality assurance checks, crucial to the success and validity of the data collected.
- The cost to analyze the additional data and provide inputs for service planning in Task 7.

Following the completion of Task 4, the CS team will produce a more elaborate scope for Tasks 5 and 6 that will present details on the exact nature of surveys from among the major buckets above, the sampling frame, the corresponding budget, and critical deliverables. Multilingual surveys will be considered as needed depending on the nature of the markets.

Deliverables

Deliverables from this task will include a technical memorandum that will detail the following:

- Top-priority data needs.
- Sampling, survey instruments, and survey plan to address the data needs.
- Survey instruments targeted to each data need.
- Coordination plan between the consultant team and Lake County to manage public relations and outreach to employers in anticipation of the survey efforts.

Task 6. Survey administration, data collection and data delivery

Details of the survey administration and data collection task will be developed immediately after the completion of Task 4. Once data needs are determined and the survey process starts, the CS team will provide weekly updates on the status of data collection vis-à-vis the targeted sample sizes. Any other major issues with the survey(s) will be communicated with Lake County as soon as these surface.

The CS team will provide data in a format that is most convenient to Lake County. A technical memorandum will accompany the data to explain the survey methodology, issues faced during the survey administration, and how they were resolved.

In addition, a detailed analysis of the survey data will also be completed and presented in a memorandum.

Deliverables

Deliverables from this task will include:

- Memorandum summarizing data collection efforts and any major issues faced.
- CD with data files in a format of Lake County's choice, and a data dictionary.
- Technical memorandum with analysis results from the survey.

Task 7. Service Concept Design

In Task 7, the CS team will develop and evaluate a variety of service concepts that address the markets and market needs identified in the earlier tasks. This effort will be carried out by CS planners with the assistance of MKC Associates.

The service concepts will not be highly detailed but will be the basis for more detailed routing and scheduling work to be carried out by Pace planners after the study is completed. Pace planners, as well as Lake County planners, will be engaged during the work in this task and will provide feedback to the consultant team. We envision an iterative and interactive process that will allow for staff to comment on initial ideas, raise issues and then review more defined concepts.

The goal of this task is to develop multiple concepts so that alternative options to address market needs can be compared and also so that concepts can be tailored to meet the needs of specific markets. For example, some concepts such as a local bus route could provide for both local travel needs and feeder/distributor service to a rail station. Alternatives might be distinct services such as local demand responsive service for local travel and a subscription bus for the feeder/distributor.

The alternatives developed would include a wide range of options. The options would be developed around specific market needs and opportunities and would not be countywide applications of a single approach. These options may include local buses operating on the arterial grid, local buses organized around a pulse point transit center, limited stop and bus rapid transit corridor services, small bus flex routes, small bus fixed route circulators, demand response (Call n Ride) service.

For each concept, we would identify the target market, the type of operation, the likely span and frequency of service, the type of vehicle, the number of vehicles required, the expected vehicle hours of service, the likely operator and maintenance base, and preliminary capital and operating costs. Costs and ridership will be refined as the concepts move through the evaluation process.

The primary focus of the service concepts will be intra-Lake County travel submarkets identified in the market analysis. Some concepts may include service to key generators or rail stations located beyond the county line. The concepts would be designed to reflect goals of Pace's Vision 2020, CMAP's GOTO 2040 and other transportation and growth plans pertaining to the Region.

The data analysis conducted in the earlier tasks will identify the origin-destination patterns, trip purpose, time of day of the trips and the demographics and service attribute preferences of the potential riders in each market. Besides these data sources, the consultant team will use input from Lake County officials, Pace staff and operators and the public to design the service concepts.

It is during this Task 7, when preliminary concepts have been developed and vetted with Lake County and Pace staff, that we will seek additional public input. The public is most likely to provide meaningful input when they have some specific concepts to react to.

Several methods may be appropriate for seeking this input. One technique which is considered a market research technique is to convene several focus groups. MKC Associates has experience leading focus groups and has done so in Lake County. Ideally these would be organized around a few markets and then the generic concepts would be presented for an in-depth discussion. This type of input would be best early in the concept development process. The input would focus on preference for different service types, vehicles, service attributes, etc.

Another method that could be used is to provide a brief opinion survey on the web and to advertise the web survey through various publicity channels in the county such as a tax bill insert or a county email to residents. This type of survey would be different than the type of research conducted in Task 6 since it would be seeking reaction to specific service options while the research in Task 6 would be more general attitudinal research.

Finally, it may be appropriate to have a public meeting to obtain broader public comment. Our experience suggests that a public meeting may lack attendance unless it is tied to an existing event or is addressing a topic of heated debate in the community. Rather than a free standing public meeting it may be more useful to obtain comment by setting up an information table at a scheduled event like county or township fairs or other gatherings (e.g., Annual Senior Picnic). Besides broad public meetings there could be presentations made to existing groups including key stakeholders such as the Lake-Cook Transportation Management Association and the College of Lake County (CLC) as well as community based organizations that could host a meeting for their members and others.

Part of the concepts advanced for consideration could be eliminating, truncating or reducing the span of service of unproductive local fixed route bus services. These would be based on information on current productivity and cost effectiveness as well as market size and preference information from earlier tasks. Such service reduction proposals would also recognize the current funding constraints and budget realities.

While the service planning would recognize constraints on funding in the short term, it would also identify opportunities for consideration when future funding becomes available. Thus, the service concepts would not be limited to opportunities that have clear funding sources.

The service concepts refined with input from Pace and Lake County would be subjected to evaluation. A simplified performance evaluation matrix format would be used with a mixture of quantitative and qualitative criteria.

It may be useful to have different evaluation criteria for a multi-stage evaluation. For example, for preliminary screening purposes, the following criteria may be used:

- Addresses Target Market or Identified Need (including social and economic goals)
- Enhances Network Connectivity (i.e., provides connections to major traffic generators as well as Pace/Metra service.)

- Conforms to Study and Regional goals (e.g., Pace's Vision 2020 and other regional plans.)
- Compatible with Operating Environment (e.g., density of the area, size of vehicle vs. roadway and neighborhood classification)
- Easy to Implement/No Major Barriers to Implementation
- Relatively Low Capital Investment
- Relatively Low Operating Cost
- Likely to Garner Public/Political Support or Champions
- Leverages Existing Services and Facilities/Compatibility
- Potential to Obtain Public Grant Funding or Private Support
- Geographical Coverage and Diversity

Once the options are pre-screened and reviewed by the Lake County and Pace staff, a set of more quantitative evaluation measures may be used to evaluate the pre-screened options. These may include:

- Capital Cost
- Annual Operating Cost
- Expected Local Share of Capital and Annual Operating Cost
- (Net) Ridership
- Mobility Benefits (may be more detailed qualitative measure)
- Actual or Estimated Productivity of Service (Employing standard measures for each service type currently used by Pace such as passengers per revenue hour and/or subsidy per passenger, recovery ratio, etc.)

Ultimately, a set of criteria may be used to rank projects for programming into phases. These may include:

- User Benefits (ridership and mobility improvements) high relative to costs
- Low or Moderate Total Costs (and within any identified phase budget)
- Strong Institutional Support From Stakeholders
- No Obvious Barriers to Implementation

- Geographic coverage and diversity

The methodologies for ridership estimation and benefit assessment would be largely based on sketch planning approaches. These methods may take into account the size of the identified markets, the service coverage, and the span and frequency, based on information from market research and similar services elsewhere. Changes to existing services may be evaluated by using elasticity measures or evaluating expanded coverage to proportionately adjust current ridership.

Cost estimation would be conducted using typical unit costs of operations based on Pace and other experience. Any capital costs would be order of magnitude estimates.

As part of the evaluation, the CS team will identify any sources of funding not currently exploited by Pace that could be used for necessary service improvements in the region. CS has extensive familiarity with funding sources for transit and would draw on this national and regional experience as well as the recent Human Service Transportation Coordination Study conducted in Lake County to evaluate the potential of such sources. The results will be summarized in a technical memorandum.

The final concepts will be summarized in a technical memorandum that will include a supporting market analysis, demographics, proposed markets, service integration with proposed arterial or expressway-based services and proposed service options.

Deliverables:

- A set of draft and subsequently final evaluation criteria
- A technical memorandum and Power Point summary of initial service concepts for review by Lake County and Pace staff including identification of how they meet objectives, identified markets and any other preliminary screening criteria.
- A revised summary of multiple local service concepts for each analyzed market meeting the requirements described above.
- Materials for use in obtaining public and stakeholder comments on the concepts
- A summary of public comments and reactions to the concepts.
- A technical memorandum incorporating descriptions of the concepts, an evaluation of the service concepts using the agreed-upon criteria. This will include recommendations on areas where alternative local or community-based service concepts appear feasible (i.e., local circulators, flex routes, Call n Rides or other appropriate models). The technical memorandum would include an appendix containing the evaluation methodology and evaluation matrices (spreadsheet format). Data files would be supplied to the County to enable planners to replicate the evaluation procedure.

- A technical memorandum on potential funding sources for service improvements not currently exploited by Pace.

Task 8. Report of findings and actionable recommendations

The CS team will work with Pace and Lake County Division of Transportation to review the existing Pace reporting format and develop the most informative and efficient way of reporting results. The reports will be written, edited and final proofed before submittal.

The CS team will work with Pace and Lake County Division of Transportation to provide actionable recommendations.

Deliverables

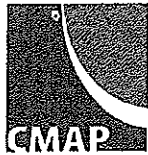
The outcome of this task will be a final report of the Lake County Transportation Market Analysis findings. The final report will include a synopsis of all the prior tasks, and will incorporate parts of the major memoranda into the final report. In addition, the final report will also include a recommendations section that will be derived from the findings of the prior tasks, and an assessment of what will be necessary to improve transit ridership. An executive summary would be provided.

■ Schedule

A one-year time frame is envisioned for the completion of this project. **Table 1** in the attached spreadsheet **Schedule.xlsx** presents the details of the proposed schedule for the project.

Table x.x Name of Table

Name	Labor Category	Rate	Task 1: Lake County Service Area		Task 2: Review Existing Data and Prior Studies		Task 3: Service Analysis		Task 4: Demographic/UT/Triv		Task 5: Additional data needs and design of		Task 6: Optional Surveys and Analysis		Task 7: Service Concepts		Task 8: Report and Recommendations		Project Management		Total	
			Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Direct Labor																						
Kanton Proussaloglou	Principal-in-Charge	\$ 86.11	8	\$ 689	8	\$ 689	24	\$ 2,067	24	\$ 2,067	40	\$ 3,444	24	\$ 2,067	12	\$ 1,033	24	\$ 2,067	30	\$ 2,583	174	\$ 14,983
Larry Engleher	Senior Advisor	\$ 86.11	8	\$ 689	48	\$ 4,133	8	\$ 689	8	\$ 689	4	\$ 344	4	\$ 344	120	\$ 10,333	50	\$ 4,305	24	\$ 2,067	274	\$ 23,594
Yassemi Popuri	Project Manager	\$ 54.35	8	\$ 435	24	\$ 1,304	72	\$ 3,913	72	\$ 3,913	48	\$ 2,609	40	\$ 2,174	28	\$ 1,522	60	\$ 3,261	56	\$ 3,044	348	\$ 18,914
Erk Campel	Senior Associate	\$ 50.56	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Cema Ayvalik	Associate	\$ 44.57	-	\$ -	44	\$ 1,961	160	\$ 7,131	160	\$ 7,131	40	\$ 1,783	80	\$ 3,566	-	\$ -	32	\$ 1,425	-	\$ -	356	\$ 15,867
Audrey Wernink	Associate	\$ 43.48	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	80	\$ 3,478	32	\$ 1,391	-	\$ -	112	\$ 4,869
Bonnie Urban	Associate	\$ 41.30	16	\$ 661	12	\$ 496	60	\$ 2,478	60	\$ 2,478	-	\$ -	48	\$ 1,982	43	\$ 1,776	24	\$ 991	-	\$ -	203	\$ 8,384
David Baumgartner	Professional	\$ 32.45	40	\$ 1,298	40	\$ 1,298	60	\$ 1,947	60	\$ 1,947	32	\$ 1,038	24	\$ 779	140	\$ 4,543	64	\$ 2,077	-	\$ -	520	\$ 16,874
Kevin Dwight McKeehan	Analyst	\$ 38.01	-	\$ -	80	\$ 3,043	60	\$ 2,282	60	\$ 2,282	-	\$ -	24	\$ 912	-	\$ -	64	\$ 2,435	-	\$ -	204	\$ 7,760
Direct Labor subtotal			92	\$ 4,145	328	\$ 15,148	468	\$ 21,254	468	\$ 21,254	172	\$ 9,467	226	\$ 11,630	439	\$ 20,183	382	\$ 18,950	110	\$ 7,694	2,397	\$ 114,854
Salary Increase Effective April 1		4.69%		\$ 195		\$ 711		\$ 988		\$ 988		\$ 444		\$ 546		\$ 1,088		\$ 889		\$ 361		\$ 5,391
Direct Labor Total				\$ 4,340		\$ 15,859		\$ 22,252		\$ 22,252		\$ 9,911		\$ 12,176		\$ 24,271		\$ 19,839		\$ 8,055		\$ 120,245
Overhead (on direct labor)		175.00%		\$ 7,595		\$ 27,753		\$ 38,941		\$ 38,941		\$ 17,344		\$ 21,908		\$ 42,474		\$ 34,718		\$ 14,096		\$ 210,428
Labor and Overhead Total				\$ 11,935		\$ 43,612		\$ 61,193		\$ 61,193		\$ 27,255		\$ 33,484		\$ 66,745		\$ 54,557		\$ 22,151		\$ 330,673
Direct Expenses				\$ 770		\$ 50		\$ 50		\$ 50		\$ 50		\$ 70		\$ 1,540		\$ 770		\$ 50		\$ 4,220
Travel				\$ 25		\$ 50		\$ 50		\$ 50		\$ 100		\$ 100		\$ 25		\$ 50		\$ 50		\$ 500
Supplies				\$ -		\$ 200		\$ 300		\$ 300		\$ 100		\$ 400		\$ -		\$ 600		\$ -		\$ 1,600
Out-of-Pocket				\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 100
Telephone				\$ -		\$ -		\$ -		\$ -		\$ -		\$ 35,000		\$ -		\$ -		\$ -		\$ 35,000
Other				\$ 795		\$ 1,130		\$ 400		\$ 400		\$ 200		\$ 35,570		\$ 1,565		\$ 1,420		\$ 150		\$ 41,430
Total Direct Expenses				\$ 770		\$ 50		\$ 50		\$ 50		\$ 50		\$ 70		\$ 1,540		\$ 770		\$ 50		\$ 4,220
Subcontractors				\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
MKC Associates				\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Direct Labor:				\$ 1,254		\$ 4,013		\$ 1,254		\$ 1,254		\$ -		\$ -		\$ 100		\$ 5,016		\$ -		\$ 25,331
Mary Kay Christopher				\$ 1,254		\$ 4,013		\$ 1,254		\$ 1,254		\$ -		\$ -		\$ 100		\$ 5,016		\$ -		\$ 25,331
Direct Labor Total				\$ 1,254		\$ 4,013		\$ 1,254		\$ 1,254		\$ -		\$ -		\$ 100		\$ 5,016		\$ -		\$ 25,331
Total Subcontractors				\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Total Costs				\$ 13,984		\$ 48,755		\$ 62,847		\$ 62,847		\$ 27,455		\$ 69,054		\$ 80,850		\$ 60,995		\$ 22,301		\$ 397,434
Fixed Fee		12.00%		\$ 1,432		\$ 5,233		\$ 7,343		\$ 7,343		\$ 3,271		\$ 4,018		\$ 5,009		\$ 6,517		\$ 2,658		\$ 39,680
TOTAL COST/PLUS FEE				\$ 15,416		\$ 53,988		\$ 70,190		\$ 70,190		\$ 30,726		\$ 73,072		\$ 85,859		\$ 67,510		\$ 24,959		\$ 437,114



Chicago Metropolitan Agency for Planning

233 South Wacker Drive
Suite 800, Willis Tower
Chicago, IL 60606

voice 312-454-0400
fax 312-454-0411
www.cmap.illinois.gov

Contract # C-11-0024

Agreement

between

Chicago Metropolitan Agency for Planning

And

**Lake County Illinois
600 W. Winchester Road, Libertyville, IL 60048**

FEIN/TIN 36-6006600
Telephone # 847-377-7400
Fax # 847-984-5944

THIS AGREEMENT, entered into as of September 30, 2010, by and between the Chicago Metropolitan Agency for Planning, herein called CMAP, and the Lake County Division of Transportation, herein called GRANTEE.

-
- Part A General Conditions of Approval
 - Part B Federal Conditions of Approval
 - Part C Compensation/Term of Agreement
 - Part D Scope of Work/Project Description
-

Part A General Conditions of Approval

The following are general conditions of approval and procedural guidelines to which all projects are subject. Signatories of this Grant Agreement certify that these conditions and procedures and the conditions and procedures specific to this project will be adhered to unless amended in writing.

1. **Laws of Illinois.** This Grant shall be governed in all respects by the laws of the State of Illinois.
2. **Procurement Procedures.** All procurement transactions for Contractual Services, Commodities and Equipment shall be conducted in a manner that provides maximum open and free competition. The GRANTEE shall also meet the following minimum procedural requirements.
 - a. Solicitation of offers shall include a description of the technical requirements for the product or service to be procured.
 - b. Awards shall be made only to responsible bidders.
 - c. Small purchase procedures, which consist of obtaining price or rate quotations from an adequate number of qualified resources, may be used for products or services having a total value of not more than \$10,000.
 - d. Invitation for Bid (IFB): An IFB, with item specifications and supplier requirements, shall be publicly advertised. Formal advertising procedures shall be used for products having a total

EXHIBIT 3

value of more than \$10,000. In addition, bids shall be solicited from an adequate number of known suppliers. Bids shall be opened publicly and a fixed-price contract award made to that responsible bidder whose bid, conforming to the IFB, is lowest; unless that bid is rejected when there are sound documented business reasons in the best interest of the project.

- e. **Request for Proposal (RFP):** Competitive negotiation procedures shall be used to procure services having a total value of more than \$10,000. The RFP shall be publicized, proposals shall be solicited from an adequate number of qualified sources, negotiations are normally conducted with more than one source, and a cost reimbursement contract shall be awarded based on a technical evaluation of the proposals received. Award may be made to the responsible offeror whose proposal will be most advantageous to the procuring party, price and other factors considered. Unsuccessful offerors should be notified promptly. The GRANTEE shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this GRANT in performing such contract, and that the contract is subject to the terms and conditions of this GRANT.
- f. **Sole Source:** The procurement through solicitation of a proposal from only one source (non-competitive negotiation) is allowed only if the products or services are available only from a single source. CMAP may authorize such a procedure; or, after solicitation of a number of sources, competition is determined inadequate.
- g. The GRANTEE shall maintain records sufficient to detail the significant history of a procurement. These records shall include, but are not necessarily limited to: information pertinent to rationale for the method of procurement, selection of contract type, contractor selection or rejection, and basis for the cost or price.
- h. No CMAP employee shall participate in the procurement of products or services if a conflict of interest, real or apparent, would be involved. No employee shall solicit or accept anything of monetary value from bidders or suppliers.

3. **Consultant Contracts.** After a consultant is selected in accordance with the requirements as detailed herein, the consultant contract shall be submitted to CMAP for approval prior to execution.

4. **Method of Payment.** Project expenditures are paid directly from federal and/or state funds. Because CMAP is responsible for obtaining federal reimbursement for project expenditures, it is necessary that CMAP monitor all procedures and documents which will be used to claim and support project-related expenditures. The following procedures should be observed to secure payment:

- a. **Invoices.** The amount shown on each invoice shall be in accordance with the rates established in the Estimated Budget by the GRANTEE and on file at CMAP. All non-labor costs, if allowable, shall be listed and itemized as provided in Compensation and Term of Agreement Section on the final page.

All invoices are to be submitted through email to:

accounting@cmap.illinois.gov

Payment will be made within thirty (30) days of receipt of the invoice unless there is a discrepancy regarding the invoice. Transfer of funds will be made electronically. Notification of the transfer will be made to you. Please provide the following information:

Bank Name: 1ST MIDWEST BANK

Telephone No.: 847-360-6113

Account No.: 8100108169

Bank ACH Routing No.: 071901604

Contractor email address for confirmation: WDOBOSIEWICZ@LAKECOUNTYIL.GOV

All invoices shall be signed by an authorized representative of the GRANTEE.

- b. **Billing and Payment.** All invoices for services performed and expenses incurred by GRANTEE prior to July 1st of each year must be presented to CMAP no later than July 15 of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, CMAP shall not be obligated to make payment to GRANTEE on invoices presented after said date. No payments will be made for services performed prior to the effective date of this Agreement. CMAP will send all payments to the GRANTEE's remittance address listed in this Agreement.
5. **Allocation of Grant Funds.** The GRANTEE may spend only those funds which will be reimbursed by both CMAP or by the Federal government. This GRANT authorizes the GRANTEE to spend no more than the limit of compensation as identified in Part B Compensation/Term of Agreement in this GRANT. The GRANTEE is required to provide the local match as outlined in Part B Compensation and Term of Agreement in this GRANT.
 6. **Cost Category Transfer Request.** Notification to CMAP is required for all transfers among appropriated cost categories. No transfer of funds can exceed the total GRANT. The GRANTEE must submit a written report (form provided by CMAP) to CMAP detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and rationale for the transfer.
 7. **Equipment Inventory.** An inventory of non-expendable personal property having a useful life of more than two years and an acquisition cost of \$500 or more is subject to periodic inspection by CMAP.
 8. **Alteration or Termination.** All alterations shall be authorized in writing by CMAP and shall become part of the GRANT. This GRANT may be terminated by either party upon seven (7) days written notice. Failure to carry out the conditions set forth herein shall constitute a breach of the grant and may result in termination. The applicant GRANTEE will be paid for work satisfactorily completed prior to the date of termination.
 9. **Work Product.** CMAP shall have access to GRANTEE'S work and applicable records and GRANTEE shall provide for such access and inspection. Interim reports shall be submitted at key milestones of the project. If a final report is prepared, a copy should be forwarded to CMAP.
 10. **Audits.** The records and supportive documentation for all completed projects are subject to an on-site audit by CMAP. CMAP reserves the right to inspect and review, during normal working hours, the work papers of the independent auditor in support of their audit report.
 11. **Records.** The GRANTEE shall maintain, for a minimum of three years after the completion of the GRANT, adequate books, records and supporting documents related to the grant which shall be made available for review upon request. Failure to maintain the books, records and supporting documents required by this Section shall establish a presumption in favor of CMAP for the recovery of any funds paid by CMAP under the GRANT for which adequate books, records and supporting documentation are not available to support their purported disbursement.
 12. **Indemnification.** Unless prohibited by State law, the GRANTEE agrees to hold harmless and indemnify CMAP, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, arising out of any work or services performed by the GRANTEE and/or the GRANTEE'S employees, officials, agents, contractors and subcontractors in connection with this Agreement and shall defend any suit or action, whether at law or in equity, based on any alleged injury or damage of any type arising from the actions or inactions of the GRANTEE and/or the GRANTEE'S employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by CMAP and its officials, employees and agents in connection therewith.
 13. **Equal Employment Opportunities -- Affirmative Action Sexual Harassment.** GRANTEE must comply with the Illinois Board of Human Rights Act and rules applicable to public grants, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
 14. **Illinois Grant Funds Recovery Act.** Grant funds are available for expenditure or obligation by the GRANTEE for the period of time set out in this agreement. All funds remaining at the end of the Grant

Agreement or at the expiration of the period of time GRANT funds are available for expenditure or obligation by the GRANTEE must be returned to CMAP within 45 days. Any GRANT funds which have been misspent or are being improperly held are subject to recovery in accordance with the "Illinois Grant Funds Recovery Act," 30 ILCS 705.

15. **Ownership of Documents.** All documents, data and records produced by GRANTEE in carrying out GRANTEE's obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of CMAP and GRANTEE. CMAP shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to GRANTEE. All documents, data and records utilized in performing research shall be available for examination by CMAP upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of CMAP, be appropriately arranged, indexed and delivered to CMAP by GRANTEE.
16. **Debt Certification.** GRANTEE and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and GRANTEE and its affiliates acknowledge CMAP may declare the contract void if this certification is false (30 ILCS 500/50-11) or if GRANTEE or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. (30 ILCS 500/50-60).

Part B. Federally Funded Agreements

A. Standard Assurances. The Contactor assures that it will comply with all applicable federal statutes, regulations, executive orders, Federal Transit Administration (FTA) circulars, and other federal requirements in carrying out any project supported by federal funds. The Contactor recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Contactor agrees that the most recent federal requirements will apply to the project.

B. Certification Regarding Lobbying. As required by the United States Department of Transportation (U.S. DOT) regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the Contactor's authorized representative certifies to the best of his or her knowledge and belief that for each agreement for federal assistance exceeding \$100,000:

1. No federal appropriated funds have been or will be paid by or on behalf of the Contactor to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of federal assistance, or the extension, continuation, renewal, amendment, or modification of any federal assistance agreement; and
2. If any funds other than federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for federal assistance, the Contactor assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352.
3. The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements).

The Contactor understands that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing federal assistance for a transaction covered by 31 U.S.C. 1352. The Contactor also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. Nondiscrimination Assurance. As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI

of the Civil Rights Act," 49 CFR Part 21 at 21.7, the Contactor assures that it will comply with all requirements of 49 CFR Part 21; FTA Circular 4702.1A, "Title VI and Title VI - Dependent Guidelines for Federal Transit Administration Recipients," and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Contactor receives federal assistance.

Specifically, during the period in which federal assistance is extended to the project, or project property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the Contactor retains ownership or possession of the project property, whichever is longer, the Contactor assures that:

1. Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332 and 49 CFR Part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
2. It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the Contactor assures that it will submit the required information pertaining to its compliance with these requirements.
3. It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements of 49 U.S.C. 5332 and 49 CFR Part 21 to other parties involved therein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.
4. Should it transfer real property, structures, or improvements financed with federal assistance to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits.
5. The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.
6. It will make any changes in its 49 U.S.C. 5332 and Title VI implementing procedures as U.S. DOT or FTA may request.

D. Control of Property. The Contactor certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of OMB Circular A-102 Common Rule.

E. Cost Principles. The cost principles of this Agreement are governed by the cost principles found in 49 CFR Part 18.22 and OMB Circular A-87, "Cost Principles for State, local or Indian tribal governments", and all costs included in this Agreement are allowable under 49 CFR Part 18.22 and OMB Circular A-87, "Cost Principles for State, local or Indian tribal governments".

F. Debarment. The Contactor shall comply with Debarment provisions as contained in 2 CFR Part 1200, as amended. The Contactor certifies that to the best of its knowledge and belief, the Contactor and the Contactor's principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; b) within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (b), above; and d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

The inability of the Contactor to certify to the certification in this section will not necessarily result in denial of participation in this Agreement. The Contactor shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed

when CMAP determined whether to enter into this transaction. If it is later determined that the Contactor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, CMAP may terminate this Agreement for cause. The Contactor shall provide immediate written notice to CMAP if at any time the Contactor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this Part shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

The Contactor agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by CMAP. The Contactor Agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by CMAP, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The Contactor may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless the Contactor knows the certification is erroneous. The Contactor may decide the method and frequency by which it determines the eligibility of its principals. The Contactor may, but is not required to, check the Non-procurement List. If the Contactor knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation, in addition to other remedies available to the federal government, CMAP may terminate this Agreement for cause or default. Nothing contained in this section shall be construed to require establishment of a system of records in order to render in good faith the certification required by this section. The knowledge and information of the Contactor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

G. Single Audit. The Single Audit Act of 1984 (Public Law 98-502) and the Single Audit Amendments of 1996 (P.L. 104-156) require the following:

1. State or local governments that receive \$500,000 or more a year in federal financial assistance shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133.
2. State or local governments that receive less than \$500,000 a year shall be exempt from compliance with the Act and other federal requirements.
3. Nothing in this paragraph exempts state or local governments from maintaining records of federal financial assistance or from providing access to such records to federal Agencies, as provided for in federal law or in Circular A-133 "Audits of States, Local Governments and Non-Profit Organizations."
4. A copy of the audit report must be submitted to CMAP within 30 days after completion of the audit, but no later than one year after the end of the Contactor's fiscal year.

H. Drug Free Workplace. The Contactor certifies that it will comply with the requirements of the federal Drug Free Workplace Act, 41 U.S.C. 702 as amended, and 49 CFR 32.

I. Disadvantaged Business Enterprise Assurance. In accordance with 49 CFR 26.13(a), as amended, the Contactor assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26, as amended. The Contactor assures that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from the U.S. DOT. The Contactor's DBE program, as required by 49 CFR Part 26, as amended, will be incorporated by reference and made a part of this Agreement for any Federal assistance awarded by FTA or U.S. DOT. Implementation of this DBE program is a legal obligation of the Contactor, and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by the Federal Government or CMAP to the Contractor of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 *et seq.*, as amended.

J. Assurance of Nondiscrimination on the Basis of Disability. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal

Financial Assistance," at 49 CFR 27.9, the Contractor assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The Contractor assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*, and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any applicable regulations and directives issued by other Federal departments or agencies.

K. Procurement Compliance Certification. The Contractor certifies that its procurements and procurement system will comply with all applicable third party procurement requirements of Federal laws, executive orders, regulations, and FTA directives, and requirements, as amended and revised, as well as other requirements FTA may issue including FTA Circular 4220.1F, "Third Party Contracting Guidance," and any revisions thereto, to the extent those requirements are applicable. The Contractor certifies that it will include in its contracts financed in whole or in part with FTA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each subrecipient and each contractor will also include in its subagreements and its contracts financed in whole or in part with FTA assistance all applicable clauses required by Federal laws, executive orders, or regulations.

L. Intelligent Transportation Systems Program. As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."

1. In accordance with Section 5307(c) of SAFETEA-LU, 23 U.S.C. 502 note, the Contractor assures it will comply with all applicable requirements of Section V (Regional ITS Architecture and Section VI (Project Implementation)) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and other FTA requirements that may be issued in connection with any ITS project it undertakes financed with Highway Trust Funds (including funds from the mass transit account) or funds made available for the Intelligent Transportation Systems Program authorized by SAFETEA-LU, 23 U.S.C. 502 note.
2. With respect to any ITS project financed with Federal assistance derived from a source other than Highway Trust Funds (including funds from the Mass Transit Account) or SAFETEA-LU, 23 U.S.C. 502 note, the Contractor assures that it will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

M. Davis-Bacon Act. To the extent applicable, the Contractor will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assisted subagreements.

N. Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF-424B and SF-424D)

As required by OMB, the Contractor certifies that it:

1. Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project.
2. Will give the U.S. Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
4. Will initiate and complete the work within the applicable project time periods;

5. Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
 - Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
 - Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, which prohibit discrimination on the basis of sex;
 - Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
 - The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
 - The Drug Abuse, Prevention, Treatment and Rehabilitation Act, Public Law 92-255, and amendments thereto, 21 U.S.C. 1101 *et seq.* relating to nondiscrimination on the basis of drug abuse;
 - The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Public Law 91-616, and amendments thereto, 42 U.S.C. 4541 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-2 related to confidentiality of alcohol and drug abuse patient records;
 - Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing;
 - Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and Section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs; and
 - Any other nondiscrimination statute(s) that may apply to the project.

6. Will comply with all federal environmental standards applicable to the project, including but not limited to:
 - Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;
 - Notification of violating facilities pursuant to Executive Order 11738;
 - Protection of wetlands pursuant to Executive Order 11990;
 - Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
 - Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 *et seq.*;
 - Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 *et seq.*;
 - Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;
 - Protection of endangered species under the Endangered Species Act of 1973, as amended;
 - The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 *et seq.*, which relates to protecting components or potential components of the national wild scenic rivers system.

7. Will comply with all other federal statutes applicable to the project, including but not limited to:
 - Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which provides for fair and equitable treatment of persons displaced whose property is acquired as a result of federal or federally-assisted programs;
 - The Hatch Act, 5 U.S.C. 1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds;
 - The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
 - Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;
 - Executive Order 11593, which relates to identification and protection of historic properties;

- The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et seq.;
- The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 et seq., which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;
- The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 et seq., which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;
- The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

O. Energy Conservation To the extent applicable, the Contactor and its third party contractors at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 et seq.

P. Clean Water For all contracts and subcontracts exceeding \$100,000, the Contactor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.

Q. Clean Air For all contracts and subcontracts exceeding \$100,000, the Contactor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq.

R. Eligibility For Employment In The United States The Contactor shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Forms (I-9). These forms shall be used by the Contactor to verify that persons employed by the Contactor are eligible to work in the United States.

S. Buy America Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of satisfactory quality; or that inclusion of domestic materials will increase the cost of overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

T. False Or Fraudulent Statements Or Claims The Contactor acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Government in connection with this Project, the Government reserves the right to impose on the Contactor the penalties of 18 U.S.C. Section 1001, 49 U.S.C. Section 5307, 31 U.S.C. Section 3801, and 49 CFR Part 31, as the Government may deem appropriate. Contactor agrees to include this clause in all state and federal assisted contracts and subcontracts.

U. Changed Conditions Affecting Performance The Contactor shall immediately notify CMAP of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

V. Third Party Disputes Or Breaches The Contactor agrees to pursue all legal rights available to it in the enforcement or defense of any third party contract, and FTA or U.S. DOT and CMAP reserve the right to concur in any compromise or settlement of any third party contract claim involving the Contactor. The Contactor will notify FTA or U.S. DOT and CMAP of any current or prospective major dispute pertaining to a third party contract. If the Contactor seeks to name the Government as a party to the litigation, the Contactor agrees to inform both FTA or U.S. DOT and CMAP before doing so. The Government retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by the Government, the Contactor will credit the Project Account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive U.S. DOT's, FTA's or CMAP's immunity to suit.

W. Fly America Contactor will comply with 49 U.S.C. §40118, 4 CFR §52 and U.S. GAO Guidelines B-138942, 1981 U.S. Comp. Gen. LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers.

X. Non-Waiver The agrees that in no event shall any action or inaction on behalf of or by CMAP, including the making by CMAP of any payment under this Agreement, constitute or be construed as a waiver by CMAP of any breach by the Contactor of any terms of this Agreement or any default on the part of the Contactor which may then exist; and any action, including the making of a payment by CMAP, while any such breach or default

shall exist, shall in no way impair or prejudice any right or remedy available to CMAP in respect to such breach or default. The remedies available to CMAP under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.

Y. Preference for Recycled Products To the extent applicable, the Contactor agrees to give preference to the purchase of recycled products for use in this Project pursuant to the various U.S. Environmental Protection Agency (EPA) guidelines, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

Z. Cargo Preference - Use of United States Flag Vessels. The Contactor agrees to comply with 46 U.S.C. § 55305 and 46 CFR Part 381 and to insert the substance of those regulations in all applicable subcontracts issued pursuant to this Agreement, to the extent those regulations apply to the Project.

All of the requirements listed in **Federally Funded Agreements**, paragraphs A through Z apply to the federally funded project. The Contractor agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

Part C Compensation/Term of Agreement

1. Compensation. The total amount of funds allocated for this agreement shall consist of \$350,000 in federal planning (PL) funds. The receipt of this grant of \$350,000 of federal PL funding is subject to an 80/20 federal/local match of \$87,500, bringing the total project budget to \$437,500. The GRANTEE will supply the required \$87,500 in local matching funds for this grant.
2. The term of this agreement shall be from signing through June 30, 2012, unless extended by mutual agreement in writing between the parties.

Part D Scope of Work/Project Description

The attached Scope of Work is hereby made a part of this agreement.

Chicago Metropolitan Agency for Planning

Attest: *[Signature]* By: *[Signature]*
Executive Director
Date: 9/30/10 Date: 9/30/10

County of Lake Illinois

RECOMMENDED FOR EXECUTION:
[Signature]
Martin G. Buehler, P.E.
Director of Transportation /
County Engineer
Attest: *[Signature]* By: *[Signature]*
Chairman of the County Board
Date: SEP 17 2010 Date: 9-17-10

SCOPE of WORK

Brief Description: To conduct a market analysis of Lake County fixed route bus services. The study will support a comprehensive market assessment including detailed information on socioeconomic status, travel patterns, attitudes towards everyday travel, and preferences of different type of travel service, travel and mode choice behavior of a culturally diverse population.

This will be a collaborative effort with Pace to develop a plan to restructure its inherited fixed route bus system. Providing residents and businesses with expanded options to get to and from home and work as well as to and from cultural, educational and recreational destinations is one of the action items identified in the County's strategic goal to reduce congestion and improve transportation systems in Lake County.

Major Tasks:

1. Introduction of the Lake County service area.
2. Review the current/previous research material and public data related to the area/population. Review current/previous services and market studies.
3. Identify the appropriate survey method including on board, online, phone interview, or a combination; identify the outreach source. All survey media shall be multi-lingual.
4. Conduct a demographic analysis of the Lake County service area specifying where people live, where people work, population data, journey to work flows, and other major attraction and destination point locations and statistics.
5. Identify target population of the research or sampling frame.
6. Conduct a boarding behavior analysis if applicable for fare card users of Pace services.
7. Conduct Origin-Destination study of current Pace riders.
8. Conduct a Market potential study of prospective Pace riders who live and/or work in the Lake County service area. Specify how they currently travel, their public transit needs and preferences, and their likelihood of using public transit should their needs and preferences be met.
9. Engage local governments, major employers, and other area stakeholders to assist in identifying and accessing prospective Pace users in the Lake County service area, and assisting in data collection efforts through various media such as websites, newsletters, and public forums.