

**AGREEMENT FOR PROFESSIONAL SERVICES
For LAKE COUNTY**

This AGREEMENT is entered into by and between Lake County ("County") and Nelson Nygaard Consulting Associates, Inc. ("Consultant"), 621 SW Morrison Street #1250, Portland, OR 97205

RECITALS

WHEREAS, Lake County is seeking a Consultant to provide services for the Lake County Paratransit Market Analysis Study as noted in the Consultant's proposal dated September 16, 2016, ("Services"); and

WHEREAS, Consultant has the professional expertise and credentials to provide these Services and has agreed to assume responsibility for this Agreement.

NOW, THEREFORE, Lake County and Consultant agree as follows:

SECTION 1. AGREEMENT DOCUMENTS

The Agreement Documents that constitute the entire Agreement between Lake County and Consultant are in order of precedence:

- A. This Agreement and all exhibits thereto; and,
- B. Consultant's proposal and all exhibits thereto, including statement of work, dated September 16, 2016,

SECTION 2. SCOPE OF WORK

Exhibit A attached.

SECTION 3. DURATION

This Agreement shall be effective as of the date Lake County gives Consultant notice to proceed, and unless terminated pursuant to Section 15 shall be effective until the date the work is complete.

The work is complete upon a determination of completion by Lake County. A determination of completion shall not constitute a waiver of any rights or claims which Lake County may have or thereafter acquire with respect to any provision of this Agreement.

At the end of the Agreement term Lake County reserves the right to extend the Agreement for an additional period up to sixty (60) days.

SECTION 4. AGREEMENT PRICE

The County will pay Consultant a fee not to exceed of \$142,066 for deliverables identified in Section 2 of Consultant's proposal dated September 16, 2016, and will bill the County not more than once per month based upon the actual expense reimbursement. Lake County shall make periodic payments to Consultant based upon actual progress within 30 days after receipt and approval of invoice.

SECTION 5. INVOICES & PAYMENT

- A. A purchase order will be issued for the work and Consultant shall submit invoice(s) detailing the products and services provided and identify the purchase order number on all invoices.
- B. Consultant shall maintain records showing actual time devoted and cost incurred. Consultant shall permit a representative from Lake County to inspect and audit all data and records of Consultant for work and/or services provided under this Agreement. Consultant shall make these records available at reasonable times during the Agreement period and for one year after the termination of this Agreement.

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C. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

SECTION 6. CHANGE ORDERS

In the event changes to the Scope of the project and/or additional work become necessary or desirable to the parties, the parties shall follow the procedures set forth in this Section. A Change shall be effective only when documented by a written, dated agreement executed by both parties which expressly references this Agreement (a "Change Order"). The Change Order shall set forth in detail: (i) the Change requested, (ii) the reason for the proposed Change; (iii) the cost of the Change; and (iv) the impact of the Change on time for completion of the project.

In the event either party desires a Change, the Project Manager for such party shall submit to the other party's Project Manager a proposed Change Order. If the receiving party does not accept the Change Order in writing within ten (10) days, the receiving party shall be deemed to have rejected the Change Order. If the parties cannot reach agreement on a proposed Change, Contractor shall nevertheless continue to render performance under this Agreement in accordance with its (unchanged) terms and conditions.

Changes that involve or increase in the amounts payable by the County may require execution by the County Purchasing Agent. Some increases may also require approval by the County Board. In those cases where the County Purchasing Agent's signature is required, or County Board approval is needed, the Change Order shall not be deemed rejected by County after ten (10) days provided the Project Manager has indicated in writing within the ten (10) day period of his intent to present the Change Order for appropriate signature or approval.

SECTION 7. INDEMNIFICATION

Consultant agrees to indemnify, save harmless, and defend Lake County, its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses, and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this Agreement caused directly by the negligence or willful or wanton conduct of Consultant. The foregoing indemnity shall apply except if such injury, death, or damage is caused directly by the gross negligence or willful or wanton conduct of Lake County, its agents, servants, or employees or any other person indemnified hereunder.

SECTION 8. INSURANCE

Consultant shall maintain for the duration of this Agreement and any extensions thereof insurance issued by a company or companies qualified to do business in the State of Illinois, in the following types and amounts:

Workmen's Compensation Insurance covering all liability of Consultant arising under the Illinois Workmen's Compensation Act and Illinois Workmen's Occupational Disease Act; limits of liability not less than statutory requirements.

Professional Liability to include, but not be limited to, coverage for Errors and Omissions to respond to claims for loss there from:

General Aggregate Limit	\$ 2,000,000
Each Occurrence Limit	\$ 1,000,000

Comprehensive General Liability in a broad form, on an occurrence basis, to include, but not be limited to, coverage for the following where exposure exists: Premises/Operations, Independent Proposers, Products/Completed Operations, Personal Injury and Contractual Liability, limits of liability not less than:

General Aggregate Limit	\$ 2,000,000
Each Occurrence Limit	\$ 1,000,000

Comprehensive Automobile Liability to include, Bodily Injury, Property Damage:

General Aggregate limit	\$ 2,000,000
Each Occurrence Limit	\$ 1,000,000

Miscellaneous Insurance Provisions:

To name Lake County as an additional insured **by endorsement** to all policies of insurance purchased or maintained in fulfillment of this Agreement;

To provide Lake County with thirty (30) days notice, in writing, of cancellation or material change of any policies or coverage;

To agree that all of the insurance required of Consultant shall state that the coverage provided by Consultant's insurer(s) shall be primary; and

To provide Lake County with a waiver of subrogation in favor of Lake County.

All insurance provided by Consultant shall provide that the insurance shall apply separately to each insured against whom a claim is made or a suit is brought

All policies must be issued by insurance companies licensed to do business in Illinois and which obtain a rating from A.M. Best. The A.M. Best rating shall be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best rating is less than A VII or a Best's rating is not obtained, Lake County has the right to reject insurance written by an insurer it deems unacceptable.

Lake County uses *myCOItracking.com* to electronically monitor compliance with Certificate of Insurance requirements. Contractor should work with their broker to register, access, and upload certificates evidencing the coverage required into *myCOItracking.com*. A valid company email to receive login and password to *myCOItracking.com* should be submitted to purchasing@lakecountyil.gov re: *myCOItracking.com* registration. Any hard copies of said Notices and Certificates of Insurance shall be provided to: Lake County Purchasing Division, 18 No. County St. – 9th Fl., Waukegan, IL 60085-4350.

Contractor shall provide Lake County with Certificates of Insurance evidencing the above-required insurance, prior to commencement of this Agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration or cancellation of any such policies. Failure to Comply: In the event the proposer fails to obtain or maintain any insurance coverage's required under this agreement, Lake County may purchase such insurance coverage and charge the expense to Contractor.

SECTION 9. INDEPENDENT CONTRACTOR

Consultant is defined and identified as an independent contractor, not an employee or agent of Lake County and the County has no right to control or direct Consultant's manner, detail, or means by which Consultant accomplishes tasks under this Agreement.

SECTION 10. DISPUTE RESOLUTION

All issues, claims, or disputes arising out of this Agreement shall be resolved in accordance with the Appeals and Remedies Provisions in Article 9 of the Lake County Purchasing Ordinance.

SECTION 11. NO IMPLIED WAIVERS

The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

SECTION 12. SEVERABILITY

If any part of this Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

SECTION 13. JURISDICTION, VENUE, CHOICE OF LAW AND PROFESSIONAL STANDARDS

This Agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 19th Judicial Circuit Court, State of Illinois.

SECTION 14. NOTICES AND COMMUNICATIONS

All notices and communications which may be given by Lake County to Consultant relative to this Agreement shall be addressed to the Consultant at the address shown herein below:

Scott Chapman, Nelson\Nygaard

Copies of any notices and communications which propose to alter, amend, terminate, interpret, or otherwise change this Agreement shall be provided to: Lake County Purchasing Division, 18 North County Street, Waukegan, Illinois 60085-4350; Attention: Purchasing Agent.

SECTION 15. ASSIGNMENT, ALTERATIONS AND MODIFICATIONS

Except as otherwise provided herein, this Agreement shall not be assigned, delegated, altered, or modified without the express written consent of both parties. This Agreement supersedes any and all other agreements, oral or written, between the parties hereto with respect to the subject matter hereof.

To the extent Lake County agrees to an assignment, delegation, or subcontract by Consultant, Consultant shall remain liable to Lake County with respect to each and every item, condition and other provision hereof to the same extent that Consultant would have been obligated if it had done the work itself and no assignment, delegation, or subcontract had been made.

SECTION 16. TERMINATION

Lake County reserves the right to terminate this Agreement, or any part of this Agreement, with or without cause, upon thirty (30) days written notice. In case of such termination, Consultant shall be entitled to receive payment from Lake County for work completed to date in accordance with the terms and conditions of this Agreement.

In the event that this Agreement is terminated due to Consultant's default, Lake County shall be entitled to purchase substitute items and/or services elsewhere and charge Consultant with any or all losses incurred, including attorney's fees and expenses.

SECTION 17. CONFIDENTIALITY

Both parties acknowledge that Consultant's documents and dealings related to this Agreement are subject to the Illinois Open Meetings Act (5 ILCS 120/1 et seq.) and the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.).

SECTION 18. WORK PRODUCT

All work product prepared by Consultant pursuant to this Agreement, including, but not limited to, policies, reports, analysis, plans, designs, calculations, work drawings, studies, photographs, models, and recommendations shall be the property of Lake County. Consultant shall deliver the work product to Lake County upon completion of Consultant's work, or termination of the Agreement, whichever comes first. Consultant may retain copies of such work product for its records; however, Consultant may not use, print, share, disseminate, or publish any work product related to this Agreement without the consent of Lake County.

SECTION 19. NEWS RELEASES

Consultant may not issue any news releases regarding this Agreement without prior approval from Lake County.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Nelson Nygaard.

Title

Date _____

Recommended for Execution

By: _____
Lake County County Engineer/
Director of Transportation

ATTEST:

County of Lake

Clerk of Lake County

By: _____
Chairman
Lake County Board

DATE: _____

Paratransit Market Study Scope of Work

The following scope of work to execute the Paratransit Market Study. These tasks will be carried out by the team of Nelson\Nygaard Consulting Associates and its subcontractor, RLS & Associates, Inc. (the consultant team) with support from Lake County staff as noted.

TASK 1 PROJECT INITIATION AND ONGOING PROJECT MANAGEMENT

1.1 Convene the Kick-off Meeting

Within two weeks of receiving a notice-to-proceed, Nelson\Nygaard will schedule a kick-off meeting with Lake County DOT (LCDOT) staff to initiate work on the project and affirm project goals and protocols. Scott Chapman and Will Rodman from Nelson\Nygaard and Steve Fittante from RLS will attend this meeting. The objectives of the kick-off Meeting are to:

- Discuss and come to a common understanding on the goals, objectives, and desired outcomes of the project (and the vision for applicable service in Lake County); this will include reviewing deliverables for each task, the project schedule, and staffing levels.
- Present the project approach, deliverables and schedule.
- Discuss what past attempts to address identified problems have succeeded or failed
- Clarify the role and members of the **Project Management Team (PMT)**. At a minimum, the PMT will include the consultant team's project manager, Scott Chapman, and Lake County DOT's project manager, Ashley Lucas. LCDOT and Consultant Team leadership will participate with the PMT as required to review major deliverables.
- Clarify the role and members of the **Project Advisory Committee (PAC)**. The PAC primary roles are to help guide and support the consultant's efforts, and provide a reality check to consultant team recommendations and deliverables. The PAC will also help develop ownership of the plan and play a key role in establishing support for future recommendations and programs. Because this endorsement/ownership is critical, the consultant team will involve the PAC at key points throughout the project, listen to its members, and translate their ideas and suggestions — as well as issues and concerns — into recommendations.

Discuss consultant team's conceptual approaches to engage transportation providers, other stakeholders and the community and lay out the outline of an outreach/engagement plan. For example, as detailed below in Task 2, service provider and stakeholder interviews and targeted customer focus groups may be an effective and efficient way to get at what the consultant team needs to complete the existing conditions report. And, at the end of each task, the consultant team will send any task-specific deliverables to the PMT first and then to the PAC for review, to be followed by an on-site presentation to the PAC. In the case of Task 3, the consultant team will facilitate a 1/2-day workshop for the PAC to discuss consultant team's analysis of strategies and recommendations. A **Stakeholder Outreach/Engagement Plan** for the project, which details these efforts, will be one of the first deliverables. The Stakeholder Outreach/Engagement plan will include details regarding the maintenance of a project website. The Consultant Team will provide LCDOT with content (project updates, current surveys, project deliverables etc) for posting with a County maintained website.

- Collect background data and studies, as available, for the consultant's analysis of existing services; note that a list of report/data needs will be sent to Lake County DOT in advance of

the kick-off meeting to give Lake County DOT time to collect the documents and data, as available

- Establish communication protocols for check-in calls, primary and back-up contacts, etc.
- Invoicing and progress formats

1.2 Community Meetings #1

The project will include a series of three community meetings to inform the general public (current riders and those not currently using public transportation) about the project and to solicit inputs at key times. Each of these will engage the public at four locations in Lake County over a two-day period.

The first set of meetings will occur at the same time as the initial PAC meeting. The events will:

- Introduce the project to the community
- Solicit information on unmet needs in the community
- Solicit interest in possible focus group participation (Task 2.4)

1.3 Ongoing Project Management

Effective communication is critical to the success to this project. In the course of the Kick-off Meeting, default dates for bi-weekly or twice monthly calls will be scheduled to ensure the project is moving forward on schedule and that the PMT members are on the same page. If any circumstances require alteration of the schedule defined in the work plan, the consultant team's Project Manager, Scott Chapman, will communicate immediately with the Lake County DOT's project manager.

As the consultant team's project manager, Scott will have day-to-day responsibility for the project and for keeping the project on schedule. It is the consultant's experience that a major factor that affects schedule adherence is how well the project manager communicates with the client. To make sure that this communication is maintained throughout the project and to ensure that Scott has sufficient opportunities to provide input, he will be in touch with the Lake County DOT's project manager as part of the bi-weekly PMT calls/meetings, and will be available on an as-needed basis for consultation with the Lake County DOT's project manager. Scott will also prepare and submit along with the monthly invoice, a progress report covering:

- Schedule progression
- Budget and invoicing status
- Report of work performed during the month
- Projection of activities scheduled for the upcoming month
- Any outstanding items or issues of concern

TASK 1 DELIVERABLES:

- List of report/data needs
- Kickoff meeting minutes
- PAC meeting invitation letter (if needed)
- PAC meeting material and summary
- Stakeholder Engagement/Outreach Plan
- Community Meetings #1 material and summary

TASK 2 COLLECT AND ASSESS DATA; PREPARE EXISTING CONDITIONS REPORT

The overarching goal of Task 2 is to identify each relevant transportation service and program and the network of services and to assess the extent to which each service and the network accommodates the travel needs of the individuals in Lake County who depend upon them. To get “there” the consultant team will:

- Develop an initial inventory of services from the websites, reports, and other documents collected in Task 1, and update information about these services via provider and stakeholder interviews and customer focus groups
- Prepare county-wide maps of these services and trip patterns for the target populations
- Compare the spatial and temporal travel patterns of market segments and groups with the collective set of relevant services to unveil and document service gaps and redundancies, and unmet needs, and
- Document and present all of these findings in Task 2 Technical Memorandum, which will provide a general overview of available services, service gaps, needs and redundancies and potential opportunities and challenges.

By undertaking these efforts, the consultant team will come to know all the *puzzle pieces* and the concerns and hopes of the owners and users of those puzzle pieces, and in anticipation of Task 3, will begin to formulate ideas for putting those puzzle pieces together in a slightly different way and/or to augment those puzzle pieces to address the shortcoming exposed by the consultant team’s research and analyses. With this as an introduction, the consultant’s approach for Task 2 involves six highly integrated sub-tasks.

2.1 Collect and Review Existing Plans, Studies and Reports; Collect Service and Demographic Data

As a first step, the consultant team will collect and review existing relevant plans, studies, and reports that pertain to the paratransit, human service transportation, and public transit services in Lake County and produce an annotated literature review of this analysis. This will be submitted to the PMT for review, noting that it will also be a work in progress as new materials are discovered or become available.

In addition, the consultant team will also collect any “missing” service data from the providers not already collected in Task 1 for mapping origins and destinations. If this is not available, the consultant team will collect demographic data from the US Census and research common destinations and other demand generators.

2.2 Prepare Initial Inventory of Services and Update Information via Provider Interviews

The consultant team will first prepare a comprehensive inventory of existing community transportation services available in Lake County. This inventory will include a profile of each service, grouped by market segment, and a summary table.

Armed with this preliminary inventory, the consultant team will undertake a series of telephone and in-person interviews with service providers and stakeholders to update the inventory, with any new service policies (e.g., new eligibility criteria, expanded or contracted service days/hours, expanded or contracted service area, new fares, new fleet size, revised reservation/scheduling policies and practices, etc.). While the consultant team has used surveys in the past to update inventories, their experience has found interviews to be a much more effective way to collect detailed information about service and operating characteristics and to get their sense as to what shortcomings exist with their service and the network as a whole.

The consultant will “pre-fill” the telephone survey with available information. As the consultant telephones each provider, the consultant will e-mail their pre-filled questionnaire to them (so that the consultant and provider are both looking at the same information). The task will be to confirm or change old information and update the profile/inventory with new information by the end of the telephone call.

The telephone interview will also provide one more chance to get service data. Another reason for the interview (vs. a survey) will be to establish a rapport with each service provider, something that will likely prove to be important later in the process as the consultant team strives for a consensus ownership of the final recommendations.

2.3 Conduct Stakeholder Interviews

Next, the consultant will conduct a series of in-person and telephone interviews with other (non-service provider) stakeholders such as Independent Living Centers (ILCs) and other advocacy organizations. The purpose of these interviews will be (1) to confirm the findings from above but also (2) to “drill-down” to specific needs and unmet needs and get their sense of the shortcomings of specific services or the network.

Regarding the first purpose, if the consultant team discovers new information that has a bearing on the inventory of existing services, the consultant team will circle back to the service provider in an attempt to get the inventory right, and revise the profiles and inventory, as needed.

Regarding the second purpose, the consultant team will probe to understand the stakeholders’ perspectives and experiences on available services and their shortcomings, any constraints that may impact possible new services or strategies, and aspirations for future services.

As they have in past studies of this kind, these interviews will help the consultant team and the PAC better understand the existing conditions in Lake County.

In addition, depending on the interview itself, and the findings from previous tasks, the consultant team may discuss possibilities for a focus group (see Task 2.4 below).

2.4 Conduct Community Focus Groups

While the above interviews will help lay the groundwork for understanding how the travel needs of various market segments are being met or not, it would be beneficial for the consultant team to hear about service/network shortcomings directly from current and prospective customers.

With the assistance of Lake County DOT, the PAC and or certain providers or stakeholders, the consultant team will conduct six focus groups with the characteristics of each focus group to be determined. As an example, it is possible that for any given focus group, the participants may represent specific – or all -- market segments in a particular part of the County or customers of a certain service or customers who are dually-eligible for overlapping services. The consultant team will try to keep the number of participants at 10 or fewer and will work with the PAC and or various stakeholders to invite certain individuals. The consultant team will seek the help of Pace or other providers to arrange for free transportation to/from the focus group site, if needed.

2.5 Assess Existing Services and Needs; Identify Shortcomings and Opportunities

In this task, the consultant team will prepare county-wide maps of these services. Different maps will be prepared to depict weekday vs. weekday evening vs. weekend services by type of service (e.g., with limits to client or trip purpose eligibility).

Next, of each market segment, the consultant team will prepare county-wide maps to depict trip patterns for the target populations; the data used for these origins and destinations may come from service data (as available) and, if not available, from demographic data and from research on common destinations.

Armed with both sets of maps, the consultant team will compare the spatial and temporal travel patterns of market segments and groups with the collective set of relevant services to unveil and document service gaps (in terms of barriers to both traveling where and when needed) and redundancies and met and unmet travel needs while confirming and shaping the analysis with the information gleaned from the interviews and focus groups

The analysis will culminate in documenting shortcomings and opportunities for each market population. Where possible, the consultant team will attempt to quantify the unmet need; however, this will largely depend on the quality of information obtained from the service provider and stakeholder interviews and the focus group discussions.

2.6 Prepare and Present Task 2 Technical Memorandum, Analysis of Existing Conditions

The consultant will prepare a technical memo highlighting the results of the data collection, including an inventory of existing operators and their characteristics, a summary of the interviews conducted, where and when service gaps and redundancies exist, and an assessment of unmet needs. The extent to which transportation needs are met vs. unmet will stem from the consultant team' analysis of the services, service data (as available), demographic data, stakeholder interviews, community meetings, and focus groups.

Sections of this will include an introduction to the project, the methodologies employed, the inventory of relevant services and their use by the different market segments. The consultant team's assessment of the strengths and shortcomings of these services vis-a-vis the needs of each population will be detailed and will be followed by a detailed problem statement of unmet needs, duplication, and perhaps a lack of a central source for information, service matching, trip planning, and possibly trip booking. The consultant team will also highlight associated opportunities to address these problems gleaned from the interviews with the stakeholders and from the focus groups, and drawn from existing efforts to improve transportation in the County. The appendix will include service profiles, and detailed information from the outreach efforts.

The consultant team will send the draft Task 2 Technical Memorandum to the PMT first for comment prior to its distribution to the PAC, and will schedule an on-site presentation for the Task 2 results to the PMT and the PAC. This presentation would then be followed up with a “sneak preview” of next steps and may include some specific strategies suggested by the Task 2 findings.

Reviewers will provide a unified set of tracked comments and requested revisions to the consultant team. The consultant team will then incorporate these into the final Task 2 Memorandum. As previously mentioned, this Task 2 Technical memorandum could then be posted to a project website or webpage.

TASK 2 DELIVERABLES:

- Focus Group meeting materials and summary
- Draft and Final Task 2 Technical Memorandum: Analysis of Existing Conditions
- PAC Presentation materials and summary

TASK 3: PREPARATION OF ALTERNATIVE AND INITIAL RECOMMENDATIONS

Building on the consultant team’s findings and analyses in Task 2, the consultant team will develop a series of recommended approaches for addressing service gaps, unmet needs and inefficiencies associated with existing paratransit service in Lake County. With this task in particular, the consultant will development recommendations, possibly including:

- Modifications to existing programs that will help address the current shortcomings without significant changes to service models and policies
- Changes to service models and policies
- Coordination/consolidation of services/programs
- New or expanded services / mobility management strategies
- Ways to improve service with same amount/types of funding
- Ways to make paratransit services sustainable
- The application of new technologies or incorporation of Transportation Network Companies (TNCs) to provide (additional) on-demand services
- Development of or piggy-backing on a regional call center

Several initial concepts will be discussed with the PMT/Lake County DOT and with PAC at the presentation of the Task 2 findings, and the consultant team will first use this to retrieve best practices – within the region and nationally -- for each concept or strategy, and then assess each strategy for its applicability to addressing the specific problem(s) in Lake County, its feasibility given the input from the providers and stakeholders, and the extent to which it is implementable and can be sustained over time.

3.1 Identify National/Regional Best Practices

The consultant team will conduct a search for potential “best practice” strategies that are an appropriate fit to the existing conditions in Lake County. Along with each, the consultant team will document relevant “lessons learned” regarding implementation and experiences.

From the consultant team’s own extensive experience, they know of the various coordination designs and service models within Pace’s service area, and Call-N-Ride services, several of which Nelson\Nygaard has had a hand in. Both Nelson\Nygaard and RLS & Associates – both individually and together -- also have a long history of assisting counties and regions with coordination and mobility management strategies in well over half the states in US and can draw upon that experience in the identification of best practices. The consultant team will also consult national resources as relevant TCRP/NCHRP¹ research and the National Center for Mobility Management for innovative practices that could have potential for implementation in Lake County. In addition, consultant team staff will be attending and speaking at two upcoming national conferences this fall where the staff will be exposed to presentation on innovative concepts.

The consultant team will then examine each strategy for its applicability to Lake County and its potential to address the identified shortcomings.

¹ The Transit Cooperative Research Program (TCRP) is a cooperative effort of three organizations: the Federal Transit Administration (FTA); the National Academies, acting through the Transportation Research Board (TRB); and the Transit Development Corporation, Inc. (TDC), a nonprofit educational and research organization established by the American Public Transportation Association (APTA) that conducts research into public transportation issues. Similarly the National Cooperative Highway Research Program (NCHRP) addresses issues integral to the state Departments of Transportation (DOTs) and transportation professionals at all levels of government and the private sector.

For each identified practice, the consultant will provide a matrix of key factors associated with the practice and the organization that developed and implemented the innovative practice.

3.2 Develop, Screen and Evaluate Alternatives

Using the best practices analysis above and innovative ideas, the consultant team's second step will be to prepare a preliminary list of potential strategies that both hold promise and are implementable from a political, logistical and financial perspective.

Once the consultant team has identified these potential alternatives, the team will first screen each of them for their ability to meet the needs and characteristics of Lake County. Specifically, the consultant will estimate implementation feasibility and order of magnitude costs and political acceptance and broadly assess strengths and weaknesses. The objective of this cost/benefits analysis will be to examine each alternative in enough detail so that it is thoughtfully considered, but also identify potential fatal flaws early in the process so that only the most appropriate and effective alternatives are considered.

Before presenting the alternatives to the PMT and the PAC, the consultant team will re-visit each of the options passing the initial screening process, documenting potential benefits and obstacles, experience from national and regional best practices, implementation feasibility, and estimated costs. For those strategies that merit further consideration, the consultant team will supply enough detail about the potential and challenges of each so that Lake County DOT staff and the PAC members can fully understand each strategy.

3.3 Community Meetings #2

The second round of community meeting will solicit feedback on the findings to date and the preliminary recommendations. The community input will inform the final recommendations presented to the PAC.

3.4 Prepare and Present Task 3 Technical Memorandum: Identification and Evaluation of Alternatives and Preliminary Recommendations

In this task, the consultant will prepare a technical memorandum that documents the best practices and/or innovative ideas considered and the preliminary and shorted list of potential options and the analysis that led to the team's short-list decisions and ultimately to the preliminary set of recommendations.

As was the case with the Task 2 Technical Memorandum, the consultant team will send the draft Task 3 Technical Memorandum first to the PMT for comment and then will send it, as revised if needed, to the PAC. This will be followed by an on-site presentation/workshop for the Lake County DOT staff and the PAC. It is suggested that at least a half-day be reserved for this event, as the workshop component will be used to delve into, reach a consensus on, and ultimately prioritize the recommended strategies.

For this meeting, the consultant team will prepare specific materials, including the use of graphics and summary information to ensure that the attendees can easily understand how each potential alternative strategy was selected, assessed and weighed, and can fully understand both how it would lead to projected benefits and the potential obstacles to its implementation. These workshop materials will be prepared and sent to the Lake County DOT staff in advance of the meeting for its review.

Note that Nelson\Nygaard and RLS have experienced facilitators on staff and will draw upon this expertise to manage this meeting. The combination of preparing materials in advance, using summary and visually oriented meeting materials, and using skilled facilitators will ensure that the meeting allows for a productive discussion of the potential options and constructive deliberation of the

opportunities and challenges associated with each. The objective of the meeting will be build a consensus on the set of preferred strategies to pursue.

It may be appropriate to meet with specific service providers and/or other stakeholders prior to this presentation so that they feel their input and concerns have been addressed, and so they come into the workshop with a positive frame of mind.

After the event, the consultant team will again accept comments from the PMT, PAC, and the community in the same manner as before and incorporate that feedback as well as the results of the workshop in the final Task 3 Technical Memorandum. As previously mentioned, this Task 3 Technical memorandum could then be posted to a project website or webpage.

TASK 3 DELIVERABLES:

- Task 3 Technical Memorandum: Development and Evaluation of Alternatives; Identification of Preliminary Recommendations
- Community meetings material and summary
- PAC Presentation/Workshop materials and summary
- Minutes of workshop

TASK 4: PREPARE A BUSINESS PLAN FOR EACH PREFERRED STRATEGY

In Task 4, the consultant team will prepare a Business Plan for each preferred strategy (up to three strategies). Each Business Plan will include a Financial Plan, a Marketing Plan, and an Implementation Plan. Each of these plan is described in the subtasks below.

4.1 Develop a Financial Plan

The Financial Plan will consist of the following components:

- Administrative Cost - To include management, training/customer relations, quality control, and staff time devoted to administrative responsibilities, including management and oversight of new services or mobility management programs. Administrative costs typically range between 15 and 20 percent of total system costs.
- Operating Cost - Will be based on historic ridership, required funding, cost data of existing services, trends and recommended service levels.
- Capital Cost - Will primarily consist of vehicle replacement and expansion needs and other identified capital expenses such as software and hardware.
- Funding Sources and Cost Sharing Strategies – To include federal (FTA), regional (RTA/Pace), county funds and funds from cities and townships, as well as private sources (e.g., foundations). The first priority will be to identify sustainable funding streams for recommended service strategies. When developing the financial plan, the consultant will also identify and evaluate cost allocation strategies for each strategy. These will be based in part on the current cost allocation methods practiced by Pace and other methods. For each, the consultant team will identify the impact on each funding source.

As part of the financial plan the consultant will also closely examine fare revenues and fare policy. Key considerations include:

- Should program service include flat fares or distance-based fares?
- Should a universal fare system among the current Dial-A-Ride systems be implemented?
- Should multi-ride discounts be universally applied?

- How do donations from seniors sponsored by Title III or similar funding enter into the equation?
- Is the farebox recovery ratio that Pace is required to achieve at an “acceptable” level for the coordinated system as a whole?
- Should customers have to pay an additional fare when transferring to a neighboring system?
- Is there a desire to have a cashless fare system, such as a scrip-based or card-based system or centralized electronic fare account, which requires no paper or cards at all? And will all users have access to cashless fare media?

For any strategies that include new fare revenues or third-party sponsorship, the consultant will base fares on policy considerations; for example, should a fare level be designed to provide affordable mobility, and sponsorship rates on the recovery of administrative and operating expenses. If appropriate, the consultant team may compute a few alternative fare scenarios, and compute alternatives analyses for each fare scenario. Consideration of existing fare structures and policies must be addressed in this analysis in order to maintain consumer support for the new organization. For third party sponsorship, the consultant will recommend either per trip rates for purchasing service or a specific method for cost allocation and accompanying procedures.

These and other issues will be explored to ensure that recommended fare policy and structure are equitable, easy to understand from the passengers’ and drivers’ perspective, and maximize fare revenues. The options the consultant will explore could include a series of “fare zones” to accommodate local and long distance trips or other alternatives to address fare equity.

4.2 Develop Marketing Plan

The consultant will develop a marketing plan for each strategy (up to three). The goal of the plan will be to increase awareness and build support for -- and understanding of -- the service, program or strategy among all the stakeholders in the County – sponsoring municipalities, human service agencies, advocacy organizations, community groups, and of course, its residents and prospective users/customers. The plan will consist of several elements and technique to market the service and enhance public information and will specify how various tools can be best addressed through Lake County, the PAC/LCCSTC, sponsoring organizations, and other stakeholders.

4.3 Develop Implementation Plan

Next, the consultant team will prepare an implementation plan for each strategy (up to three). This plan will identify the various action steps, with a timeline provided. The consultant will prepare a spreadsheet showing each implementation task, estimated level of effort and phasing, as well as the lead agency or organizations involved in each step. Also included in the implementation plan will be any required legal, personnel and/or labor relations actions in order to implement the recommendations. The plan will also identify a means for coordinating planning activities with existing plans and ongoing planning activities.

Elements of the implementation plan will be categorized into three groups (1) activities occurring prior to implementation; (2) activities occurring during implementation; and (3) activities immediately following implementation.

4.4 Prepare and Present Task 4 Technical Memorandum: Business Plan

The three elements of the Business Plan will be compiled into the Task 4 Technical Memorandum that is submitted to the PMT (and Lake County DOT staff) and then to the PAC for review. After a review period, the consultant will present the implementation plan to Lake County DOT staff and the PAC.

As with previous deliverables, feedback will be incorporated into the final version of the Business Plan.

TASK 4 DELIVERABLES:

- Task 4 Technical Memorandum: Business Plan
- PAC Presentation materials and summary

TASK 5: DRAFT FINAL PLAN AND FINAL PLAN

At the conclusion of Task 4, the consultant will compile all previous technical memoranda into a Draft Final Report, prepare an Executive Summary, and submit the Draft Final Report to Lake County DOT staff first and then the PAC for review and requested changes. At this stage, the only element of the Draft Final Plan not yet reviewed will be the Executive Summary, so a “final” presentation is probably unnecessary.

The consultant team will share the Draft Plan with the community at the third set of community meetings. The draft plan and community input will be presented to the County Board. Feedback and suggested revisions will be incorporated into the Final Report, which will be submitted to Lake County DOT and the PAC in electronic format – PDF, for posting to the project website.

TASK 5 DELIVERABLES:

- Draft Final Plan
- Community Meeting material and summary
- Final Plan
- County Board presentation and summary

SUMMARY OF MEETINGS AND DELIVERABLES

The consultant team will participate in several on-site trips throughout the life of the project in addition to the kickoff meeting. Where appropriate, the consultant will conduct in-person PMT meetings during these trips.

Figure 1 Schedule of Project Meetings and Deliverables

Task		Meetings	Deliverables	Month (Tentative)
1	Project Initiation and Ongoing Project Management	<ul style="list-style-type: none"> ▪ Kickoff ▪ PAC #1 ▪ Community Meetings #1 	<ul style="list-style-type: none"> ▪ List of report/data needs ▪ Kickoff meeting minutes ▪ PAC meeting invitation letter (if needed) ▪ PAC meeting material and summary ▪ Stakeholder Engagement/Outreach Plan ▪ Community Meetings #1 material and summary 	Early Nov 2016
2	Collect and Assess Data; Prepare Existing Conditions Report	<ul style="list-style-type: none"> ▪ Key Stakeholder Interviews ▪ Community Focus Groups 	<ul style="list-style-type: none"> ▪ Focus Group meeting materials and summary 	Dec 2016
		<ul style="list-style-type: none"> ▪ PAC #2 	<ul style="list-style-type: none"> ▪ Draft and Final Task 2 Technical Memorandum: Analysis of Existing Conditions ▪ PAC Presentation materials and summary 	Late Feb/March 2017

Paratransit Market Study | Scope of Work
Lake County – Division of Transportation

Task		Meetings	Deliverables	Month (Tentative)
3	Preparation of Alternative and Initial Recommendations	<ul style="list-style-type: none"> Community Meetings #2 PAC #3 	<ul style="list-style-type: none"> Task 3 Technical Memorandum: Development and Evaluation of Alternatives; Identification of Preliminary Recommendations Community meetings material and summary PAC Presentation/Workshop materials and summary Minutes of workshop 	Mid May 2017
4	Prepare a Business Plan for Each Preferred Strategy	<ul style="list-style-type: none"> PAC #4 	<ul style="list-style-type: none"> Task 4 Technical Memorandum: Business Plan PAC Presentation materials and summary 	Late June 2017
5	Draft Final Plan and Final Plan	<ul style="list-style-type: none"> Community Meetings #3 Board Presentation 	<ul style="list-style-type: none"> Draft Final Plan Community Meeting material and summary Final Plan County Board presentation and summary 	Aug 2017

BUDGET

The following budget details the budget for the Nelson\Nygaard team to complete the identified work tasks.

			Nelson\Nygaard Labor Costs					RLS Labor Costs																
			Will Rodman	Scott Chapman	Maggie Derk			Steve Fittante	Laura Brown	Zack Kincade														
												Principal 5							Senior Associate 2	Associate 1		Senior Associate	Senior Associate	Associate
	Base Rate		74.38	52.89	26.45	NN Labor			62.50	44.04	21.17	RLS Labor		Total Labor Hours	Total Labor Costs	Total Travel Expenses	Total Misc. Expenses	Total Direct Expenses	Total Costs					
	Overhead	175.00%	130.17	92.56	46.28			97.00%	60.63	42.72	20.53													
	Profit	10%	20.45	14.55	7.27			10%	12.31	8.68	4.17													
Total Billing Rate			\$225.00	\$160.00	\$80.00	Hours	Cost		\$135.00	\$95.00	\$46.00	Hours	Cost											
Task	Description																							
1	PROJECT INITIATION AND ONGOING PROJECT MANAGEMENT																							
1.1	Kick off Meeting and PAC Presentation		8	12	3	23	\$3,960		8			8	\$1,080	31	\$5,040				\$5,040					
1.2	Community Meetings #1		12	16	6	34	\$5,740		12		8	20	\$1,988	54	\$7,728				\$7,728					
1.3	Ongoing Project Management		6	26		32	\$5,510		5			5	\$675	37	\$6,185				\$6,185					
Task Total			26	54	9	89	\$15,210		25	0	8	33	\$3,743	122	\$18,953	\$4,125	\$150	\$4,275	\$23,228					
2	COLLECT AND ASSESS DATA; PREPARE EXISTING CONDITIONS REPORT																							
2.1	Collect and Review Existing Plans, Studies and Reports; Collect Service and Demographic Data			6	16	22	\$2,240				16	16	\$736	38	\$2,976				\$2,976					
2.2	Prepare Initial Inventory of Services and Update Information via Provider Interviews			4	20	24	\$2,240				16	16	\$736	40	\$2,976				\$2,976					
2.3	Conduct Stakeholder Interviews		8	12	16	36	\$5,000		12			12	\$1,620	48	\$6,620				\$6,620					
2.4	Conduct Community Focus Groups		20	20	4	44	\$8,020		4	20		24	\$2,440	68	\$10,460				\$10,460					
2.5	Assess Existing Services and Needs; Identify Shortcomings and Opportunities		6	8		14	\$2,630		8		8	16	\$1,448	30	\$4,078				\$4,078					
2.6	Prepare and Present Task 2 Technical Memorandum, Analysis of Existing Conditions		12	12	16	40	\$5,900		6		12	18	\$1,362	58	\$7,262				\$7,262					
Task Total			46	62	72	180	\$26,030		30	20	52	102	\$8,342	282	\$34,372	\$4,550	\$0	\$4,550	\$38,922					
3	PREPARATION OF ALTERNATIVE AND INITIAL RECOMMENDATIONS																							
3.1	Identify National/Regional Best Practices		6	4	4	14	\$2,310		8	6	4	18	\$1,834	32	\$4,144				\$4,144					
3.2	Develop, Screen and Evaluate Alternatives		8	10	12	30	\$4,360		16			16	\$2,160	46	\$6,520				\$6,520					
3.3	Community Meetings #2		12	16	6	34	\$5,740		12		8	20	\$1,988	54	\$7,728				\$7,728					
3.4	Prepare & Present Task 3 Technical Memorandum: Eval of Alts & Init Recommendations		14	14	12	40	\$6,350		14		24	38	\$2,994	78	\$9,344				\$9,344					
Task Total			40	44	34	118	\$18,760		50	6	36	92	\$8,976	210	\$27,736	\$4,000	\$150	\$4,150	\$31,886					
4	PREPARE A BUSINESS PLAN FOR EACH PREFERRED STRATEGY																							
4.1	Develop a Financial Plan		8	8		16	\$3,080			42		42	\$3,990	58	\$7,070				\$7,070					
4.2	Develop Marketing Plan		6	4		10	\$1,990		26			26	\$3,510	36	\$5,500				\$5,500					
4.3	Develop Implementation Plan		12	12		24	\$4,620		20		12	32	\$3,252	56	\$7,872				\$7,872					
4.4	Prepare & Present Task 4 Technical Memorandum: Business Plan		8	12	16	36	\$5,000		4	10	4	18	\$1,674	54	\$6,674				\$6,674					
Task Total			34	36	16	86	\$14,690		50	52	16	118	\$12,426	204	\$27,116	\$2,350	\$0	\$2,350	\$29,466					
5	DRAFT FINAL PLAN AND FINAL PLAN																							
5.1	Draft Plan		8	12	16	36	\$5,000		6	4	16	26	\$1,926	62	\$6,926				\$6,926					
5.2	Community Meetings #3 and Board Presentation		2	16	6	24	\$3,490		16		4	20	\$2,344	44	\$5,834				\$5,834					
5.3	Final Plan		6	6	10	22	\$3,110		2	2	4	8	\$644	30	\$3,754				\$3,754					
Task Total			16	34	32	82	\$11,600		24	6	24	54	\$4,914	136	\$16,514	\$1,900	\$150	\$2,050	\$18,564					
TOTAL HOURS			162	230	163	555			179	84	136	399		954										
TOTAL COSTS			\$36,450	\$36,800	\$13,040		\$86,290		\$24,165	\$7,980	\$6,256		\$38,401		\$124,691			\$17,375	\$142,066					