

**AN AGREEMENT BETWEEN THE COUNTY OF KANE AND
NELSON\NYGAARD FOR THE RANDALL ROAD BUS RAPID TRANSIT
FEASIBILITY STUDY**

PURCHASE ORDER # _____

This AGREEMENT, made this 8th day of June 2010 between COUNTY OF KANE, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY"), of 719 South Batavia Avenue, Geneva, Illinois 60134 and Nelson\Nygaard (hereinafter referred to as the "CONSULTANT"), having its corporate headquarters located at 785 Market Street, Suite 1300, San Francisco, California 94103 and managing this project from its Portland office located at 621 SW Morrison St., Suite 950, Portland, Oregon 97205. The COUNTY and the CONSULTANT are sometimes hereinafter collectively referred to as the "PARTIES" and individually as a "PARTY".

WITNESSETH

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

WHEREAS, the COUNTY desires to conduct a detailed feasibility assessment and provide recommendations for potential Bus Rapid Transit services along Randall Road (hereinafter referred to as the "PROJECT"); and,

WHEREAS, in order to accomplish the PROJECT it is necessary to retain the services of a professional engineering firm to perform transit, transportation and land use planning services for the PROJECT; and,

WHEREAS, the CONSULTANT has experience and professional expertise in transit, transportation and land use planning services and is willing to perform said services for the PROJECT for an amount not to exceed ninety-three thousand nine hundred and one Dollars (\$93,901.00),

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

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

1.0 INCORPORATION

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

2.0 SCOPE OF SERVICES

- 2.1 Services for the PROJECT are to be provided by the CONSULTANT according to the specifications set forth in Exhibit "A" which is attached hereto and incorporated herein. The services are sometimes hereinafter also referred to as the "work".

3.0 NOTICE TO PROCEED

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

4.0 TECHNICAL SUB-CONSULTANTS

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

5.0 TIME FOR PERFORMANCE

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

6.0 COMPENSATION

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

- 6.3 For direct expenses, the COUNTY shall pay the CONSULTANT for supplies and materials required for the completion of all work defined in the Exhibit "A" which is attached hereto.
- 6.4 For direct expenses, the CONSULTANT shall include copies of receipts from suppliers for expendable materials with its invoice to the COUNTY. Computer charges will not be allowed as direct expenses.
- 6.5 Within 45 days of receipt, review and approval of properly documented invoices, the COUNTY shall pay or cause to be paid to the CONSULTANT partial payments of the compensation specified in this AGREEMENT. Payment will be made in the amount of sums earned less previous partial payments. However, the COUNTY reserves the right to hold back a sum equal to five percent (5%) of the total Agreement sum to ensure performance satisfactory to the Kane County Engineer.
- 6.6 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not exceed ninety-three thousand nine hundred and one Dollars (\$93,901.00).

7.0 DELIVERABLES.

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

8.0 CONSULTANT'S INSURANCE

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

- D. Commercial Automobile Liability Insurance with minimum limits of at least One Million Dollars (\$1,000,000) for any one person and One Million Dollars (\$1,000,000) for any one occurrence of bodily injury or property damage.
- E. Professional Errors and Omissions Insurance with a minimum limit of One Million Dollars (\$1,000,000.00).

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

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

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

9.0 INDEMNIFICATION.

9.1 To the fullest extent permitted by law, the CONSULTANT shall indemnify and hold harmless the COUNTY, and its officials, directors, officers, agents, and employees from and against any and all claims, damages, losses, and expenses, including but not limited to court costs and attorney's fees, arising out of or

resulting from performance of the work, provided that such claim, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the CONSULTANT, a sub-consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, excluding any proportionate amount of any claim, damage, loss or expense which is caused by the negligence of the COUNTY. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity, which would otherwise exist as to a PARTY or person described in this paragraph. In claims against the COUNTY and its officials, directors, officers, agents, and employees by an employee of the CONSULTANT, a sub-consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the CONSULTANT or a sub-consultant under workmen's compensation acts, disability benefit acts or other employee benefit acts.

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

10.0 SATISFACTORY PERFORMANCE.

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

11.0 CONFLICT OF INTEREST.

- 11.1 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of CONSULTANT'S services under this AGREEMENT.

11.2 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Purchasing Act; and further certifies that it has not been barred from contracting with a unit of State or Local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, 1992, Chapter 720, paragraph 5/33E-3).

12.0 OWNERSHIP OF DOCUMENTS.

12.1 The CONSULTANT agrees that all survey data, reports, drafting, studies, specifications, estimates, maps, documents and computations prepared by the CONSULTANT under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY within ninety (90) days of written request therefor. The CONSULTANT's obligation hereunder shall survive the termination of this AGREEMENT.

12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT.

13.0 COMPLIANCE WITH STATE AND OTHER LAWS – PREVAILING WAGE ACT.

13.1 The CONSULTANT and any sub-consultants will comply with all State, Federal and Local statutes, ordinances and regulations; and will obtain all permits as are applicable.

13.2 The CONSULTANT and any sub-consultants shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice.

13.3 The CONSULTANT and any sub-consultant(s) shall comply with all applicable State and Federal Prevailing Rate of Wage Laws, and shall take all steps necessary to remain in compliance therewith. (See Exhibit "C")

14.0 MODIFICATION OR AMENDMENT.

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

15.0 TERM OF THIS AGREEMENT.

15.1 The term of this AGREEMENT shall begin on the date this AGREEMENT is fully executed and shall continue in full force and effect until the earlier of the following occurs:

- A. The PARTY'S termination of this AGREEMENT in accordance with the terms of Section 16.0; or,
 - B. Upon the 730 day after receipt by the CONSULTANT of the Notice to Proceed from the Kane County Engineer on behalf of the COUNTY. (The fee payable to the CONSULTANT for services rendered shall be for 730 calendar days during the periods from July 2010 to June 2012 as set forth on Exhibit A attached hereto).
- 15.2 In the event the required calendar days as stated in Section 15.1 B above are exceeded and/or anticipated personnel requirements are not adequate and remaining funds are not sufficient to complete the PROJECT, adjustments in total compensation to the CONSULTANT may, at the sole option of the COUNTY be determined through negotiation between the COUNTY and the CONSULTANT. The COUNTY shall however, have no obligation to agree to any adjustment in total compensation or in the term of this Agreement.
- 15.3 The date of the first calendar day for this AGREEMENT shall be the date of receipt of the Notice to Proceed by the CONSULTANT from the COUNTY. In the event the PROJECT work is suspended by the COUNTY as recorded on the "Report of Starting and Completion Date," the calendar days for this AGREEMENT will also be suspended for a like amount of time.
- 15.4 Notwithstanding anything in Section 15.0 to the contrary, the Kane County Engineer may at his sole option, upon the request of the CONSULTANT, extend the term of this Agreement for a period of time up to but not exceeding one year.
- 16.0 TERMINATION ON WRITTEN NOTICE.
- 16.1 Except as otherwise set forth in this AGREEMENT, the CONSULTANT shall have the right to terminate this AGREEMENT for cause upon serving sixty (60) days written notice upon the COUNTY.
- 16.2 The COUNTY may terminate this AGREEMENT at any time for any reason upon written notice to the CONSULTANT.
- 16.3 Upon termination of this AGREEMENT, the obligations of the PARTIES to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Notwithstanding anything in this AGREEMENT to the contrary however, the obligations of the CONSULTANT to indemnify and hold harmless the COUNTY as provided for in Section 9.0 of the AGREEMENT shall survive the termination of this AGREEMENT.

16.4 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, as a result of this AGREEMENT shall become the property of the COUNTY.

17.0 ENTIRE AGREEMENT.

17.1 This AGREEMENT contains the entire agreement and understandings between the PARTIES.

17.2 There are no other covenants, promises, conditions or understandings, either oral or written, other than those contained herein.

18.0 NON-ASSIGNMENT.

18.1 This AGREEMENT shall not be assigned by a PARTY without prior written approval of the other PARTY.

19.0 SEVERABILITY.

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

20.0 GOVERNING LAW.

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

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

21.0 NOTICE.

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


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

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

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

COUNTY OF KANE


Nelson\Nygaard

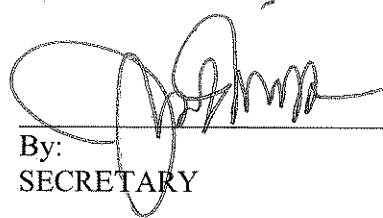

KAREN McCONNAUGHAY
CHAIRMAN, KANE COUNTY BOARD


By: Paul Paul
PRESIDENT C.O.C.

ATTEST:

ATTEST:


JOHN A. CUNNINGHAM
KANE COUNTY CLERK


By: [Signature]
SECRETARY

(Seal)



Exhibit A

Scope of Work

Task 1 BRT Primer

Nelson\Nygaard will prepare a BRT Primer to summarize key elements of BRT installations and answer the questions about what conditions must be satisfied for successful BRT operation. In addition to sharing information on the technologies that have been employed to improve transit systems and spur economic development, the purpose of the Primer will be to impart a clear understanding of the issues, opportunities and constraints involved with developing BRT operations. The Primer will address the following topics among others:

- BRT elements including transit travel time improvements, station area development, branding, exclusive right-of-way vs. mixed traffic operation options, and rider amenities;
- First/Last mile considerations for riders traveling beyond the immediate area surrounding a station;
- Station area planning requirements including pedestrian access, land use programming, and design elements;
- Levels of activity (including population and employment densities, commercial space etc.) at BRT station sites;
- BRT operating issues including passenger loading times and interaction with the local transit network; and
- Capital investments including transitways, stations, vehicles, pedestrian access, park-and-ride strategies where appropriate.

The Primer will be produced as an executive summary of the topics covered and Nelson\Nygaard will be available to present the findings at a workshop. We are envisioning a two-part workshop to present the Primer and to discuss a future vision for the corridor as it impacts BRT operations (see Task 2). County staff along with the project Task Force (representing jurisdictions along the corridor) will be the primary audience for the workshop.

Deliverables:	BRT Primer
Meetings:	BRT Primer and Visioning Workshop (see Task 2)

Task 2 Corridor Visioning

Defining a vision for the Randall/Orchard corridor may be the most critical task for this project. Subsequent tasks that identify potential TOD development and the defined transit operations need to support a clearly defined set of goals and objectives for the corridor and be built on agreed-to assumptions about future development patterns. The visioning task will examine the entire length of the corridor (from I-90 south to I-88). It will also look at land uses that have direct access to Randall/Orchard Roads, primarily via short walks. The visioning exercise for Randall Road will address:

- A general vision for, and desired quality of, development for the corridor;
- Target markets (specifying levels of residential, commercial, retail, and institutional development);
- Critical connections—both internal to the corridor and to/from other parts of the region;
- The hierarchy and relative modal priorities in the corridor for transit, automobiles, trucks, pedestrians, and bicycles;
- The role of transit in meeting regional transportation goals (VMT reduction, increased mobility, etc);
- The potential for exclusive BRT operation (versus operating in mixed traffic) by segment;
- The potential for a park-and-ride strategy to capture long distance trips entering corridor via an automobile;
- Transit service objectives and markets (long haul vs. local trips etc); and
- Candidate TOD/Station sites.

Nelson\Nygaard will facilitate the visioning exercise with County staff and the project Task Force in conjunction with the BRT Primer (Task 1).

Deliverables:	Summary of Corridor Vision and Assumed Markets
Meetings:	BRT Primer and Visioning Workshop (see Task 1)

Task 3 Projected Land Uses

Building on results from the visioning exercise (Task 2) and other inputs from County staff, Nelson\Nygaard will define future markets around station sites and along the corridor based on agreed upon assumptions. The assumptions will specify development potential in terms of housing units, jobs and commercial space at each station area. We will identify two alternative scenarios to illustrate mid and high intensities of development. Both of these alternate scenarios will call for station area build outs at levels to support BRT operations. The use of multiple scenarios, along with the 2040 baseline case, may be reflected in a phasing in of stations in the conceptual planning task and/or alternative levels of benefits analysis (Tasks 5 and 6).

This task will specify population and employment changes relative to the 2040 baseline case, for both the mid- and high-development scenarios, and allocate these increases to individual TAZ zones. This will facilitate any required travel demand modeling based on the projected land use scenarios (see Task 4).

The land use requirements will be summarized in a technical memorandum developed in conjunction with the BRT conceptual plan (Task 5)

Task 3.1 Station Area Visualizations

As an optional task, Nelson\Nygaard will prepare 3-D computer models to visualize what the mid- and high-development scenarios will look like at up to five station areas. The graphics from this modeling task will help stakeholders envision the nature of the proposed developments suggested to support BRT operation. The visualizations would aid in the presentation of the proposed land uses in the Task 5 technical memorandum and support the final workshop and presentations identified in Task 8. These visualizations allow for the comparison between current and projected land uses as part of a visual preference survey exercise during the final workshop.

We will use Google SketchUp to prepare the models and presentation graphics. Elements of the visualization include, but are not limited to:

- Building heights;
- Building setbacks;
- BRT roadway impacts (including dedicated travel lanes and/or on-street bus loading areas);
- Vehicular and pedestrian circulation;
- Parking facility opportunities;
- Open/public space opportunities;
- BRT infrastructure and amenities (including boarding areas, passenger shelters and waiting areas).

Task 4 Alignment Options

Nelson\Nygaard will define BRT routing to best serve the identified station areas. It will also review potential park-and-ride strategies to capture additional riders from outside the corridor when designing the preferred route. We will identify the preferred transitway along the identified route in terms of opportunities and needs for exclusive bus lanes and/or spot intersection improvements (including transit operation in right-turn lanes or dedicated queue jumps). Designing for the mid- and high-intensity development scenarios may result in alternate routing and/or phasing of station development.

This task will require an estimate of BRT running times in the corridor based on forecasted travel times (or intersection level of service in conjunction with queuing delays). This needs to account for future traffic conditions and projected transit travel time improvements from exclusive BRT operation and/or select intersection improvements in the corridor. We will work with County staff to review the potential impacts from the projected land uses identified in Task 3 and to specify what forecasted traffic data will be required from the County and its modeling resources.

The alignment requirements and a summary of the travel demand modeling results will be summarized in a technical memorandum developed in conjunction with the BRT conceptual plan (Task 5)

Task 5 Conceptual Planning

This task develops a high-level operating and capital plan for BRT along Randall Road. These plans detail the nature and level of service foreseen in the corridor and identify the resources needed to deliver the service.

Task 5.1 Operating Plan

This subtask will design a BRT route, serving the station locations identified in the previous subtask. We will develop operating parameters to best serve the identified markets and detail BRT operations by specifying:

- System map for BRT route and connecting local service (including options for first/last mile connections to activity centers not directly at station area);
- Span of BRT operation;
- Exclusivity of BRT operation by segment;
- Conceptual schedules showing frequency of service; and
- Operating cost estimates.

Task 5.2 Capital Plan

In this subtask, Nelson\Nygaard will identify the required capital improvements needed to support BRT operation. We will identify the necessary investments and provide order-of-magnitude cost estimates where appropriate. The capital investment elements include, but are not limited to:

- Transitway (any dedicated transit lanes (including right-of-way impacts), mixed traffic travel lane improvements, queue jumps, etc);
- Station development and amenities (physical station, transfer facilities, passenger amenities, ticket vending machines etc);
- Traveler information technologies; and
- Fleet requirements.

Task 5.3 Marketing Plan

Nelson\Nygaard will develop a marketing plan to outline strategies for building ridership on a BRT line. This subtask will also address the need to brand the service, vehicles and stations with a common and unique identity to market the service and its benefits to targeted audiences. The plan will illustrate how The County and Pace can promote BRT benefits to Randall Road businesses and developers, as well as to local jurisdictions, as their support and participation will be required to achieve the vision for the corridor.

Deliverables:	Technical memorandum summarizing Land Use and Alignment Plans, Conceptual Operating and Capital Plans and Marketing Plan
Meetings:	Conceptual Plan review with County Staff and Project Task Force

Task 6 Transportation Benefits Evaluation

Nelson\Nygaard routinely evaluates BRT and other transit proposals as part of Federal Transit Administration Alternative Analysis projects. We are also experienced in analyzing the benefits of transit supportive land uses with respect to travel demand and the associated environmental impacts. Nelson\Nygaard is a leader in development and use of URBEMIS, a national model for calculating air quality impacts of development projects. We will develop an evaluation methodology, detailing the performance measures of interest and the criteria used to judge the benefits, and review this methodology with County staff before executing this task. We will evaluate BRT operation for mid- and high-intensity development scenarios as defined in Task 3 and compare these to a base, or business as usual, case looking at:

- Ridership/mode split estimates (likely to be based on peer system experiences, travel time improvements, assumed markets at stations and intensity of development);
- Impacts on regional VMT;
- Impacts on the demand for parking;
- Air quality/greenhouse gas impacts; and
- Impacts on local transit services

This task will be conducted in conjunction with Task 7, providing a comprehensive evaluation of transportation, environmental and economic benefits.

Task 7 Economic Benefits

In addition to the benefits analyzed in Task 6, Nelson\Nygaard will evaluate potential economic benefits while analyzing the proposed BRT project(s). As part of our current carbon reduction analysis project for the City of Portland, OR, we are working with economists to develop a model for evaluating local economic benefits resulting from transportation projects developed to reduced greenhouse gases. We will apply these methods, along with current research, to estimate the impacts on job creation and other economic advantages. Similarly, current research indicates that BRT projects have a positive impact on land values and we will evaluate the opportunities for high capacity transit to provide such benefits in the Randall Road corridor.

Deliverables:	Benefits Evaluation Methodology Report (combined Task 6 and Task 7) Benefits Evaluation Results Report (combined Task 6 and Task 7)
Meetings:	Ongoing meetings/conference calls with County staff to review methods report and final results

Task 8 Implementation Recommendations

Implementation of BRT along Randall Road will require a number of actions by multiple entities. These include changes to the built environment as well as the implementation of new transit services. Based on the identified station locations, we will recommend steps needed to achieve the level and nature of new development, infill and/or turnover needed for these TOD sites. Our recommendations will also describe the improvements needed for the street and sidewalk networks. We will detail each action item including likely responsible parties, and timeframe requirements. Implementation recommendations will include, but are not limited to:

- Identification of development needs (in term of residential, employment and commercial programming) for both greenfield and redevelopment sites, particularly at proposed station sites;
- Station area development criteria (pedestrian access, parking management, design guidelines);
- Model ordinance language;
- Land Use guidelines (e.g. policies and practices) at station areas;
- Identification of development incentive opportunities;
- Facilitating Transportation Demand Management (TDM) and parking management programs;
- Capital Improvement Plan components (including required roadway and pedestrian improvements along with right-of-way requirements); and
- Preparation of municipality & business outreach plan with County staff to facilitate Part V of the study.

We will present recommendations to County staff and other interested parties. We also envision a workshop with County staff at the completion of this task to support the County's efforts to further engage the municipalities along the corridor.

Deliverables:	Implementation Issues Report and Action Item Matrix
Meetings:	Presentation/Workshop with County Staff and Project Task Force Final presentation to County Board and Council of Mayors

**Exhibit B
Randall Road BRT Feasibility Study
Billing Rates and Project Budget**

Task Description	Nelson\Nygaard Labor Costs						Hours	Cost
	Principal IV	Senior Associate	Associate Project Mgr	Associate	GIS	Intern		
1 BRT Prime								
BRT Primer	63.24	48.62	44.27	35.97	35.97	15.41		
Task Total	82.21	63.21	57.55	46.76	46.76	20.03		
2 Corridor Visioning								
2.1 Corridor Visioning	14.55	11.18	10.18	8.27	8.27	3.54		
Task Total	\$160.00	\$123.00	\$112.00	\$91.00	\$91.00	\$38.00		
3 Projected Land Uses								
3.0 Projected Land Uses		16		24				\$6,712
3.1 Station Area Visualizations		8		12				\$7,670
Task Total		24		24				\$14,382
4 Alignment Options								
Alignment Options		14	10	8				\$4,198
Task Total		14	10	8				\$4,198
5 Conceptual Planning								
5.1 Operating Plan		4	12	30		24		\$7,865
5.2 Capital Plan		4	16	24		24		\$5,728
5.2 Marketing Plan		8	16	8				\$3,976
Task Total		16	44	62		48		\$17,570
6 Transportation Benefits Evaluation								
Transportation Benefits Evaluation		8	24	24				\$6,416
Task Total		8	24	24				\$6,416
7 Economic Benefits								
Economic Benefits		8	16	12		10		\$4,730
Task Total		8	16	12		10		\$4,730
8 Implementation Recommendations								
Implementation Recommendations		46	36	40		20		\$16,454
Task Total		46	36	40		20		\$16,454
PROJECT MANAGEMENT								
TOTAL HOURS	160	240	0	210	102	102	825	\$88,956
TOTAL LABOR COST								

Direct Expenses	Units	Rate	Cost	Rate	Cost
Travel	trips	4			
Air Fare	trips	4			
Hotel	nights	4			
Per Diem	days	4			
Rental Cars and Gas	days	4			
Other Ground Transportation (Mileage, Travel Fares, Parking)	days	4			
Subtotal - Direct Expenses					
General & Administrative on Direct Costs (which for NN includes all subcontractor costs)					
Total Cost (Labor + Direct Expenses + G&A)					

EXHIBIT "C"

PREVAILING WAGE RATES

It is the policy of the State of Illinois as declared in the Illinois Prevailing Wage Act (820 ILCS 130/1 *et seq.*) "that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works".

The CONSULTANT agrees to pay, when applicable, the current Illinois Department of Labor Prevailing Wage Rates for all County of Kane projects. Current prevailing wage rates are available from the Illinois Department of Labor at their website: <http://www.state.il.us/agency/idol/rates/rates.HTM>.

Prevailing wage rates are subject to revision monthly. The CONSULTANT acknowledges its responsibility, for payment of any applicable future adjustment thereof.

The CONSULTANT further acknowledges its responsibility to notify any sub-consultant of the applicability of the Prevailing Wage Act.

When applicable, the CONSULTANT agrees to provide the Kane County Division of Transportation "certified payrolls" as required by the Prevailing Wage Act

CONSULTING

NELSON/NEGAARD ASSOCIATES, INC.
Company Name

Paul Paul
Signature of Officer of Company

C.O.O.
Title

6/7/10
Date