



**MONROE COUNTY BOARD OF COMMISSIONERS'
WORK SESSION AGENDA
December 6, 2023
Nat U. Hill Meeting Room - 3rd Floor, Courthouse and Zoom Connection**

- 1. Lori Kelley, Health**
New Professional Services Agreement with IU and Monroe County Futures Family Planning Clinic. **2**

- 2. Jeff Cockerill, Legal**
Burgess & Niple, Inc. agreement regarding Metropolitan Transportation Plan **12**



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal

Work session

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:



INDIANA UNIVERSITY

Professional Services Agreement

Between

The Trustees of Indiana University

On behalf of Obstetrics & Gynecology

and

Monroe County Government (Check Only)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between The Trustees of Indiana University ("University") and Monroe County Government (Check Only) ("Contractor") (collectively, the "Parties"). For and in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Services

- a. Services: Contractor will provide to the University the services listed in Addendum A. Addendum A constitutes a part of this Agreement and is deemed incorporated by reference herein. In the event that there are any conflicts between Addendum A and the terms of this Agreement, the terms of this Agreement shall prevail.
- b. Term: This Agreement shall be effective 10/1/2023 and end 06/30/2025.
- c. Purchase Order Required: This Agreement is not effective until a signed Purchase Order for it is issued to Contractor by University.

2. Fees and Expenses

- a. Compensation: Contractor shall be paid up to \$20,000.00 by the University.
- b. Payment Terms: Payments will be made, based on basic net 30 day terms, post receipt of a detailed invoice from Contractor by Accounts Payable Department listed below.
- c. Invoices: Invoices can be submitted through the following methods: 1) your Supplier Portal; 2) by email as a PDF or Word file to invoice@iu.edu (please note that Excel files will be rejected); 3) cXML submission; or 4) sent to Indiana University Accounts Payable, PO Box 4527, Scranton, PA 18505 (NO Fax). The invoice should adhere to the following components for the quickest payment processing:
- d. The face of the invoice should adhere to the following components for the quickest payment processing:
 - i. Purchase Order Number (REQUIRED)
 - ii. Consultant name in header of invoice
 - iii. Consultant remit to address clearly indicated on invoice
 - iv. Consultant invoice # and invoice date indicated on invoice
 - v. Sufficient itemization to know what goods/services were provided
 - vi. Billing Name: Indiana University (not the department or the university representative you are working with)
 - vii. Billing Amount
- e. Non-Exclusive: Contractor is free during the term of this Agreement to provide services to other clients.
- f. Citizenship: Contractor is a Entity.
- g. Travel Expenses: Travel expenses and other expenses are included in the fee.

3. General Provisions

- a. Headings: The headings used in this Agreement are for convenience only and do not constitute substantive matter to be considered in construing its terms. The use in this Agreement of the terms "include," "includes," "including," and "such as" shall be deemed in all cases to be followed by the words "without limitation."
- b. Independent Contractor: Contractor is an independent contractor. The employees of Contractor are not employees of the University, and the employees of the University are not employees of Contractor. Nothing in

this Agreement shall be deemed or construed to create a partnership, agency relationship, or joint venture between Contractor and the University. Contractor will have no authority to enter into contracts binding upon University.

- c. **University Policies:** While on the premises of the University, Contractor must comply with all University policies regarding conduct and academic ethics, including but not limited to age, color, disability, ethnicity, sex, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sexual orientation, veteran status, smoking, possession of weapons, illegally possessed controlled substances, obligations to make notification of suspected child abuse or neglect, and, depending on the nature of the engagement, to conduct criminal background checks on employees. Contractor hereby agrees to follow all Indiana University requirements provided in Indiana University's most current Public Safety Advisories or Public Health and Safety Guidance related to any infectious disease outbreak.
- d. **Collusion:** Contractor affirms that this Agreement was not the result of collusion with any employee or agent of the University. Contractor agrees that no right or duty may be delegated or assigned to another party without University's prior approval. If Contractor provides University with any sort of recommendation regarding the purchase or use of a third-party product or service, Contractor shall disclose to University, before or at the time of making such recommendation, if Contractor has any sort of personal or financial interest in the third-party Contractor offering the product or service or receives any sort of compensation or incentive for providing such recommendation.
- e. **Conflict of Interest:** Private and non-profit corporations are bound by state statute regarding conflicts of interest by employees in the conduct of state agreements. As such, a completed Conflict of Interest form will be required to accompany the signing of the Agreement in the event a potential conflict of interest is identified.
- f. **Subcontractors:** Contractor shall not utilize any subcontractors in performing any obligations hereunder without University's prior express written consent. If University does consent to a subcontractor, Contractor shall at all times remain liable for the actions and omissions of such subcontractor under this Agreement.
- g. **Tools and Materials:** Contractor shall be responsible for providing all tools and materials required for performance of the tasks agreed to.
- h. **Amendment:** Any alteration, deletion, or addition to any of the terms of this Agreement shall be effective only if made in a written amendment to this Agreement and executed by the Parties.
- i. **No Waiver:** Failure to invoke any right, condition, or covenant in this Agreement by either Party shall not be deemed to imply or constitute a waiver of any rights, condition, or covenant and neither Party may rely on such failure.
- j. **Severability:** If any provision of the Agreement or its application to any party or circumstances shall be invalid or unenforceable to any extent, the remainder of the Agreement and the application of its provisions to other parties or circumstances shall not be affected and shall be enforced to the extent permitted by law.
- k. **Entire Agreement:** The terms and conditions of this Agreement and any mutually executed Amendments constitute the entire agreement between the Parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. This Agreement constitutes the entire agreement between parties and supersedes any other communications or previous agreements, whether written or oral, that may have been made or entered into by the parties. Any modifications of or changes to this Agreement shall be in writing and signed by both parties. The terms and conditions of this Agreement are not affected by any change in service options that may be reflected on prospective Statements of Work / Schedules of Work.
- l. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.
- m. **Flow down Provisions for Federally Funded Grants.** Contractor agrees to abide by federal contract requirements as appropriate for federally funded projects. Refer to this page for terms and conditions that are incorporated into this agreement by reference: <https://purchasing.iu.edu/resources/flowdown.php>.

4. Sequential Liability

The University shall not be obligated to pay Contractor any sum in excess of the total authorized purchase order amount and Contractor shall not be obligated to continue performance or to incur costs in excess of the stated sum unless funding is increased through written supplement to the Purchase Order.

5. University Representative

- a. University's authorized representatives ("Representative") for communicating with Contractor are listed below. Contractor shall report to the applicable University representative and shall be entitled to rely upon instructions received from University representative:
 - i. Purchasing Representative for Agreement / Amendments / SOWs: Purchasing Category Manager: Rebecca Lutton, relutton@iu.edu
 - ii. Administrative Issues: Kevin McClelland, IN UH 2440, kevmccle@iupui.edu, 317-944-3546.

6. Applicable Law/Governing Law

- a. This Agreement shall be construed in accordance with and pursuant to the internal laws of the State of Indiana, without regard to choice of law rules. Further, the Parties:
 - i. Agree that litigation initiated by either party concerning the interpretation or implementation of this Agreement shall exclusively be brought and litigated in a state court of competent jurisdiction in Monroe County, Indiana, or in federal court of competent jurisdiction in the Southern District of Indiana;
 - ii. Consent to the personal jurisdiction of such courts; and
 - iii. Waive any defense of forum non conveniens.

7. Limitation on Damages

Neither party shall be liable to the other or to any third party for any consequential, indirect, special, or incidental damages, including lost profits, alleged to arise out of the performance or material breach of this Agreement.

8. Indemnification

Contractor, including its officers, directors, agents, employees, and affiliates shall defend, indemnify and save harmless The Trustees of Indiana University, its officers, agents and employees and any other person for whom University may be legally liable ("Indemnified Parties") from and against any and all losses, costs, interest, damages, liabilities or expenses paid (including costs of defense, settlement, and reasonable attorney's fees) which arise out of or are in connection with all claims, demands, actions, suits, appeals and proceedings, or the settlement thereof, based on actual or alleged injuries, damages, or liability of any kind whatsoever sustained in connection with this Agreement, arising from any cause whatsoever except for gross negligence and willful misconduct of the Indemnified Parties.

9. Termination without Cause

This Agreement may be terminated by either party, without cause, by giving the other party a thirty (30) day notice. Notice may be sent by e-mail; however, if confirmation of termination is not received within ten (10) days, a second notification must be made by certified mail to the signatories listed in the Department Project Manager's section of this Agreement. Upon termination, all outstanding payments due to Contractor shall be paid Net 30 days post receipt of a detailed final invoice from Contractor by the Accounts Payable Department listed in the Fees section of this Agreement.

10. Records

- a. All work performed, information collected or product created during the project will be the sole property of University. Any use of this information or of the materials that emerge as a result of work on this project by Contractor must receive prior written approval from the Indiana University Purchasing Department.
- b. All work materials, including data, must be returned to University at the completion of the project. If University does not want the work materials, Contractor will destroy all data and materials related to this project.
- c. University-owned materials, data or work product may not be given or sold to a third party.

11. Confidentiality of Data

- a. **Definition of IU Data:** "IU Data" shall be interpreted broadly to include any and all IU-related institutional and personal data, whether in physical or electronic/digital form, which Contractor receives, collects, interacts with, stores, views, processes, accesses, is exposed to, uses, creates, maintains, transmits, disposes of, or otherwise handles (hereafter "data activities").
- b. **Confidentiality:** Contractor shall treat all IU Data that is not publicly-available as confidential.
- c. **Data Security Measures:** Contractor shall employ sufficient administrative, physical, and technical data security measures to protect IU Data and to comply with applicable laws and regulations and relevant industry standards.

- i. **Data Encryption:** Contractor represents and warrants that any sensitive, regulated, or legally-protected IU Data upon which Contractor performs data activities, including any data constituting student education records, will be encrypted both in transit and at rest with widely-respected encryption protocols/algorithms.
 - ii. **Industry Standards:** Contractor represents and warrants it has adopted and stays current with a set of commonly used security standards which substantially align with (or are reasonably analogous to) the “Moderate” baseline of standards recommended by National Institute of Standards and Technology (NIST) SP 800-53 (<https://csrc.nist.gov/publications/detail/sp/800-53/rev-5/final>). (See also, <http://csrc.nist.gov/publications/PubsByLR.html>.) The security standards adopted by Contractor must be published by an independent, authoritative entity.
 - iii. **Accuracy of Documentation:** Contractor represents and warrants the accuracy of all documentation that it provides to IU with respect to the physical, technical, and administrative safeguards it uses in the course of its data activities.
 - iv. **IU Requested Mitigation:** If IU determines a change to the features or functionality of Contractor’s product or service is reasonably needed to ensure the security of IU Data, then Contractor will consider such change in good faith and implement such change unless Contractor can demonstrate that such change would not measurably increase the security of IU Data or is unreasonable given the costs to implement it, in which case Contractor shall provide a detailed explanation to IU about why such change would not measurably increase the security of IU Data or is unreasonable given the costs to implement it.
 - v. **Notice of Nonconformity:** Contractor will notify IU’s Incident Response team (it-incident@iu.edu) promptly of any material nonconformity to applicable standards and requirements of Contractor’s machines, systems, applications, or networking equipment, of which Contractor becomes aware during the term of this Agreement.
- d. **Third Parties:** Contractor’s responsibility for ensuring the security of IU Data in the course of its data activities extends to its employees and to any third parties engaged by Contractor, including but not limited to web hosts or other service providers that may engage in data activities with respect to the IU Data. Contractor agrees to ensure any such third parties employ security measures for the IU Data equal to, or greater than, the measures this clause requires of Contractor.
- e. **Regulated Data:** If Contractor performs data activities on any of the following types of IU Data, it will comply with, and assist IU in complying with, the applicable laws and requirements set forth below:

Data Type	Reference	Citation and Requirements
Student Education Records	Family Education Rights and Privacy Act (FERPA)	20 USC 1232g et seq., and related regulations at 34 CFR Part 99
Protected Health Information (“PHI”)	Health Insurance Portability and Accountability Act (HIPPA)	<i>42 USC 1320d-2 (note); implementing privacy and security regulations at 45 CFR Parts 160 and 164, and related agency guidance</i> <i>If Contractor will access PHI to perform a service on behalf of IU, then Contractor and IU must also enter into a Business Associate Agreement (BAA) in a form approved by IU. In the event of any conflict between the BAA and this Agreement, with respect to the security or privacy of PHI, the terms of the BAA shall control.</i>
Student Financial Records (e.g., records regarding tuition payments and financial aid)	Gramm-Leach-Bliley Act (GLBA)	<i>15 USC 1681 et seq.; Privacy Rule 16 CFR 313; Safeguards Rule 16 CFR 314</i> <i>As applicable, shall have a program in place, documented in writing, to identify, detect, and address warning signs of identity theft, pursuant to the FACT Act. 15 USC 1681 et seq., and corresponding “Red Flag Rules.”</i>
Genetic Information	Genetic Information Nondiscrimination Act of 2008 (GINA)	<i>42 USC 2000ff and implementing regulations</i>
	Indiana SSN Law	<i>Indiana Code 4-1-10</i>

<i>Social Security Numbers, Driver's License Numbers, or Financial Account Information</i>	Indiana Breach Notification Laws	<i>Indiana Code 4-1-11; Indiana Code 24-4.9</i>
<i>Payment Card Information</i>	The Payment Card Industry Data Security Standards (PCI-DSS)	<i>Contractor acknowledges responsibility for the security of cardholder data it possesses or otherwise stores, processes, or transmits, on behalf of IU. Contractor warrants it is Payment Card Industry Data Security Standards (PCI DSS) compliant and shall remain compliant for the term of this Agreement. Contractor shall provide IU its most recent Attestation of Compliance (AOC) or Self-Assessment Questionnaire (SAQ) upon execution of this Agreement and annually for the term of this Agreement. Contractor shall notify IU within seven (7) days of becoming aware Contractor is no longer PCI DSS compliant and promptly remedy that non-compliance. If Contractor uses a third party to process cardholder data, Contractor shall ensure that both itself and the third party meet the above requirements.</i>

- f. **Limitation on Data Activities and Disclosure:** Contractor represents and warrants that it shall only use IU Data for the purpose of fulfilling its duties under this Agreement and shall not further disclose IU Data to any third party without the prior written consent of IU or as required by law. Contractor shall not use IU Data for targeted marketing purposes.
- g. **Anonymized Aggregated Data:** Notwithstanding the above, Contractor may use anonymized aggregated data that it derives from IU Data within the course and scope of its data activities, solely to enhance the quality of its performance under this Agreement or the functionality of the products or services Contractor provides, but only if such IU Data does not constitute PHI.
- h. **Property Rights:** Contractor acknowledges and agrees that all IU Data provided or made available to it by IU or individual users of Contractor's service under this Agreement is and remains the property of IU or the individual user, as determined by law and IU policy.
- i. **Return or Destruction of Data:** No later than thirty (30) days after termination or expiration of this Agreement, Contractor will either return or confirm in writing the secure destruction of all IU Data provided or made available to Contractor under this Agreement, at IU's election and in accordance with any specifications for return or destruction that IU may provide to Obstetrics & Gynecology.
- j. **Incident Response:**
 - i. **Notification:** Immediately upon becoming aware of an incident that results in exposure or potential exposure of IU Data, Contractor shall notify IU at it-incident@iu.edu, preserve all relevant authentication and system logs, and cooperate fully with IU's investigation of, and response to, the incident. Except as required by law or with prior written permission from IU, Contractor shall not provide notice of the incident directly to any individuals whose IU Data may have been exposed.
 - ii. **Logs:** To facilitate the investigation of security incidents, Contractor will retain all authentication and other relevant system logs, including relevant logs from any contractors or subcontractors, for a minimum of sixty (60) days from the creation of such logs, and provide such logs to IU upon request.
- k. **Indemnification:** Notwithstanding any other provision of this Agreement, Contractor shall defend, indemnify, and hold harmless IU in full for all direct costs, expenses, and liabilities incurred by IU as a result of Contractor's breach of this Agreement, including any costs incurred by IU in providing notices to parties whose data may have been exposed to unauthorized access as a result of such a breach. These remedies shall be in addition to any other remedies provided within this Agreement or available under applicable law.
- l. **Independent Assessment:** Upon request by IU's University Information Security Office ("UIISO"), Contractor agrees to provide UIISO with the results of (1) an annual security audit, (2) vulnerability scan, and (3) formal penetration test, performed by one or more third parties approved by IU and with a scope that covers the relevant Contractor systems used in relation to the data activities and services being performed under this Agreement.

12. Ownership of University Data and Materials

- a. Any data or materials owned by University but provided to Contractor, or otherwise accessed by Contractor, for the purposes of this Agreement, including, without limitation, any University confidential information, shall remain the sole and exclusive property of University and shall be used solely for the purposes of this Agreement. No right, title, or interest to such University data or materials is transferred or assigned by virtue of this Agreement.
- b. In the event any University data or materials are lost, destroyed, or corrupted due to any act or omission of Contractor, including any breach of this Agreement or failure of a Deliverable, shall be responsible for the prompt regeneration or replacement of such University data or materials. If Contractor is unable to promptly regenerate or replace such University data or materials, University may attempt to do so itself or hire the services of a third party to do so, and Contractor agrees to reimburse University for all expenses incurred by University, including the expenses to hire such third party, in regenerating or replacing such University data or materials.
- c. All University provided work materials, including data, must be returned to the University at the completion of the project. If the University does not want the work materials, Contractor will destroy all data and materials related to this project.
- d. University-owned materials, data, or products may not be given or sold to a third party.

13. Work for Hire

Contractor acknowledges and agrees that the work itself shall be considered “work for hire” and shall be the sole and exclusive property of University. This work includes all drawings, sketches, specifications, photographs, or code of the work in progress and other documents or works prepared by, or hereafter to be prepared by, Contractor, in whole or in part, in connection with the project (“Project Materials”), including but not limited to all works based upon, derived from, or incorporating Project Materials, which are intended to be the sole property of University, and that all Project Materials shall be delivered to University at the time of the installation or completion of the work. Contractor hereby expressly transfers to University any and all copyright interest or other proprietary rights or interest in and to the work and Project Materials and to any material object in which all or any part of the work or Project Materials is embodied.

14. Excused Performance

If, because of any “Act of God”, riots, epidemics, strikes, any act or order of public authority, any other cause similar or dissimilar beyond the control of University, the business operations at the University are interrupted or stopped, the performance of the Agreement, with the exception of money already due and owing, shall be suspended and excused to the extent commensurate with such interfering occurrence. The expiration date of the Agreement may be extended, by mutual written consent, for a period of time equal to the time that performance is excused.

15. Minimum Insurance Requirements

Contractor agrees to carry the following insurance coverage during the term of this Agreement: (i) worker’s compensation as required by the laws of the state in which the work is being performed; (ii) professional liability coverage of at least \$1,000,000; and (iii) comprehensive general liability and property damage insurance with a combined bodily injury and property damages limit of \$1,000,000 for each occurrence. Contractor shall provide University with written proof of such insurance policies upon University’s request.

16. Signatures

Unless otherwise prohibited by law or University policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “Electronic copy of a signed contract” refers to a transmission by the University’s web based contracting system or other agreed upon electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the University.

By my signature below, I am accepting the terms and conditions of this Agreement and I certify that I am not an Indiana University employee, I am an independent contractor, and I understand the tax and legal implication of this Agreement and that payments under this Agreement will be reported on Form 1099.

University	Contractor
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
e-Mail: _____	e-Mail: _____
Phone: _____	Phone: _____
Date: _____	Date: _____

ADDENDUM A
Statement of Work

Activities to be undertaken by Contractor:

Recruitment

- Post PATH4YOU recruitment materials (flyers, business cards, one pagers, etc.) in the waiting room, exam rooms, and/or other centralized places as permitted
- Offer PATH4YOU program to anyone interested in contraceptive care that presents at subgrantee clinical site for care
- Facilitate participant reviewing and signing PATH4YOU Program Consent form
- Confirm each participant is offered the opportunity to complete the MyPath tool (available on PATH4YOU website) before they see the provider
 - May be done ahead of visit time via text message/email/phone appointment reminders
 - May be completed in the waiting room via patient's personal phone or study-provided tablet
 - May be completed in the exam room before the patients sees the provider via patient's personal phone or study-provided tablet

Study Participation/Procedures/Data Collection

- Ensure all staff who may engage PATH4YOU participants have completed the PATH4YOU Best Practices training (Provider Training and/or Billing Training)
- Provide dedicated clinical care visit hours every week (minimum of 2 hours/week) to be utilized for PATH4YOU patients who book through our PATH4YOU website. (These reserved slots can be removed 14hours in advance of appointment if they have not been booked)
- Complete patient log for any patient receiving PATH4YOU services within a week of their visit
 - A log entry should be completed for each patient encounter; returning patients should receive a new entry in the PATH4YOU patient log for any subsequent visits
- Prescription contraceptive methods are provided through either:
 - CVS Voucher
 - Mail-order pharmacy prescription (CarePoint)
 - Dispensed directly by clinic
- Documenting any LARC devices used by providing PATH4YOU device ID numbers in patient log
- Monthly clinical care invoice, including the following information
 - Number of patients seen with insurance
 - Number of patients seen that are uninsured or requesting not to use insurance information
 - Patient Name and Date of service
- Return signed PATH4YOU program consent forms to Grantor quarterly.
- Order supplies (LARCs, condoms, SWAG, etc.) from PATH4YOU staff to maintain a supply that allows for same-day access

Activities to be undertaken by University:

Financial Payments

- PATH4YOU will pay a one-time administrative fee of \$10,000 with anticipated annual renewal amount based on future program funding
- PATH4YOU will pay the following payments will be made to Sub-Grantee with the intent of no cost experienced by the patient for birth control provision
 - Any remaining balance after sliding scale has been applied.
 - Uninsured patients (or patients requesting not to use insurance coverage for confidentiality reasons): \$105/visit
 - Insured patients:
 - No co-pay to be collected from patient
 - Insurance is billed for visit and any procedures/medications (if applicable), but not for any devices supplied by the PATH4YOU program
 - Patient may be responsible for a deductible

- PATH4YOU will provide a supply of the following:
 - Long-Acting Reversible Contraception (LARC) Devices
 - Hormonal IUDs (Mirena, Kylene, Skyla)
 - Non-hormonal IUDs (Paraguard)
 - Contraceptive Arm Implants
 - External Condoms
 - Internal Condoms
 - Program Written/printed materials
 - Program SWAG

- PATH4YOU does not dictate and is not responsible for the billing practices of site partners

Other:

PATH4YOU is not responsible for the medical care or any associated liability in site partner's practice. Site partner shall maintain a reasonable level of professional liability insurance and general liability insurance. Certificates evidencing such insurance will be made available for examination upon request. Site partner certifies that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Agreement.

Site partner may terminate this agreement with thirty days' notice to the PATH4YOU principal investigator, listed above.



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

This agreement allows for the County and City to split the cost of the 25 year plan for MPO jurisdiction. Each party has committed to pay \$100,000 towards its costs.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Local Road and Street"/>	<input type="text" value="1169"/>	<input type="text" value="\$100,000"/>

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text"/>	<input type="text"/>

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:

**AGREEMENT BETWEEN
THE CITY OF BLOOMINGTON AND MONROE
COUNTY ON BEHALF OF THE BLOOMINGTON-
MONROE COUNTY METROPOLITAN
PLANNING ORGANIZATION AND
BURGESS & NIPLE, INC.
FOR
PLANNING AND ENGINEERING SERVICES**

THIS AGREEMENT is made and entered into by and between the City of Bloomington (“City”) and Monroe County, Indiana (“County”), on behalf of the Bloomington-Monroe County Metropolitan Planning Organization (“BMCMPPO”), whose address is 401 N Morton St, Suite 130, Bloomington, Indiana, 47404; and Burgess & Niple, Inc., whose address is 330 Rush Alley, Suite 700, Columbus, OH 43215 (“Contractor”). This Agreement shall be effective on the date of last party signature below.

SECTION 1. GENERAL DESCRIPTION OF PROJECT

City and County hereby retain Contractor to act as the contractual agent to perform the professional services described in Attachment A (“Services”) according to the terms and conditions outlined herein. The project for which such Services will be provided is generally described as follows: Develop a 2050 Metropolitan Transportation Plan for the Bloomington-Monroe County Metropolitan Planning Organization (BMCMPPO). This plan will cover all of the BMCMPPO study area which includes the City of Bloomington, the Town of Ellettsville and urbanized portions of Monroe County, Indiana. The plan will meet the metropolitan planning requirements identified in the Fixing America’s Surface Transportation (FAST) Act and continued by the Bipartisan Infrastructure Law (BIL). The plan will be multimodal in nature, have a 25-plus year horizon (2050), and serve as the basis for coordination with INDOT pertaining to its statewide long-range transportation plans.

SECTION 2. CONTACT PERSON

City, County, and Contractor shall each appoint a contact person who shall have the authority to act on behalf of each party, including, by way of illustration and not by way of limitation, to transmit instructions regarding the Services, receive information, and recommend changes in the Services. Any additional or revised fees must be approved by the BMCMPPO Executive Director and a Vice President of Contractor, in addition to any other regulatory approval required. The contact person for City shall be: Pat Martin, Senior Transportation Planner; the contact person for the County shall be provided following execution of this Agreement; and the contact for the Contractor shall be: Erin Grushon, Project Manager.

SECTION 3. DATE OF COMMENCEMENT

The Date of Commencement for Services provided pursuant to this Agreement shall be the date on which the Agreement is fully executed or as agreed in writing by the contact persons identified in Section 2 above, whichever is later.

SECTION 4. DURATION

Contractor shall provide all Services by January 31, 2025.

PROFESSIONAL SERVICES AGREEMENT

Page 2

SECTION 5. TERMS AND CONDITIONS

(1) Termination, Suspension, and Extension. If any party fails to perform in accordance with the terms of this Agreement, the other parties shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other parties. If Services are disrupted or delayed fewer than 60 days, due solely to the actions of City or County, the Services completion date shall be reasonably extended accordingly. If Services are delayed for more than 60 days due solely to the actions of the City or County, Contractor may terminate this Agreement as provided above or may elect to continue with the fees being equitably renegotiated as mutually agreed by the parties. If Services are delayed for more than 60 days as a result of occurrences beyond the reasonable control of the parties, this Agreement and the Services completion date may be extended upon mutual agreement of the parties hereto.

In addition to the above, the City or County may terminate this Agreement upon Contractor filing for bankruptcy, insolvency, or assignment for the benefit of creditors, and may terminate or suspend performance of this Agreement at the City's or County's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and County, and the City and County shall pay the Contractor for all of the Services performed up to the date that written notice of termination or suspension was received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of Services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the City and County, as set forth below.

(2) Compensation. Upon completion of all Services, the City and County shall pay Contractor for all fees and expenses herein provided in an amount not to exceed Two Hundred Thousand Dollars (\$200,000), with each of the City and County responsible for up to half of that total or One Hundred Thousand Dollars (\$100,000) each. Contractor shall submit invoices to City and County in equal amounts for Services rendered during each invoicing period, which shall generally be on a monthly basis. The amount of each invoice shall be determined by the actual work performed method whereby Contractor will provide a progress report with the percentage of Services accomplished during the invoicing period. Payment to Contractor shall be made within 60 days of receipt of each invoice. Additional services and/or any changes in the Services not set forth in Exhibit A must be authorized in writing by the City and County, or either of them, prior to such work being performed. Neither the City nor the County shall make payment for any unauthorized work or expenses. In any event, no additional work shall be performed until and unless additional funding is approved by the relevant governmental body(ies) and a fully executed written amendment to this Agreement is reached by the relevant parties regarding such work.

(3) Appropriation of Funds. If funds for the continued fulfillment of this Agreement by the City or the County are at any time not forthcoming or are insufficient, through failure of any entity, including the City or the County itself, to appropriate funds or otherwise, then the City or the County, as relevant, shall have the right to terminate this Agreement without penalty,

and the remaining parties may negotiate a continuation of the work under a separate Agreement.

- (4) Conflict of Interest.** Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.
- (5) Indemnification.** Contractor shall indemnify and hold harmless the City, the County, and their directors, officers, agents and employees, for all damages, losses, costs, expenses, or other liabilities, including reasonable attorney's fees and defense costs ("damages and losses"), arising out of third party claims to the extent the damages and losses are caused by the negligence or wrongful error, omission or act Contractor or any person employed by Contractor or its sub-consultants.
- (6) Insurance.** During the performance of any and all Services under this Agreement, Contractor shall maintain at a minimum the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance with a minimum limit of \$2,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, Monroe County, their departments, and the officers, employees and agents of each, shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's or the County's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the City and County prior to the commencement of work under this Agreement.

PROFESSIONAL SERVICES AGREEMENT

Page 3

- (7) **Assignment/Third Parties.** Neither the governmental units nor Contractor will assign or transfer its interest in this Agreement without the written consent of the other. Contractor, however, does reserve the right to subcontract services as described in Attachment A. Contractor shall be liable for the work of its subcontractors. Nothing in this Agreement shall be construed as creating any rights, benefits, or causes of actions for any third party against the City or the County.
- (8) **Disputes.** If a dispute between the parties arises out of or relates to this Agreement, or the breach thereof, then the parties agree to make a good faith effort to settle the issue through direct discussion between the parties prior to having recourse to a judicial forum. This Agreement shall be governed by the laws of the State of Indiana without reference to choice of law rules, and judicial venue of any disputes shall be in the Monroe Circuit Court, Monroe County, Indiana.
- (9) **Standard of Care.** Contractor agrees to perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The City and County shall be the sole judges of the adequacy of Contractor's work in meeting such standards. However, the City and County shall not unreasonably withhold their approval as to the adequacy of such work. Contractor agrees to perform the Services in accordance with any applicable federal, state, or local law or regulation.
- (10) **Waiver.** Any failure by City or County to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and City or County may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
- (11) **Relationship.** Contractor is an independent contractor of City and County in performing its Services under this Agreement and is not an employee, agent, joint-venturer, or partner of either governmental unit.

PROFESSIONAL SERVICES AGREEMENT

Page 4

- (12) **City and County Responsibilities.** City and County shall provide Contractor all pertinent and available data and information in a timely manner. Contractor shall be entitled to rely on any and all information provided pursuant to this provision. City and County shall review Contractor's work thoroughly and promptly, provide direction as necessary, and, if at any time, City or County becomes aware of any defect, shall give notice of such defect in the work or services provided.
- (13) **Severability:** Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.
- (14) **Ownership of Documents and Intellectual Property:** All right and title in and to any documents, drawings and specifications, and other materials in any format prepared by Contractor and furnished to the City and County as part of the Services shall become the joint and several property of the City and County. Contractor shall not make or permit to be made any copies or any modification to electronic or physical media, plans, and specifications without the prior written authorization of City and County. City and County hereby authorize Contractor to make copies or permit its constituents to make copies as contemplated by or in the attached Scope of Services. City and County shall not be liable for any erroneous information supplied by Contractor or third party that Contractor relies upon and incorporates into an electronic file, or other documents, plans, and specifications.
- (15) **Amendment.** Any modification of this Agreement shall be binding only if evidenced in a written Amendment signed by each party or an authorized representative of each party.
- (16) **Entirety of Agreement/Integration:** This Agreement, including Attachment A (Scope of Services, Schedule and Fee) which is incorporated by reference herein, represents the entire and integrated Agreement between the City, County and Contractor and supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by all parties. In the event of a conflict between any terms in Attachment A and the terms in this main body of the Agreement, the terms in the main body shall govern.
- (17) **Notices:** Any notice required hereunder shall be sufficiently given when sent to the signatories hereunder or to the above-named contact person via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to the party to be in receipt thereof.
- (18) **Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Consultant believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City Department head in charge of the Contractor's work, and/or with the human resources department or the Bloomington-Monroe County Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take

appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct. Any breach of this section is a material breach and will be cause for termination of this Agreement.

- (19) **Compliance with Laws.** In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City and County in a timely manner of the conflict, attempts of resolution, and planned course of action.
- (20) **E-Verify.** Contractor is enrolled in and verifies the work eligibility status of all newly-hired employees through the E-Verify program as evidenced by the affidavit attached hereto, marked as **Attachment B** and by this reference incorporated herein. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City and County.
- (21) **Non-Collusion.** Contractor certifies that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer as evidenced by the affidavit attached hereto, marked as **Attachment C** and by this reference incorporated herein.


PROFESSIONAL SERVICES AGREEMENT

Page 5

IN WITNESS WHEREOF, this Agreement, which is subject to the terms and conditions herein, is accepted as of the date first written above.

Burgess & Niple, Inc.

**City of Bloomington on behalf of the
Bloomington-Monroe Metropolitan Planning
Organization**

Signed: 

Signed: 

Typed: Stephen L. Thieken

Typed: SCOTT ROBINSON

Title: Executive Vice President

Title: Director of Planning & Transportation

Date: Dec 1, 2023

Date: 11/29/2023

County of Monroe, Indiana

Signed: _____

Typed: _____

Title: _____

Date: _____

ATTACHMENT B

AFFIDAVIT REGARDING E-VERIFY

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the Exec. Vice President of Burgess & Niple, Inc. (job title) (company name)

2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington and Monroe County to provide services.

3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United State Code 1324a(h)(3).

4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Stephen Thieken [DIGITALLY SIGNED] 11/16/2023 06:09 PM EST

Signature

Printed name

STATE OF INDIANA)) SS:)) COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared Stephen Thieken and acknowledged the execution of the foregoing this 16th day of November, 2023.

My Commission Expires: 6/10/24

Juanita C. Serrano [DIGITALLY SIGNED] 11/16/2023 06:10 PM EST

Notary Public

County of Residence:

Name Printed



Commission Number

Hillsborough County, Florida

Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX®

ATTACHMENT C

AFFIDAVIT REGARDING NON-COLLUSION

The undersigned, being duly sworn, hereby affirms and says that:

Burgess & Niple, Inc. has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by Stephen L. Thieken, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated this 16th day of November, 2023.

Stephen Thieken [DIGITALLY SIGNED] 11/16/2023 06:09 PM EST
Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared Stephen Thieken
and acknowledged the execution of the foregoing this 16th day of November
, 2023.

My Commission Expires: 6/10/24

Juanita C. Serrano [DIGITALLY SIGNED] 11/16/2023 06:10 PM EST
Notary Public
Juanita C. Serrano

County of Residence: _____

Name Printed

Commission Number



Hillsborough County, Florida

Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNIX®

ATTACHMENT A

LUMP SUM PROPOSAL

For

Bloomington-Monroe County Metropolitan Planning Organization
2050 Metropolitan Transportation Plan

Consulting Firm

of

BURGESS & NIPLE, INC.

Prepared By:

*Erin Grushon, AICP
Telephone (614) 456-8029*

Submitted to:

Bloomington-Monroe County Metropolitan Planning Organization

October 4, 2023

BURGESS & NIPLE

330 Rush Alley, Suite 700 | Columbus, OH 43215 | 614.459.2050

City of Bloomington
Planning and Transportation Department

Re: Proposal
Bloomington-Monroe County MPO
2050 MTP

October 4, 2023

Attention: Mr. Pat Martin
Senior Transportation Planner

Dear Mr. Martin:

We appreciate this opportunity to submit our proposal for B&N to prepare an updated 2050 Metropolitan Transportation Plan for the Bloomington-Monroe County Metropolitan Planning Organization. A detailed description of the proposed scope and fee is provided on the following pages. Please contact me if you have any questions.

Sincerely,



Erin Grushon, AICP
Project Manager



Steve Thieken, PE, PTOE, AICP
Executive Vice President

I. SCOPE OF SERVICES

A. GENERAL

Burgess and Niple, Inc. (B&N) will update the comprehensive multimodal Metropolitan Transportation Plan (MTP) for the Bloomington-Monroe County Metropolitan Planning Organization (BMCMPPO). This plan will cover all of the BMCMPPO study area which includes the City of Bloomington, the Town of Ellettsville and urbanized portions of Monroe County, Indiana. The plan will meet the metropolitan planning requirements identified in the Fixing America's Surface Transportation (FAST) Act and continued by the Bipartisan Infrastructure Law (BIL). The plan will be multimodal in nature, have a 25-plus year horizon (2050), and serve as the basis for coordination with INDOT pertaining to its statewide long-range transportation plan. Work is projected to commence on or before November 1, 2023 and is expected to be complete by December 2024.

B. TASKS

1. Project Management

1.1 Project Management Plan - B&N and subconsultant staff will develop a Project Management Plan (PMP) that summarizes schedule, staffing, client expectations, and resources prior to beginning work. The PMP will also summarize B&N's Quality Assurance/Quality Control (QA/QC) process that will be used to ensure consistent, high-quality processes and deliverables throughout the project.

1.2 Project Kickoff Meeting – B&N will lead a project kickoff meeting with the subconsultant team leads from Foursquare ITP and Toole Design as well as BMCMPPO and INDOT staff to discuss this project, the prior plan and its recommendations, and the study's PMP. As part of this meeting, B&N will prepare a presentation covering the above items and facilitate a discussion with participants. This workshop will be held virtually using Microsoft Teams or similar tool. B&N will prepare a summary of the meeting and distribute it to the participants.

1.3 Monthly Project Team Meeting - B&N will facilitate monthly team progress meetings with BMCMPPO to talk about study progress, strategies, upcoming meetings, budget, schedule, and scope. In addition to B&N and BMCMPPO staff, these meetings will include INDOT and project team subconsultant representatives as necessary. The agendas for these meetings will always include project status and client satisfaction items. However, the agenda will remain flexible so that time can be devoted to critical study issues. These meetings will be held virtually and will be limited to one hour or less.

1.4 Project Coordination – This task assumes a 13-month project duration and includes the following items:

- Communications between B&N members and with BMCMPPO.
- Communication and coordination with subconsultants.
- Monitoring of scope and budget by the project manager and task leads.
- Addressing any unexpected issues which may arise during the study process.
- Project invoicing, sub-consultant payments, and other accounting.
- File set-up, file management, and project documentation.
- Quality assurance

2. Stakeholder and Public Engagement

The primary purpose of the public and stakeholder engagement program is to ensure that all interested parties are informed of the planning process and have an opportunity to participate throughout the development of the MTP. BMCMPPO's Public Participation Plan will serve as a basis for public and stakeholder engagement. Title VI and Environmental Justice requirements will be met. B&N will plan and facilitate the meetings described below with support from Foursquare ITP and Toole Design. B&N will provide a brief status report on stakeholder and public engagement activities at the monthly project progress meetings with BMCMPPO.

2.1 Engagement Strategy – B&N will prepare an Engagement Strategy document detailing planned public and stakeholder engagement activities including scheduling details and identifying responsible parties. This task assumes that B&N will develop the content for the public meeting advertisements and that BMCMPPO will be responsible for distributing the news releases/legal notices to the local media and on the BMCMPPO website. This task also assumes that the consultant team will document advertisement, content, and feedback from each outreach activity.

2.2 BMCMPPO Committee Engagement - B&N will participate in monthly meetings of the BMCMPPO Technical Advisory Committee (TAC), Policy Committee, and Citizens Advisory Committee (CAC) and provide updates to those groups. B&N will participate in these meetings virtually and will provide presentations and updates on the MTP development process as needed and will also be available to answer questions.

2.3 Focus Groups – B&N will facilitate focus group meetings to gain targeted input from key transportation interest groups. These meetings provide opportunities to engage key transportation stakeholders, experts, residents, and advocates and to explore critical transportation topics in the region. This task assumes that BMCMPPO will work with the consultant team to identify participants for the focus group meetings. The focus groups will be planned and facilitated by B&N and conducted via virtual meeting (i.e. Zoom, Microsoft Teams). B&N will prepare summaries of each focus group meeting to be included in an appendix to the MTP document.

2.3.1 Diversity, Equity, and Inclusion (DEI) – B&N will work with BMCMPPO to establish a DEI Focus Group for the MTP made up of citizens, community leaders, and people who work with underserved populations. The purpose of this group will be to help inform both the public engagement process and the project development and evaluation process to ensure that our approach is broad and inclusive and that the resulting MTP recommendations include an equitable distribution of transportation investments across the region. This task includes formation of the DEI focus group and planning and facilitating one meeting with the DEI focus group.

2.3.2 Active Transportation - B&N staff will work with BMCMPPO and Toole Design staff to determine a list of participants for the active transportation focus group, then invite these participants to join us for a web-based meeting (i.e. Zoom, Teams, etc.). In advance of the meeting, participants will be asked to consider what they think are the most substantial needs and opportunities facing the region. The consultant team will facilitate a discussion with a goal of identifying the most important active transportation needs and opportunities in the region. This meeting is expected to run between 90 minutes and 2 hours.

2.3.3 Transit – B&N staff will work with BMCMPPO and Foursquare ITP to determine a list of participants for the transit focus group, and then invite these participants to join us for a web-

based meeting (i.e. Zoom, Teams, etc.). In advance of the meeting, participants will be asked to consider what they think are the most substantial needs and opportunities facing the region. The consultant team will facilitate a discussion with a goal of identifying the most important transit needs and opportunities in the region. This meeting is expected to run between 90 minutes and 2 hours.

2.4 Public Meetings - B&N will coordinate with BMCMPPO to hold public meeting open houses at multiple points in the planning process. This task assumes that there will be three in-person meetings and that B&N will provide at least two staff to attend and help facilitate the in-person public meetings. For each meeting, B&N will develop meeting materials including a PowerPoint presentation, project handout and exhibits, comment forms, and sign-in sheets. B&N will also develop newspaper notices and press releases consistent with BMCMPPO's Public Participation Plan. Public meetings are proposed at the following points in the planning process:

2.4.1 Public Meeting #1 - The first public meeting open house will be held early in the planning process to inform the public that the plan is being developed, provide information about how to get involved in the planning process, and collect input from the public. Input provided at this meeting will influence the identification of transportation system needs in the region and the development of a vision and goals for the 2050 MTP.

2.4.2 Public Meeting #2 – The second public meeting will be held after existing conditions and needs have been established, during the development of recommendations.

2.4.3 Public Meeting #3 – The third public meeting will be held after the completion of the draft 2050 MTP and will correspond with a 30-day public review of the draft 2050 MTP document and the MPO's resolution of support for the MTP.

2.5 Online Survey - B&N will prepare an online survey with an interactive mapping component to collect input from the public on key issues and transportation needs early in the planning process. The survey will be made available on the BMCMPPO website. The online survey will include a map-based component to allow survey respondents to provide location-specific feedback. The survey will remain open for a minimum of 30 days, which will overlap with the timing of the first in-person public meeting.

2.6 Presentation Videos - B&N will also prepare a video version of the PowerPoint presentations developed for each of the Public Meetings with pre-recorded audio. The first video, corresponding to Public Meeting #1, could be posted alongside the online survey to provide the public with additional background information about the MTP development process and context for the survey.

2.7 Social Media Updates - B&N will prepare three to five brief updates to be shared through social media, including the BMCMPPO Facebook page and social media managed by agency partners. These posts will notify individuals about upcoming public involvement activities or new content on the BMCMPPO website related to the MTP.

2.8 Engagement Summary - B&N will prepare a summary of the public and stakeholder engagement process, the findings of various engagement efforts, and the key themes gleaned from these efforts.

2.9 Project Website (If Authorized) – If desired, B&N will develop and maintain a project-specific hub site using Arc GIS Online (AGOL) to provide a platform for sharing information, educating, and engaging the community throughout the planning process. This task assumes that the MTP website will be

developed to be consistent with BMCMPPO's current agency branding and that BMCMPPO will provide all applicable style elements (fonts, color schemes, logos, etc.) to B&N.

3. Existing Conditions

The consultant team will prepare a summary of existing conditions for the BMCMPPO planning area. BMCMPPO will provide the consultant team with copies of existing plans, relevant studies, maps, and available GIS data. Data collection will be limited to publicly available data or data that is provided by BMCMPPO, INDOT, or their partner agencies. The existing conditions analysis will include the following:

- 3.1 Review Previous Plans and Public Input** – B&N will review the BMCMPPO 2045 MTP and its recommendations. As part of this review, BMCMPPO staff will indicate which recommendations have been completed, and provide insight regarding the viability of remaining recommendations. The consultant team will also review other relevant past planning efforts and subsequent updates generated BMCMPPO, the City of Bloomington, Monroe County, and INDOT. B&N will document this review by producing a summary of the plans studies reviewed and by inputting all recommendations that have not yet been implemented into the Inventory of Transportation Deficiencies developed under **Task 4.1**.
- 3.2 Develop Basemap Template** - B&N staff will develop a basemap layout to be used for all exhibits produced for the plan. This step includes setting up annotation, inset maps if needed, legend formatting, and color themes to be used when illustrating data on subsequently produced exhibit products.
- 3.3 Demographic and Community Trends** – Foursquare ITP will collect, review, and summarize available applicable Census and other data to related to population, employment, and income information about the planning area. The socioeconomic data will include specific consideration of EJ/UP populations (including low-income, minority, limited-English proficient, persons with disabilities, and the elderly) as well as general population data including historic, current, and future projected information about total population and employment. Foursquare ITP will prepare a memo providing an overview of the data collected and highlighting notable trends for consideration in the transportation planning process. In addition to describing the background, existing conditions, and notable trends in text, the memo will include supplementary tables, maps, and figures summarizing the data collected.
- 3.4 Transportation System Analysis** – The consultant team will review the existing transportation network including: roads and highways; transit routes and facilities; bicycle and pedestrian ways; railroads, yards, and rail-truck intermodal facilities; and airports; river ports. The transportation network review will also consider traffic capacity and congestion, safety, system security and resiliency. The review will be developed using existing data sources that are readily available or provided by BMCMPPO and/or its partners agencies. With narrative and maps, the consultant team will summarize the various components of the transportation system. B&N will lead this task with support from Foursquare ITP on the transit element and support from Toole Design on the bicycle and pedestrian elements.
- 3.5 Existing Conditions Summary** – Foursquare ITP, with support from B&N and Toole Design, will produce an existing conditions memorandum with maps, charts, and narrative summary descriptions of the demographic and community trends and the existing transportation system in the BMCMPPO planning area.

4. Identify Transportation System Needs

4.1 Needs Analysis and Inventory – B&N will develop a GIS database structure and feature class schema for mapping and documenting transportation needs identified during various analyses. The B&N project team will then populate the database with the transportation system needs identified through stakeholder and public engagement, the review of previous plans, and the transportation system analysis. These needs will be reviewed, analyzed, and confirmed through ongoing coordination between the B&N project team, BMCMPPO staff, and BMCMPPO committees. B&N will create a version of the transportation system needs inventory using ArcGIS Online so that it can be shared with and reviewed by BMCMPPO committee members, without requiring them to have an ArcGIS license.

4.2 Summary of Needs - B&N will prepare a summary of transportation network that provides an inventory and analysis of the modal systems will be documented in the plan. This summary will be prepared in the format of a brief document with referenced attachments (exhibits, studies), as well as a presentation covering the high points.

5. Develop Recommendations

B&N proposes the following process to develop, evaluate, and prioritize the recommended program of projects.

5.1 Identify Projects – B&N will consider the deficiencies identified in **Task 4** and identify concepts and strategies to address them. B&N will list and evaluate ideas and concepts developed by the team, those from the current previous studies, and those suggested by the stakeholders, BMCMPPO committee members, and the public.

5.2 Integrated Level of Service Policy – B&N will work with BMCMPPO and the project team to develop an integrated transportation level of service (LOS) policy that considers and balances the needs of all transportation system users.

5.3 Evaluate and Prioritize Projects - B&N (working with BMCMPPO) will incrementally refine and evaluate the preliminary multimodal concepts (projects and other strategies). In general, initial concepts will be evaluated based on a high-level review of estimated benefits, impacts, and costs. As the analysis progresses, the concepts will be looked at in more detail. A set of final multimodal recommendations will be developed for consideration. To analyze the recommendations, B&N will consider estimates of cumulative benefits, impacts, and costs, as well as an assessment of how each recommendation satisfies the MTP goals, objectives, and performance measures. B&N will develop MTP recommendations from a multimodal perspective. Based on feedback from BMCMPPO, B&N will modify, refine, and finalize the recommendations and develop detailed descriptions of projects and policy enhancements that will be included in the MTP. B&N will work with BMCMPPO throughout the process to consider potential policy enhancements to deal with common issues facing the region. These strategies are intended to be future planning action items for BMCMPPO and participating agencies.

5.4 MTP Recommendations Summary – B&N will develop a memorandum describing the recommendation development and evaluation process that led to the final plan recommendations. The memorandum will include a listing of recommended projects and strategies.

6. Performance-Based Planning

B&N will incorporate performance management throughout the planning process, incorporating federally-required measures for roadway safety, bridge condition, pavement condition, reliability, freight movement, transit assets, and transit safety. If there are any locally-developed performance measures, these can be considered as well. The measures will be incorporated into the MTP vision and goals and project evaluation criteria as appropriate so that the MPO planning process aligns with the federal measures, while maintaining a focus on other goals and measures that are also important to BMCMPPO.

6.1 MTP Checklist – An MTP checklist will be used to make sure the MTP complies with all federal requirements in the planning regulations. This checklist includes all current requirements for MPOs, including the federal performance management rules.

6.2 System Performance Report – B&N will develop a system performance report that will include a description of the federal performance measures and the performance targets adopted by BMCMPPO to support the federal measures. Further, it will discuss the condition and performance of the existing transportation system with respect to the federal performance targets, and progress achieved in meeting the performance targets compared to baseline performance conditions. The system performance report will incorporate the most current performance targets and data available from INDOT for the federal performance measures. The full System Performance Report will be included as an appendix to the BMCMPPO 2050 MTP.

7. Implementation Element

7.1 Financial Plan – B&N will identify estimated revenues out to 2050 using information provided by BMCMPPO, member jurisdictions, transit providers, and INDOT. Estimated revenues may be developed using historic revenues or projected trends. B&N will also prepare detailed cost estimates for the recommended projects. B&N will then develop a financially constrained plan for the MTP out to 2050 based on the projected revenues, estimated costs, and project prioritization process.

7.2 Project Cut Sheets – B&N will prepare a cut sheet with a project location map and a simplified description addressing key issues, potential constraints, costs, potential project partners, and implementation priorities for each individual fiscally constrained project.

8. Plan Development

8.1 Preliminary Draft MTP – B&N will prepare a preliminary draft of the MTP including a cover, title page, table of contents, lists of tables and figures, executive summary, and appendices. The preliminary draft will be shared with BMCMPPO staff to provide an opportunity for their review before circulating the document with a wider audience. The executive summary will provide a brief overview of the planning process and resulting recommendations, including projects and planning strategies, to succinctly communicate the critical elements of the MTP. This task includes the development of a document template for the BMCMPPO 2050 MTP.

8.2 Final Draft MTP - Following the concurrent review of the preliminary draft plan by BMCMPPO, B&N will work with BMCMPPO to address comments provided on the preliminary draft MTP and incorporate

them into the final draft MTP as directed. The final draft MTP will be presented to the Citizens Advisory Committee and Technical Advisory Committee and released for a 30-day public review.

8.3 Final MTP - Following the public review, B&N will work with BMCMPPO to address comments and will prepare a final version of the BMCMPPO 2050 MTP. The final MTP will be presented to the BMCMPPO Policy Committee for adoption. This document will be a PDF from which copies may be printed. B&N will provide the following files as part of its plan delivery via an internet-based file transfer.

- Plan Preparation Files – Final version of plan and supporting appendix documents as PDFs, final version of precursor files for the plan (e.g. Word files, ArcGIS MXD files, JPEG image files), and final versions of GIS data (geodatabases and scripting tools if developed).
- Project Information Files - Final versions of the project cut sheets and ArcGIS files used to create them.
- Plan Document - B&N will provide ten hard copies of the final MTP document to BMCMPPO.

8.4 2050 MTP Presentation – B&N will prepare a PowerPoint presentation of the final plan that summarizes the planning process, public and stakeholder engagement, and resulting recommendations.

BMCMPPO Metropolitan Transportation Plan

Total Billing Rate \$281.95 \$174.24 \$190.08 \$190.08 \$110.88 \$142.56 \$142.56 \$120.38
(Time in Person-Hours)

Description	Principal	Senior Planner	Project Manager	Senior Engineer	Planner	Engineer/Analyst	GIS Specialist	Clerical	B&N Labor Subtotal	Direct	B&N Task Total	Foursquare
1 Project Administration												
1.1 Project Management Plan	0	0	2	0	6	0	0	0	\$1,045.44	\$0.00	\$1,045.44	
1.2 Project Kickoff	0	0	4	0	2	0	0	0	\$982.08	\$0.00	\$982.08	
1.3 Meetings	0	0	18	0	0	0	0	0	\$3,421.44	\$0.00	\$3,421.44	
1.4 Project Coordination	0	0	24	0	0	0	0	12	\$6,006.48	\$0.00	\$6,006.48	
Task 1 Total	0	0	48	0	8	0	0	12	\$11,455.44	\$0.00	\$11,455.44	\$5,185.50
2 Engage Stakeholders and the Public												
2.1 Engagement Strategy	0	0	2	0	6	0	0	0	\$1,045.44	\$0.00	\$1,045.44	
2.2 BMCMPPO Committee Engagement	0	0	36	0	0	0	0	0	\$6,842.88	\$0.00	\$6,842.88	
2.3 Focus Groups	0	0	6	0	18	0	0	0	\$3,136.32	\$0.00	\$3,136.32	
2.4 Public Meetings	0	0	36	0	64	0	0	0	\$13,939.20	\$2,048.25	\$15,987.45	
2.5 Online Survey	0	0	2	0	12	0	4	0	\$2,280.96	\$0.00	\$2,280.96	
2.6 Presentation Videos	0	0	6	0	0	0	0	0	\$1,140.48	\$0.00	\$1,140.48	
2.7 Social Media Updates	0	0	2	0	12	0	0	0	\$1,710.72	\$0.00	\$1,710.72	
2.8 Engagement Summary	0	0	4	0	8	0	0	0	\$1,647.36	\$0.00	\$1,647.36	
Task 2 Total	0	0	94	0	120	0	4	0	\$31,743.36	\$2,048.25	\$33,791.61	\$1,140.96
3 Establish Existing Conditions												
3.1 Review Previous Plans and Public Input	0	0	4	0	10	0	0	0	\$1,869.12	\$0.00	\$1,869.12	
3.2 Develop Basemap Template	0	0	4	0	8	0	0	0	\$1,647.36	\$0.00	\$1,647.36	
3.3 Demographic and Community Trends	0	0	4	0	0	0	4	0	\$1,330.56	\$0.00	\$1,330.56	
3.4 Transportation System Analysis	0	0	4	0	16	0	6	0	\$3,389.76	\$0.00	\$3,389.76	
3.5 Existing Conditions Summary	0	4	2	0	16	0	2	0	\$3,136.32	\$0.00	\$3,136.32	
Task 3 Total	0	4	18	0	50	0	12	0	\$11,373.12	\$0.00	\$11,373.12	\$1,940.88
4 Identify Transportation System Needs												
4.1 Needs Analysis and Inventory	4	6	4	4	24	8	16	0	\$9,776.44	\$0.00	\$9,776.44	
4.2 Summary of Needs	0	4	2	0	16	0	4	0	\$3,421.44	\$0.00	\$3,421.44	
Task 4 Total	4	10	6	4	40	8	20	0	\$13,197.88	\$0.00	\$13,197.88	\$8,072.88
5 Develop Recommendations												
5.1 Identify Projects	2	8	4	0	20	10	8	0	\$7,501.82	\$0.00	\$7,501.82	
5.2 Integrated Level of Service Policy	0	2	2	0	16	0	0	0	\$2,502.72	\$0.00	\$2,502.72	
5.3 Evaluate and Prioritize Projects	4	4	4	0	36	24	8	0	\$11,138.68	\$0.00	\$11,138.68	
Task 5 Total	6	14	10	0	72	34	16	0	\$21,143.22	\$0.00	\$21,143.22	\$13,881.88
6 Performance Based Planning												
6.1 MTP Checklist	0	0	4	0	0	0	0	0	\$760.32	\$0.00	\$760.32	
6.2 System Performance Report	0	0	4	0	12	0	0	0	\$2,090.88	\$0.00	\$2,090.88	
Task 6 Total	0	0	8	0	12	0	0	0	\$2,851.20	\$0.00	\$2,851.20	\$2,649.28
7 Implementation Element												
7.1 Financial Plan	2	0	8	0	16	0	0	0	\$3,858.62	\$0.00	\$3,858.62	
7.2 Project Cut Sheets	0	6	2	0	10	0	18	0	\$5,100.48	\$0.00	\$5,100.48	
Task 7 Total	2	6	10	0	26	0	18	0	\$8,959.10	\$0.00	\$8,959.10	\$0.00
8 Plan Development												
8.1 Preliminary Draft MTP	2	8	2	0	48	0	12	0	\$9,370.94	\$0.00	\$9,370.94	
8.2 Final Draft MTP	0	4	2	0	10	0	8	0	\$3,326.40	\$0.00	\$3,326.40	
8.3 Final MTP	2	0	2	0	6	0	6	0	\$2,464.70	\$0.00	\$2,464.70	
8.4 2050 MTP Presentation	0	0	2	0	8	0	0	0	\$1,267.20	\$0.00	\$1,267.20	
Task 8 Total	4	12	8	0	72	0	26	0	\$16,429.24	\$0.00	\$16,429.24	\$7,161.54
Base Fee Totals	16	46	202	4	400	42	96	12	\$117,152.56	\$2,048.25	\$119,200.81	\$50,032.93
If Authorized Task - 2.9 Project Website	0	4	4	0	6	0	20	0	\$4,973.76	\$0.00	\$4,973.76	\$0.00
Total Base Fee and If Authorized Task	16	50	206	4	406	42	116	12	\$122,126.32	\$2,048.25	\$124,174.57	\$50,032.93

BMCMPO Metropolitan Transportation Plan (MTP)

Introduction

The following scope and fee were prepared in response to a request by Erin Grushon, Project Manager with Burgess & Niple (B&N) to detail Foursquare ITP's role in Bloomington-Monroe County MPO's MTP.

Breakdown of Project Tasks

Task	Foursquare ITP Role
1. Project Management	Support
2. Stakeholder and Public Engagement	Support
3. Existing Conditions Analysis	Lead Demographic and Community Trends, Support Elsewhere
4. Identifying Transportation System Needs	Lead Transit-Related Needs, Support Elsewhere
5. Develop Recommendations	Lead Transit-Related Recommendations and Evaluation, Support Elsewhere
6. Performance-Based Planning	Lead Transit-Related Metrics, Support Elsewhere
8. Plan Development	Lead Transit Element, Support Elsewhere

1. PROJECT MANAGEMENT

Foursquare ITP will attend the project kickoff meeting, recurring project progress meetings, and address other project coordination needs such as invoicing, scheduling, and quality assurance.

2. STAKEHOLDER AND PUBLIC ENGAGEMENT

Foursquare ITP will work closely with B&N to support the production of graphics, social media posts, and other related materials needed for public meetings, policy and advisory committee meetings, focus groups, and summary reporting.

3. EXISTING CONDITIONS ANALYSIS

REVIEW PREVIOUS PLANS AND PUBLIC INPUT Foursquare ITP will contribute findings from other recent studies we have conducted, such as Bloomington Transit Route Optimization, to the review of previous plans and public input portion of this task. Our involvement in this task will ensure the forthcoming MTP builds upon a depth and breadth of existing studies. We will work with B&N and BMCMPPO to capture the most relevant previous work.

DEMOGRAPHIC AND COMMUNITY TRENDS We will also lead the demographic and community trends analysis, evaluating a variety of factors including transportation performance measures (e.g., traffic volumes, transit ridership, travel flows, funding) as well as factors that influence travel demand (e.g., employment and population density, zoning, first/last-mile connectivity, technology, socioeconomic factors). We will leverage existing data sources as much as possible for this analysis and supplement as needed with additional data collected from the U.S. Census Bureau, INDOT, BMCMPPO, the City of Bloomington, big data sources like Replica, and others. This trend analysis, coupled with the existing conditions assessment and resulting needs identified, will provide insight into how various trends will accentuate needs or potentially help address them.

TRANSPORTATION SYSTEM ANALYSIS Foursquare ITP will support B&N in conducting a detailed review of the existing transportation system, specifically the transit element. We will document features such as routes, stations, stops, amenities, and facilities using readily available GTFS data, GIS data, desktop research, and other sources. We will also document operational and environmental characteristics to convey the context in which transit service is provided. We will document service and performance statistics such as access and ridership. We will work closely with B&N and Toole to ensure all transit elements are well integrated with the roadway, active transportation, and intermodal elements.

EXISTING CONDITIONS SUMMARY We will assist B&N with presenting transportation system and demographic trend findings in a concise and user-friendly memorandum with relevant charts, maps, and infographics.

4. IDENTIFYING TRANSPORTATION SYSTEM NEEDS

Foursquare ITP will play a key role in identifying transportation system needs, particularly the transit system needs. In addition to soliciting system needs from stakeholders and the public, we will leverage our contributions to the existing conditions task, distilling and synthesizing key previously identified transit network needs. To inform transit system needs we will analyze transit propensity and travel flows to best understand where supply and demand may be mismatched. We will work closely with the full team to

ensure the transit analysis and transit needs dovetail with the holistic transportation system conditions and needs, including accounting for traffic and safety concerns.

We will support B&N in documenting the analysis and engagement findings in a memorandum. We will also provide spatial data for the ArcGIS online web map to ensure BMCMPPO staff and stakeholders can easily digest and review the full system needs.

5. DEVELOP RECOMMENDATIONS

Foursquare ITP will support the team in the project development and evaluation process, translating the needs identified in Task 4 into actionable recommendations. The proposed recommendations will focus on the transit system and opportunities for seamless integration with the broader transportation system. Each proposed recommendation will tie back to the overarching goals of the BMCMPPO and the MTP, including congestion mitigation, safety, mobility, equity, and quality of life.

We will focus on crafting recommendations that maximize impact and make strategic use of available resources. Factors such as employment density, household density, travel patterns, land use, and socioeconomic data all influence the viability of transit projects. We will work closely with B&N to create and apply a project prioritization framework that reflects the local environment, is consistent with the region's priorities, speaks to federal emphasis areas, and meets state-level expectations.

6. PERFORMANCE-BASED PLANNING

Evaluating the performance of MTP projects on the regional transportation system helps BMCMPPO better understand their impact and the extent to which these investments achieve desired outcomes and provide the best return on our investments. Foursquare ITP will support B&N in ensuring MTP reporting complies with federal requirements, as well as documenting the federal performance measures, adopted targets, and progress made to achieve those targets.

8. PLAN DEVELOPMENT

Foursquare ITP plays an integral role in the MTP planning process and as such, will contribute pithy and powerful summary information for inclusion in the final report and presentation. We will pay close attention to the terminology used, making sure an audience of technical readers and average residents can clearly understand the plan's vision and the blueprint to get there.

		Foursquare ITP Labor Costs				Total Labor Hours
		Boris Palchik <i>PIC</i> \$179.98	Aileen Daney <i>Project Manager</i> \$166.23	Ehab Ebeid <i>Transportation Planner / Data Scientist IV</i> \$110.30	Nicholas Bambino <i>Transportation Planner I</i> \$91.83	
Task	Description					
1	Project Management					
1.1	Project Management	4	22	4	4	
	Task Total	4	22	4	4	
2	Stakeholder and Public Engagement					
2.1	Stakeholder and Public Engagement	0	2	4	4	
	Task Total	0	2	4	4	
3	Existing Conditions Analysis					
3.1	Existing Conditions Analysis	4	14	44	44	
	Task Total	4	14	44	44	
4	Identify System Needs					
4.1	Identify System Needs	2	16	25	25	
	Task Total	2	16	25	25	
5	Develop Recommendations					
5.1	Develop Recommendations	8	24	40	44	
	Task Total	8	24	40	44	
6	Performance-Based Planning					
6.1	Performance-Based Planning	0	4	8	12	
	Task Total	0	4	8	12	
8	Plan Development					
8.1		4	12	22	22	
	Task Total	4	12	22	22	
	Total Hours	22	94	147	155	
	Total Labor Cost	\$3,959.56	\$15,625.62	\$16,214.10	\$14,233.65	
Total Project Costs						

BLOOMINGTON-MONROE COUNTY MPO 2050 METROPOLITAN TRANSPORTATION PLAN SCOPE OF WORK

September 29, 2023

To: Erin Grushon, AICP

Organization: Burgess & Niple, Inc.

From: Drew Parker

Toole Design will support the Burgess & Niple team with the development of the Bloomington-Monroe County Metropolitan Planning Organization (BMCMPPO) 2050 Metropolitan Transportation Plan.

Scope of Services

Task 1. Project Management Approach

Toole Design will participate in up to six (6) 30-minute check-in meetings with Burgess & Niple staff to discuss progress and confirm near-term action items.

Toole Design will participate in up to six (6) 60-minute check-in meetings with BMCMPPO staff.

Toole Design will submit up to thirteen (13) monthly invoices and progress reports.

Task 1 Deliverables

- Up to (6) 30-minute check-in meetings with Burgess & Niple staff
- Up to (6) 60-minute check-in meetings with BMCMPPO staff
- Up to (13) monthly invoices and progress reports

Task 2. Engage Stakeholders and the Public

Toole Design will support Burgess & Niple staff with the development of public engagement materials, including:

- Contributions to focus group questions
- Summary content from pedestrian and bicycle analysis and recommendations to be used for public meetings (print and digital versions)
- Contributions to website content for pedestrian and bicycle elements

Task 2 Deliverables

- Focus group questions
- Summary maps, graphics, charts, and text for public meeting boards and presentations
- Website copy summarizing pedestrian and bicycle elements of the plan throughout the process

Task 3. Establish Existing Conditions

Toole Design will lead the pedestrian and bicycle element of Task 3.3 Transportation System Analysis. It is anticipated this will include the following tasks:

- Compile data needs request
- Organize pedestrian and bicycle data
- Map existing pedestrian and bicycle facilities
- Interpret results and provide write-ups summarizing these findings

Task 3 Deliverables

- Pedestrian and bicycle data needs request list
- Maps and write ups of existing pedestrian and bicycle facilities

Task 3 Assumptions

- Toole Design will not collect a new inventory of sidewalks, crossings, or bicycle facilities. Toole Design will use the best data available and rely on BMCMPPO to collect any additional data if desired.

Task 4. Identify Transportation System Needs

Toole Design will lead the bicycle/pedestrian needs analysis.

Task 4 Deliverables

- Summary list and map of pedestrian and bicycle needs

Task 5. Develop Recommendations

Toole Design will lead the development of bicycle/pedestrian recommendations. Toole Design will also identify evaluation metrics to measure progress on improving pedestrian and bicycle conditions in the region.

Task 5 Deliverables

- Draft and final pedestrian and bicycle infrastructure, policy, and program recommendations
- List of pedestrian and bicycle evaluation metrics

Task 8. Plan Development

Toole Design will provide written content and summary graphics for the pedestrian and bicycle elements to include in the draft and final plan. Toole Design will also comment on the safety analysis, needs, and recommendations sections written for the draft plan by Burgess & Niple. Toole Design will develop a branded final plan template with up to two (2) original graphics.

Task 8 Deliverables

- Draft and final written content and summary graphics for pedestrian and bicycle elements of the plan
- Branded final plan template with up to two (2) original graphics

Fee

The fee estimate for the scope of work outlined above is shown below.

Task	Fee (\$)
Task 1. Project Management Approach	\$2,932
Task 2. Engage Stakeholders and the Public	\$3,732
Task 3. Establish Existing Conditions	\$6,560
Task 4. Identify Transportation System Needs	\$2,432
Task 5. Develop Recommendations	\$4,068
Task 8. Plan Development	\$5,896
Total	\$25,620

Optional Tasks

Task 3.3.1 Transportation System Analysis – Level of Traffic Stress

If desired, Toole Design can develop a Bicycle Level of Traffic Stress (BLTS) analysis and a Pedestrian Crossing Level of Traffic Stress (PxLTS) analysis for the region. These analysis measure the level of comfort of the existing pedestrian and bicycle networks and can help identify gaps or key high-stress links that may be suppressing walking and bicycling trips. The cost for each analysis is \$4,888 for a total of \$9,776 to conduct both analyses.