



MEMORANDUM

TO: Terri Porter; Scott Robinson
FROM: Philippa Guthrie
DATE: October 30, 2019
RE: First Amendment to Agreement with MJ Wells for TDM Plan

Funding Source: 101-13-130000-53170

Total Dollar Amount of Contract: \$9,625

Expiration Date of Contract: 2020

Department Head Initials of Approval:

Due Date For Signature: ASAP

Record Destruction Date (Legal Dept to fill in): 2030

Contract Tracking #: 19-546

PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS ATTORNEY:

Philippa Guthrie

ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE: N/A

Summary of Contract:

This is a first amendment to the original scope of work agreed to with MJ Wells and Associates for a Transportation Demand Management (TDM) plan.

**FIRST AMENDMENT
TO
AGREEMENT BETWEEN
CITY OF BLOOMINGTON PLANNING AND TRANSPORTATION DEPARTMENT
AND
MJ WELLS AND ASSOCIATES
FOR A
TRAVEL DEMAND MANGEMENT PLAN
(Entered in this 29th day of October, 2019)**

WHEREAS, on the 3rd day of June 2019, the City of Bloomington Department of Planning and Transportation (the "Department") entered into an agreement ("Agreement") with MJ Wells and Associates ("Consultant") to develop a Travel Demand Management Plan ("Plan"); and

WHEREAS, the Department wishes to expand the scope of services to add services not originally anticipated; and

WHEREAS, as a result of this modification to the original scope of services the compensation amount will be increased by an amount not-to-exceed, Nine Thousand Six Hundred Twenty Five Dollars (\$9,625.00); and

WHEREAS, the Consultant is in agreement with said modification; and

WHEREAS, pursuant to Article 26 of the Agreement, the Agreement may be modified only by a written amendment signed by both parties.

NOW, THEREFORE, the parties hereto mutually agree as follows:


1. To amend Article 1. Scope of Services to reflect additional services as described in the Consultant's "Proposal," attached to this Addendum as "Exhibit A—Proposal" and hereby incorporated into "Exhibit A 'Scope of Work'" of the Agreement. The Agreement, including its "Exhibit A 'Scope of Work'" is attached to this Addendum as Exhibit B.
2. To amend Article 4. Compensation to incorporate the cost for the additional services added to "Exhibit A 'Scope of Work'". The Department shall pay Consultant for all fees and expenses in an amount up to and not to exceed One Hundred Seven Thousand Five Hundred Seventy Five Dollars (\$107,575).

IN WITNESS WHEREOF, the parties execute this Amendment to the Agreement on the date first set forth.

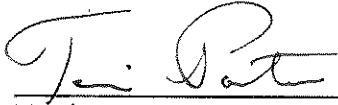
CITY OF BLOOMINGTON


Philippa M. Guthrie, Corporation Counsel


M.J. WELLS & ASSOCIATES, Inc


Michael J. Workosky, President


CITY OF BLOOMINGTON
PLANNING AND TRANSPORTATION



Terri Porter, Director

CITY OF BLOOMINGTON
Legal Department
Reviewed By: 
DATE: <u>11-29-19</u>

CITY OF BLOOMINGTON
Controller

Reviewed by: 

DATE: 11-1-19

FUND/ACCT: 1-1-13-13 acc-53170

WELLS + ASSOCIATES PROPOSAL



Project Name: Bloomington Sustainable Transportation Infrastructure + Services Study Date: 10/11/19
Zoning Number: n/a
Client Name: City of Bloomington, IN
Client Address: 401 N Morton St, Suite 210
Bloomington IN 47404
Client Contact: Mayor John Hamilton
(P) (812) 349-3406
mayor@bloomington.in.gov

1420 Spring Hill Road,
Suite 610,
Tysons, VA 22102
703-917-6620
WellsandAssociates.com

WELLS + ASSOCIATES (W+A) is pleased to submit this proposal to City of Bloomington (Bloomington) to identify opportunities to add and/or enhance sustainable transportation infrastructure and services through the City.

KEY PERSONNEL:

The W+A team has extensive experience in developing and implementing successful sustainable transportation programs, as well as extensive experience in managing, monitoring and evaluating them. We will apply this experience to help Bloomington develop and promote new transportation infrastructure and service solutions to make the City more sustainably and equitably connected. For the following proposal of services, Justin Schor will serve as Project Director, and Matthew Holden will serve as primary data analyst.

SCOPE OF SERVICES:

TASK 1: Data Analysis and Crosstabulation

- Use a combination of ArcGIS, Tableau and PowerPoint to visualize residential and employee commute data captured from the Downtown Bloomington TDM Study.
- Analyze the visualized data and determine cross tabulation opportunities to obtain more robust and meaningful information as it relates to travel patterns to and from Downtown Bloomington.

TASK 2: Solution Identification

- Utilize data cross tabulations and analysis from Task 1 to identify opportunities to reinforce and/or enhance Bloomington's current sustainable transportation infrastructure/service offerings city-wide.
- Summarize city-wide data analysis, cross tabulations and gaps/needs.
- Identify transportation infrastructure/service solutions to close those gaps/fulfill those needs.
- Deliver a PowerPoint slide deck summarizing City-wide data analysis, cross tabulations, gaps/needs and recommendations.

TASK 3: Communications Pieces

- Infographic
 - Develop and deliver an infographic that is consistent with the City of Bloomington's branding/style guidelines and can be used to display and market recommendations from Task 2.
- Slide Deck
 - Develop and deliver a short slide deck that contains information from the Infographic and can be used to present recommendations to public audiences.

WELLS + ASSOCIATES

PROPOSAL

SCHEDULE + FEE:

We propose to begin work immediately upon receipt of a signed contract and will continue through December 31, 2019. This schedule may be modified as mutually agreeable based on overall project schedule requirements. We propose to undertake the work outlined in this proposal for a total lump sum fee of \$10,275. *9,625.00*

Task #	Task Description	Date	Fee
Task 1	Data Analysis and Crosstabulation	11/15/19	\$1,500
Task 2	Solution Identification	12/6/19	\$3,550
Task 3	Communications Pieces	12/20/19	\$4,575
Total			\$9,625.00

If this proposal meets with your approval, please return one signed copy each of this proposal and the Terms of Conditions agreement, which will serve as a contract between M.J. Wells + Associates, Inc. and City of Bloomington. Thank you for requesting this proposal. We look forward to your favorable review and the opportunity to work with you on this important project.

By signing this Proposal, client authorizes the performance of the work outlined herein and approves the fee to be billed monthly according to the schedule and fee. Client further acknowledges that all invoices shall be paid upon receipt. Any amounts that remain unpaid after thirty (30) days will accrue interest at the rate of 1.5% per month, and Wells + Associates reserves the right to cease performing services for client and retain all documentation prepared by Wells + Associates for or on behalf of client.

M.J. Wells + Associates

[Signature]
(Authorized Signature)

Michael J. Workosky, PTP, TOPS, TSOS
President

(Type/Print Name and Title)

10/11/2019

(Date)

[Signature]
(Authorized Signature)

Justin B. Schor, Principal

(Type/Print Name and Title)

10/11/2019

(Date)

Client

[Signature]
(Authorized Signature)

Terris Porter
(Type/Print Name and Title)

10/29/19
(Date)

When fully executed, this Proposal is subject to and incorporated into by amendment the Agreement Between City of Bloomington Planning and Transportation Department and M.J. Wells and Associates for a Transportation Demand Management Plan dated June 3, 2019.