



## CONTRACT COVER MEMORANDUM

**TO:** Office of the Mayor  
**FROM:** Planning & Transportation  
**DATE:** June 9, 2023  
**RE:** Contract with Toole Design Group, LLC for the creation of an Safe Streets and Roads for All (SSFA) Action Plan

<b>Contract Recipient/Vendor Name:</b>	Toole Design Group, LLC
<b>Department Head Initials of Approval:</b>	SR
<b>Responsible Department Staff:</b> <i>(Return signed copy to responsible staff)</i>	Ryan Robling
<b>Responsible Attorney:</b> <i>(Return signed copy to responsible attorney)</i>	Michael Rouker
<b>Record Destruction Date:</b> <i>(Legal to fill in)</i>	
<b>Legal Department Internal Tracking #:</b> <i>(Legal to fill in)</i>	23-327
<b>Due Date For Signature:</b>	ASAP
<b>Expiration Date of Contract:</b>	December 31, 2024
<b>Renewal Date for Contract:</b>	n/a
<b>Total Dollar Amount of Contract:</b>	\$132,500
<b>Funding Source:</b>	101-13-130000-53990
<b>W9/EFT Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes – RR
<b>Affirmative Action Plan Complete (if applicable):</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes – RR
<b>Procurement Summary Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes - RR

### **Summary of Contract:**

This contract includes consulting services for Toole Design Group, LLC to complete a Safe Streets and Roads for All (SSFA) Action Plan.



## Board of Public Works Staff Report

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**Project/Event:** Contract with Toole Design Group, LLC for the creation of an SS4A (Safe Streets and Roads for All) Action Plan

**Petitioner/Representative:** -

**Staff Representative:** Scott Robinson, Director, Planning & Transportation Department  
Ryan Robling, Planning Services Manager, Planning & Transportation Department

**Meeting Date:**

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**Process to select the consultant team:** The City of Bloomington began a Corridor Study of College Avenue and Walnut Street, undertaking a meticulous process to identify the ideal consultant for the project. After careful evaluation and consideration, Toole Design Group, LLC was chosen in 2022 to act as the consultant team on the Study. To streamline the efforts and expedite the City's eligibility for SS4A grant funding in 2024, it was determined that incorporating the creation of an SS4A Action Plan into the existing contract through a contract addendum would be the most efficient approach. This decision hopes to ensure that the City can maximize its chances of securing the future funding opportunities.

**SS4A Action Plan:** Through this contract, Toole Design Group will develop an SS4A Action Plan which will ensure that the City is eligible for SS4A program funding. The Action Plan, which will facilitate the creation of tools and strategies that reinforce a community's approach to roadway safety, ultimately working towards the preservation of lives and the prevention of significant harm, will be amended into the City's Transportation Plan. Funding to meet these goals is provided through the SS4A program.

**Goals of the Study:** The SS4A Action Plan will be developed in accordance with the content requirements outlined in the Federal Highway Administration's (FHWA) SS4A grant funding opportunities. The primary purpose of this plan is to address the City's safety needs within its roadway system and provide fresh guidance on prioritizing project within the city. Recognizing the importance of equity, the City aims to conduct a comprehensive equity analysis to ensure that roadways in historically marginalized or underserved communities serve as safe transportation routes rather than barriers. Bloomington faces challenges where the needs of its transportation system surpass the available resources for design changes, implementation of countermeasures, and related initiatives. By adopting the SS4A Action Plan, the City can gain access to additional SS4A Implementation Grant funds, enabling the construction of improvements to be expedited compared to the usual funding sources.

**Timeline and Scope of Work:** The City has set a timeline for this endeavor, spanning approximately one year from the anticipated notice to proceed in June 2023 to the expected deadline for the 2024 SS4A Implementation Grants in July 2024. The awarded contract to Toole Design Group will require an additional addendum in the 2024 calendar year. Funding was initially appropriated by Council in 2023, but is insufficient to cover the scope of work outlined in the contract. Therefore, an addendum will be necessary to secure the additional funding required to adequately support and complete the project. Based on other contracts in Indiana, the range of contract costs for similar projects has been observed to be approximately \$100,000 to over \$500,000.

# City of Bloomington Contract and Purchase Justification Form

Vendor: Toole Design Group, LLC

Contract Amount: \$132,500

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

**PURCHASE INFORMATION**

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

<input type="checkbox"/> Request for Quote (RFQ)	<input type="checkbox"/> Request for Proposal (RFP)	<input type="checkbox"/> Sole Source	<input checked="" type="checkbox"/> Not Applicable (NA)
<input type="checkbox"/> Invitation to Bid (ITB)	<input type="checkbox"/> Request for Qualifications (RFQu)	<input type="checkbox"/> Emergency Purchase	

2. List the results of procurement process. Give further explanation where requested. Yes    No

# of Submittals:    0	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)	Yes	No
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Toole Design Group was selected for the contract addendum without a formal selection process. Cost was not a determining factor in this decision. Instead, Toole Design Group was chosen based on their expertise, qualifications, and previous work with the City of Bloomington.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

3. State why this vendor was selected to receive the award and contract:

Toole Design Group was specifically chosen for the contract based on their expertise, qualifications, and prior engagement with the City of Bloomington. Their understanding of the project requirements, SS4A Action Plan development, familiarity with the city's transportation goals, and demonstrated ability to deliver high-quality results were key factors in the decision to engage Toole Design Group for this particular endeavor.

\_\_\_\_\_  
Ryan Robling

\_\_\_\_\_  
Planning Services Manager

\_\_\_\_\_  
Planning & Transportation

Print/Type Name

Print/Type Title

Department

## AGREEMENT FOR PROFESSIONAL SERVICES

**THIS AGREEMENT** is entered into by and between the City of Bloomington Planning and Transportation Department by and through the Board of Public Works (“City”), and Toole Design Group, LLC (“Consultant”).

**WHEREAS**, the City wishes to hire a consultant to develop a Safe Streets and Roads for All Action Plan (“SS4A Plan”); and

**WHEREAS**, the City requires the services of a professional consultant to prepare the SS4A Plan and provide it to the City (“Services”) and which are more fully set forth below; and

**WHEREAS**, Consultant has been selected and has the experience and professional expertise and is willing and able to provide such Services to the City; and

**WHEREAS**, it is in the public interest that such Services be undertaken and performed;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. **Effective Date, Term and Termination.** The effective date for this Agreement is the date last entered in the signature blocks below. This Agreement shall commence on the effective date and expire on December 31, 2024, unless the City and Consultant agree in writing to an extension.

In the event of a party’s substantial failure to perform in accordance with the terms of this Agreement, the other party 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 party. Additionally, the City may terminate or suspend performance of this Agreement at the City’s prerogative at any time upon five (5) days written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Contractor for all the Services performed up to the date that written notice is 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.

2. **Compensation.** The City shall pay Consultant for all fees and expenses for all Services herein provided in an amount not to exceed two hundred seventy-one thousand three hundred eighteen dollars (\$271,318). Consultant shall submit an invoice to the City, no more frequently than once per month, based on a time and expense basis. Because funding for this project is likely to be appropriated in multiple fiscal years, the City may ask Consultant to submit invoices or perform work at particular times so as to guarantee that appropriated funds

are available to pay invoices. The invoice shall be sent to: Ryan Robling, City of Bloomington, 401 N. Morton Street, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth herein shall be authorized in writing by the City or its designated project coordinator prior to such work being performed or any expenses incurred by Consultant. The City shall not make payment for any unauthorized work or expenses. No additional work shall be performed until and unless additional funding is approved and an amendment to this Agreement reached by both parties herein.

3. **Scope of Services.** Consultant shall provide required Services for the City which are more fully set forth in the Scope of Services attached hereto, marked as **Exhibit “A”**, and by this reference incorporated herein. Time is of the essence and Consultant shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below.
4. **Standard of Care.** Consultant shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the industry. The City shall be the sole judge of the adequacy of Consultant’s work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance.
5. **Responsibilities of the City.** The City shall provide all necessary information regarding requirements for the Services. The City shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Consultant shall be entitled to rely upon the accuracy and completeness of such information. The City shall designate in the Notice section below who is authorized to act on its behalf with respect to this Agreement.
6. **Appropriation of Funds.** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty as set forth below.
7. **Schedule.** The project shall be completed in accordance with the schedule set forth in Exhibit B, “Project Schedule.”
8. **Identity of Consultant.** Consultant acknowledges that one of the primary reasons for its selection by the City to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Consultant has represented will be responsible therefor. Therefore the City reserves the right to reject any of the Consultant’s personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.
9. **Ownership of Documents and Intellectual Property.** Consultant agrees that any information or documents, including digital GIS information, supplied by the City shall be used by Consultant for this project only, and shall not be reused or reassigned for any

purpose. All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the City as part of the Services shall become the property of the City. Consultant shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the Consultant.

- 10. Reuse of Documents.** All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the City or others on modifications or extensions of this project or on any other project. The City may elect to reuse such documents; however any reuse without prior written verification or adaptation by Consultant for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Consultant. The City shall indemnify and hold harmless the Consultant against all judgments, losses, damages, injuries and expenses arising out of or resulting from such reuse. Any verification or adaptation of documents by the Consultant will entitle the Consultant to additional compensation at rates to be agreed upon by the City and the Consultant.
- 11. Independent Contractor Status.** During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. Consultant shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.
- 12. Indemnification.** Consultant shall indemnify and hold harmless the City of Bloomington, its directors, officers, agents and employees of the City from and against all claims, demands, damages, costs, expenses or other liability, including reasonable attorney's fees and defense costs, to the extent caused by the Consultant's negligent performance of Professional services under this Agreement and that of its Sub-consultants or anyone for whom the Consultant is legally liable.
- 13. Cost Estimates.** All estimates of construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant nor the City has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to the Agreement.
- 14. Insurance.** During the performance of any and all Services under this Agreement, Consultant shall maintain 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. Professional Liability Insurance (“Errors and Omissions Insurance”) with a minimum limit of \$1,000,000 annual aggregate.
- D. Workers’ Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, its agents, officers, board members and employees shall be named as additional insureds under the General Liability and Automobile Liability policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss hereunder. Consultant shall provide at least 30 days notice to City prior to any cancellation/termination of any or all insurance policies.

Consultant shall provide evidence of each insurance policy to the City prior to the commencement of work under the Agreement. Approval of the insurance by the City shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Consultant fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City required proof that the insurance has been procured and is in force and paid for, City shall have the right at City’s election to forthwith terminate the Agreement.

- 15. **Conflict of Interest.** Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.
- 16. **Waiver.** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party’s right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.
- 17. **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the



intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

- 18. Assignment.** Neither the City nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Consultant may assign its rights to payment without the City's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.
- 19. Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.
- 20. Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in Monroe County, Indiana.
- 21. Non-Discrimination.** Consultant 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. Consultant 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 Consultant and/or any of its employees, Consultant 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 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.
- 22. Verification of New Employees' Immigration Status.** Consultant is enrolled in, and verifies the work eligibility status of all newly-hired employees through, the E-Verify program. (This is not required if the E-Verify program no longer exists). Consultant signed an e-verify affidavit, attached hereto, marked as **Exhibit "C"**, and by this reference incorporated herein.

Consultant may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the contractor subsequently learns is an unauthorized alien. If the City obtains information that the Consultant employs or retains an employee who is an unauthorized alien, the City shall notify the Consultant of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Consultant verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Consultant did not knowingly employ an unauthorized alien. If the Consultant fails to remedy the violation within the 30 day period, the City shall terminate the contract unless the City determines that terminating the contract

would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Consultant. If the City terminates the contract, the Consultant is liable to the City for actual damages.

- 23. Non-Collusion.** Consultant certifies that it has not, nor has any other member, representative, or agent of Consultant, entered into any collusion by agreement or otherwise 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. Consultant signed the non-collusion affidavit attached hereto, marked as **Exhibit “D”** and by this reference incorporated herein.
- 24. Compliance with Laws.** In performing the Services under this Agreement, Consultant 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 on the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.
- 25. Notices.** Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

TO CITY:	TO CONTRACTOR:
City of Bloomington Planning and Transportation Department	Toole Design Group, LLC
ATTN: Ryan Robling, Project Manager	Attn: Dean Chamberlain, PE Engineering Group Manager
401 N. Morton Street, Suite 130	212 3 <sup>rd</sup> Avenue, Suite 352
Bloomington, IN 47401	Minneapolis, MN 55401

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and Contractor.

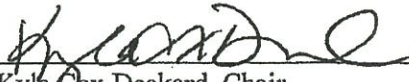
- 26. Intent to be Bound.** The City and the Consultant each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.
- 27. Integration and Modification.** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Consultant. This Agreement supersedes any and all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the

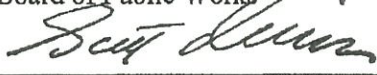
subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

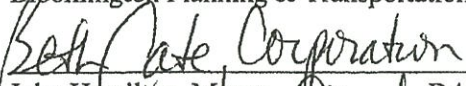
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

**CITY OF BLOOMINGTON**

BY:

  
Kyla Cox Deckard, Chair DATED  
Board of Public Works

 6/23/23  
Scott Robinson, Director DATED  
Bloomington Planning & Transportation

 6/23/23  
John Hamilton, Mayor DATED  
City of Bloomington Council

**TOOLE DESIGN GROUP, LLC**

BY:

  
(Name Signed) DATED

Jennifer Toole 6/27/23  
(Name Printed) DATED

President  
(Title)

EXHIBIT C

STATE OF Maryland )
) SS:
COUNTY OF Montgomery )

E-VERIFY AFFIDAVIT

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

- 1. The undersigned is the President of Toole Design Group, LLC (job title) (company name)
2. The company named herein that employs the undersigned:
i. has contracted with or seeking to contract with the City of Bloomington to provide services; OR
ii. is a subcontractor on a contract to provide services to the City of Bloomington.
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 States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

Signature
Jennifer Toole
Printed Name

STATE OF Maryland )
) SS:
COUNTY OF Montgomery )

Before me, a Notary Public in and for said County and State, personally appeared Jennifer Toole and acknowledged the execution of the foregoing this 27 day of June, 2023.



Maayani Thornton
Notary Public's Signature
Maayani Thornton
Printed Name of Notary Public
My Commission Expires: 11/21/2023
County of Residence: Prince Georges
Commission Number: 251758

**EXHIBIT D**

STATE OF Maryland )  
 ) SS:  
COUNTY OF Montgomery )

**NON-COLLUSION AFFIDAVIT**


The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, 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.

**OATH AND AFFIRMATION**

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 27 day of June, 20 23.

Toole Design Group, LLC

  
\_\_\_\_\_

Signature

President

\_\_\_\_\_

Title

STATE OF Maryland )  
 ) SS:  
COUNTY OF Montgomery )

Before me, a Notary Public in and for said County and State, personally appeared Jennifer Toole and acknowledged the execution of the foregoing this 27 day of June, 20 23.

  
\_\_\_\_\_  
Notary Public's Signature

Maiyani Thornton  
\_\_\_\_\_  
Printed Name of Notary Public

My Commission Expires on: 11/21/2023

Commission Number: 251758



**TOOLE**  
DESIGN

APRIL 7, 2023

**CITY OF BLOOMINGTON**  
**SS4A ACTION PLAN**

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April 7, 2023

Ryan Robling, Planning Services Manager  
City of Bloomington, Indiana  
401 N Morton Street  
Bloomington, IN 47404

**RE: Safe Streets for All Action Plan Proposal**

Dear Mr. Robling,

Toole Design Group is pleased to submit our proposal for the development of a Safe Streets for All (SS4A) Action Plan for the City of Bloomington. We share the vision of reducing traffic deaths and serious injuries, and that belief is at the core of our company's DNA. Creating safer transportation for walkers, bikers, and drivers is more than just what we do; it is the lens through which we see the world around us, and it defines our approach to every project.

We are a national leader in safety planning, having developed Vision Zero and other safety action plans for cities and regions throughout the U.S. and Canada. We also developed a custom safety analysis tool, Safer Streets Priority Finder, that is in use by FHWA and other agencies nationwide. We are well known to City of Bloomington staff having completed the most recent version of the City's Transportation Plan as well as currently working on the College & Walnut Corridor Study. For these reasons, we are excited to partner with you again on enhancing safety for all users of your transportation system.

Our project management team includes Dean Chamberlain, PE as the Project Manager, Drew Parker as the Deputy Project Manager, Ciara Schlichting, AICP as Principal-in-Charge, and Sarah Abel, SEED, RSP1 as Strategic Advisor. Dean is a trusted project manager that has delivered complex transportation planning, design, and construction projects on both the public sector and consultant side of the industry. Drew is well-known to City staff as the project manager for the College & Walnut Corridor Study. Ciara is a 20+ year planning veteran specializing in active transportation planning, design, and implementation who has overseen dozens of similar projects throughout the Midwest region. Sarah brings the necessary national expertise in safety action plans that will be paramount in delivering a foundational plan that best positions the City for success in receiving SS4A Implementation Grant funding. We will ensure this plan meets all requirements for SS4A Action Plans as determined by the most recent version of the Notice of Funding Opportunity for the SS4A grant program and will ensure the plan is completed in time for the 2024 grant application round of SS4A Implementation Grant funding requests.

## Project Understanding

Based on our conversations with the City of Bloomington, Toole Design understands that the City intends to develop a Safe Streets for All (SS4A) Action Plan using their own funds and following the content requirements of FHWA's SS4A Action Plan grant Notice of Funding Opportunity. This plan is being developed because the City

understands that they have safety needs on their roadway system, and City staff believes that they need fresh direction on prioritizing project selection.

The City is particularly interested in a deep equity analysis to ensure that roadways in historically marginalized or underserved communities are serving as safe transportation conduits rather than barriers. Our similar analyses elsewhere in the country generally show that the risk of severe injury or fatality from traffic crashes is higher in lower income areas and communities of color.

As is the case in many other cities around the country, the needs of the transportation system exceed the resources available for design changes, countermeasure implementation, and related efforts. Adopting the SS4A Action Plan will allow the City to access additional SS4A Implementation Grant funds to fund construction of the improvements on a quicker timeline than would otherwise be afforded with the usual funding sources.

The City's timeline for this effort extends approximately one year from receiving a notice to proceed (anticipated in June 2023) to when the 2024 SS4A Implementation Grants are due (anticipated in July 2024). This will provide plenty of time for Toole Design to complete this plan in a high-quality manner and to allow for robust community involvement and coordination with City staff.

## **Project Approach**

The following work plan is proposed in order to complete the project in the desired timeframe and to help Bloomington improve safety outcomes for transportation system users. The Plan will follow the USDOT guidance for Safe Streets and Roads for All (SS4A) Action Plans to position Bloomington for future grant applications through the SS4A program. The task structure generally follows that of the SS4A Action Plan Notice of Funding Opportunity guidance to help the City ensure that the plan being developed is compliant with the SS4A program requirements.

### **Task 1: Project Management**

**Dean Chamberlain, PE** will serve as the Project Manager for this project. Dean has over 13 years of experience and has a well-rounded background in transportation planning, safety analysis, analysis of design alternatives, and civil engineering design. He has managed planning and construction projects of many types and sizes and will ensure that the project stays focused on meeting its desired outcomes.

**Drew Parker** will serve as the Deputy Project Manager for this project. Drew has worked extensively with the City of Bloomington on planning and design projects, currently serving as project manager for the College & Walnut Corridor Study for the City. His background includes management of many mobility and active transportation planning efforts throughout the Midwest and Mountain West.

#### ***Task 1.1: General Project Management, Progress Reports, and Invoicing***

Dean and Drew will ensure that the project will progress toward the outcomes desired by the City on the schedule desired by the City and keeping the project on budget. They will provide monthly progress reports and invoicing for the project as well as coordination between the City and the project team.

#### ***Task 1.2: Project Kick-off Meeting***

Toole Design will facilitate one virtual project kick-off meeting with City of Bloomington staff that will provide direction to ensure the project starts off with good momentum.



### *Task 1.3: Project Management Team (PMT) Meetings*

Toole Design will work alongside the City of Bloomington to identify City staff to serve on the Project Management Team (PMT) for this project. The PMT is expected to meet monthly to provide oversight, direction, and feedback for past, present, and future project activities. Toole Design will provide meeting agendas at least two days prior to the PMT meeting and provide meeting summaries within 3 days of the conclusion of the meeting.

### *Task 1.4: Citizen Advisory Committee (CAC) Meetings*

Toole Design believes that effective engagement of local residents and stakeholders is paramount to the success of any planning effort. We propose to engage a Citizen Advisory Committee (CAC) made up of up to 9 citizens or other local stakeholders to provide feedback on the direction of the project. The CAC will meet up to 4 times during the project. Toole Design will provide meeting agendas at least two days prior to the CAC meeting and provide meeting minutes within 3 days of the conclusion of the meeting.

### *Task 1 Deliverables:*

- Monthly invoicing and progress reports (up to 12 months)
- Project kick-off meeting (virtual) (1 meeting)
- Monthly PMT meetings, agendas, and minutes (up to 12 months)
- CAC meetings, agendas, and minutes (anticipated as up to 3 virtual meetings and 1 in-person meeting)

## **Task 2: Leadership Commitment and Goal Setting**

Toole Design will assist City staff in determining the target date for achieving zero fatalities and serious injuries or target for ambitious reduction of such crashes and obtaining the necessary official public commitment to the eventual goal of zero fatalities and serious injuries. This task will require collaboration between the project team and City staff to ensure that elected officials have ownership of this plan and are engaged throughout the plan's activities. (Council adoption of an ambitious target for crash reduction is also an eligibility requirement for SS4A implementation funding.) To support this goal, Toole Design will develop a PowerPoint presentation and talking points for City staff to use at Council and/or City committee briefings, and will be available to attend one City Council/committee meeting alongside City staff.

### *Task 2 Deliverables:*

- PPT with talking points to outline the goal/target for crash reduction (draft, revised, final)
- Attendance at one City Council/committee meeting (assumed to either be virtual or to occur during the Safety Week workshop described under Task 4)

## **Task 3: Safety Analysis**

**Jacob Nigro** will lead Toole Design's crash data analysis. Jacob is an analyst that is well versed in crash data interpretation and visualization as well as active transportation planning. He has completed crash data analysis for similar types of plans around the county, including Des Moines, IA, Fort Collins, CO, and Minneapolis, MN.

### *Task 3.1: Analysis of Existing Conditions, Historical Trends, and Systemic Safety*

Toole Design has already collected local crash data for years 2018 through 2022, which we will use as our crash dataset for the analysis. We will also work with City of Bloomington staff to identify additional relevant GIS datasets, such as those related to roadway and network characteristics, that may be available for the analysis. Data cleaning/consolidation is anticipated to require up to 20 labor hours. Data consolidation and conflation that exceeds the time budget anticipated herein may require a contract amendment. Receiving data from the client in

a timely fashion (typically within 4 weeks of request) will be critical to staying on schedule. Analysis will begin when the City confirms that all available data has been provided.

Crashes will then be examined by geographic context, roadway attributes, party behaviors, reported contributing factors, and environmental factors to identify the factors that are most associated with crashes and crash severity for each mode of travel. We will develop a list of crash types per mode to help us better understand what systemic risk factors are present with a focus on the most prevalent and injurious crash types. Depending on the availability of victim attributes in the crash data, the team will examine if any portions of the population experience a higher crash burden of traffic safety issues. In nearly all of our traffic safety work, we see patterns of inequity or portions of the population that are disproportionately involved in crashes. Sociodemographic data will be used in addition to the victim attributes in the crash data to better understand which communities are most affected by traffic-related safety issues.

We will present crash analysis findings in a series of graphs and compelling infographics that will help the City of Bloomington and its stakeholders visualize crash trends and patterns for each mode of travel.

### *Task 3.2: Development of High Injury Network*

We will develop a High Injury Network (HIN) for bicycle, pedestrian, and motor vehicle crashes. HINs are useful for simply and effectively communicating the highest priority streets that need investment to reduce deaths and serious injuries. To build the HINs, we rely on a sliding window analysis to determine which corridors have the highest densities of serious and/or fatal crashes on the network. We can conduct this task efficiently by using our custom-built Safer Streets Priority Finder tool, developed in 2021 through a USDOT-led program, which automates the sliding windows analysis. In addition, corridors without recent serious or fatal crash history but with similar characteristics to those that do have recent severe crash history will also be identified as secondary corridors for improvement.

### *Task 3.3: Crash Data Dashboard*

A crash data dashboard is helpful to both disseminate information to the public and inform agency decision-making. To be successful, the dashboard needs to be grounded in accurate data and have a user-friendly interface. Toole Design has developed data dashboards for a wide variety of transportation projects, and we will work closely with City staff to define requirements for the user interface. The dashboard will be designed using ArcGIS or similar software. Here is an example from a recent, similar project: <https://rb.gy/vc89p>

### *Task 3 Deliverables:*

- Consolidated GIS data file(s), delivered at the end of the safety analysis
- Memorandum on data collection/consolidation and crash analysis, including up to ten charts, graphs, or infographics depicting key crash trends (draft, revised draft, final)
- Three HIN GIS maps (pedestrian, bicycle, vehicle) and data files
- Crash Data Dashboard: wireframe, draft, and final

## **Task 4: Engagement and Collaboration**

We realize that effective public engagement is not easy; it requires us to meet people where they are, at the times they are available, and in ways that ensure they feel they are a meaningful part of the conversation. Also, we need to make sure we are asking the right questions to get information from the public that is most useful. **Sara Schooley** will lead our public engagement efforts and will work with City staff to craft a strategy to meaningfully gain trust with the public and information that will be useful in crafting the SS4A Action Plan.

Sara regularly works with clients on safety strategies, Vision Zero Action Plans, Active Transportation Plans, and Safe Routes to School efforts to create creative engagement strategies that empower and energize the public while also generating useful feedback for the client. Sara also recently completed an Equitable Engagement Toolkit for the East Central Wisconsin Regional Planning Commission, which is an innovative guidebook for helping clients think through the purpose of their engagement, how to engage with underserved residents, and how to honestly integrate feedback. This guidebook can be used throughout this project to ensure that engagement is done well and authentically.

The Toole Design Team will meet with City staff early in the project to develop a strategy to guide engagement with the broad community and a variety of key stakeholders. The Engagement Action Plan will consider, plan, and guide all of the engagement tasks and deliverables identified in Task 5 and how they align and relate to the project's technical tasks. The Engagement Action Plan will identify key stakeholders for the project. Stakeholders may include but are not limited to the following:

- City of Bloomington staff and elected officials
- Monroe County
- State of Indiana (DOT, DOH, State Police)
- Indiana University
- Monroe County Community School Corporation and private schools
- Key advocacy groups
- Developers
- Local engineering firms

The final engagement strategies will be detailed in the Engagement Action Plan. Preliminarily, we propose an online interactive map and survey, launched in the first month of the project, where people can indicate specific locations where they experience safety concerns and share thoughts on key issues and opportunities. Then, we also envision a week-long workshop as the backbone of our engagement and decision-making process for this project. The workshop (dubbed "Safety Week") would take place after the analysis and draft High Injury Network was developed. The goal would be to gather community and stakeholder feedback on general safety concerns and on priority corridors, to identify the top priorities for implementation, and to develop sketch-level design concepts for one priority corridor. Toole Design would have 3-4 staff in town for four days of concentrated collaboration, including:

- An in-person CAC meeting to review the HIN and discuss priority corridors for implementation
- In-person presentation/meeting with City Council or other existing city committees to gather feedback on implementation priorities
- "Pop-up" engagement designed to reach people where they already gather. This could take the form of a table serving coffee and bagels outside of a grocery store in a priority community, on the Indiana University campus in the morning as students are walking to class, or on a regional trail during commuting times for bikers.
- Meetings with community organizations directly such as religious communities, civic organizations, and non-City government agency staff.
- One public open house to discuss safety concerns with the community.
- PMT meetings, design workshops, and "pin-ups" that will result in a prioritized list of corridors for implementation and a sketch-level design concept for at least one corridor

#### *Task 4 Deliverables:*

- Engagement Action Plan (further specific deliverables to be determined through the plan, but tentatively include the following

- An online interactive map and survey (draft, revised draft, final)
- A summary of map/survey feedback, presented via maps and charts in a PowerPoint (draft, final)
- A week-long workshop with daytime and evening events, coordinated in cooperation with City staff, that will result in a prioritized list of corridors and a sketch-level design concept for the top priority corridor

### **Task 5: Equity Framework**

Toole Design proposes developing an equity framework early in the SS4A process that will integrate into the entire plan development process. An equity framework identifies specific priority groups and populations, both in terms of engagement and related to crash risk. It explores how equity will be incorporated in each step of the project deliver, as well as how equity will be considered as part of project implementation following this effort. This approach elevates equity as a lens through which the entire process is carried out. **Jaz Warren** will lead the development and implementation of the equity framework, including planning process integration, strategies, and measures.

#### *Task 5 Deliverables:*

- Equity Framework (Draft, Revised, and Final)

### **Task 6: Policy and Process Review**

Led by **Jaz Warren**, Toole Design will review a subset of existing plans, policies, and procedures to identify opportunities to improve how such documents and procedures prioritize safety on the City's transportation system. The plans reviewed will be confirmed by the PMT and may include the following:

- Transportation Plan
- Comprehensive Plan
- Transportation Demand Management Plan
- City Construction Standards
- City Right of Way Management
- City Prioritization for Capital Improvement Program Funding
- City Zoning Code and Practices
- City Boards and Commissions Structure
- Special Assessment Policy

Through the review of these policies and plans (alongside input and analysis completed through prior tasks), Toole Design will develop a list of actions/strategies to be incorporated into the final Action Plan. The actions/strategies may cover topics including plan/policy changes, design guidance, enforcement, education, process, and project development. The draft actions/strategies will be discussed with the PMT and the CAC.

#### *Task 6 Deliverables:*

- List of draft actions and strategies for incorporation into the Action Plan (draft, revised draft)

### **Task 7: Strategy and Project Selections**

Led by **Dean Chamberlain, PE**, Toole Design will identify potential solutions to address safety issues on High Injury Network corridors. Identification of solutions will include a general toolbox of safety measures to consider based on crash and safety contributing factors that could be considered on any High Injury Network corridor. The

toolbox will include general definitions, applicability, and application guidance for up to 20 treatments/countermeasures, identified based on their applicability to Bloomington based on the safety analysis and public input.

Our team will help the City identify a Top 5 list of priority corridors, using factors including equity considerations, ease/cost of implementation, whether additional study is needed to determine a preferred alternative, initial public support, initial support of City engineering and public works staff, and whether funding for improvements is already programmed. We will also identify one High Injury Network corridor that is the best candidate for a near-term grant application and develop preliminary design concept graphics. (If the City decides to proceed with the “Safety Week” workshop described above, this priority and the initial design idea will be confirmed that week.) Design ideas for the priority High Injury Network corridor may range from lower-cost, quick-implementation projects (such as flex-post & striping curb extensions) to higher-cost, longer-implementation projects (such as full reconstructions) to provide a comprehensive list of future projects. Project features will utilize FHWA or Indiana-specific proven safety countermeasures. The priority corridor/project may be a good candidate for future SS4A Implementation Grants or could be programmable into the City’s Capital Improvements Program using existing funding sources. Preliminary design concept graphics may include up to three images (e.g., cross section, plan-view image of a typical segment, perspective image of a typical intersection) that can help secure grant funding. (No survey, traffic analysis, or detailed feasibility/right-of-way analysis is assumed as part of this project.)

**Task 7 Deliverables:**

- General toolbox of safety countermeasures (approximately 20-25 pages, with up to 20 treatments/countermeasures specific to Bloomington’s needs)
- Prioritized list of Top 5 High Injury Network corridors
- Design concept graphics (3) for one priority corridor

**Task 8: Progress and Transparency**

Toole Design staff will assist the City of Bloomington in deciding how to measure and communicate progress over time. This may take the form of either:

- A City webpage that provides periodic updates on safety implementation and performance, or
- An annual report that is presented by City staff to City elected officials helps to inform decision-makers about the trajectory of the program and helps those leaders to allocate appropriate funding to achieve the goals of the project.

Toole Design will also assist the City of Bloomington in identifying the best tool for ongoing progress reporting (consistent with SS4A requirements) and will develop either website copy or a report template. (Our assumption is that web development and hosting would be led by the City).

**Task 8 Deliverables:**

- Assistance determining effective regular reporting methods and implementation and monitoring strategies
- Development of content/copy, up the budget available for this task, for either a performance reporting web page or an annual report

**Task 9: Final Report and Incorporation into Transportation Plan**

Our staff will document the process and outcomes of the SS4A Action Plan activities in a comprehensive final document. This will be a standalone document, but we will also make minor changes to the Transportation Plan to reference the new SS4A Action Plan and ensure there are no incompatibilities between the two documents.

This scope of work anticipated three rounds of revisions to the draft SS4A Action Plan:

- The content draft (delivered in Word), for PMT review
- The layout draft (delivered as a PDF), for City staff and stakeholder review
- The public review draft (delivered as a PDF), for public and council review
- The final plan

Our scope assumes the City will provide Toole Design with one set of consolidated, reconciled, actionable edits following each review period. Feedback received will be discussed during our standing PMT meetings. If more time is needed to reconcile conflicting edits, or if the City prefers for Toole Design to spearhead the comment-reconciliation process, please let us know and we will adjust our scope/budget accordingly.

Updates to the City's Transportation Plan will consist of one draft plan document with changes made, one review by City staff, and one final plan for adoption. Please note that we will not rewrite the entire Transportation Plan, add sections to the plan, or make major edits to the plan unless needed to make it compatible with the newly created SS4A Action Plan.

**Task 9 Deliverables:**

- Safety Action Plan document (Content Draft, Layout Draft, Public Draft, and Final Plan)
- Bulleted list of sections to update in the City's Transportation Plan, for alignment with key takeaways/findings from the Safety Action Plan

**Optional Task 10: Preparation of SS4A Implementation Grant Application**

As an optional task, Toole Design can prepare one SS4A Implementation Grant Application for submittal for the 2024 SS4A Implementation Grant cycle, likely in July 2024, following the 2024 SS4A Grant Notice of Funding Opportunity (NOFO) requirements. Based on the 2023 SS4A NOFO, the grant application will be limited to 12 pages excluding cover pages and a table of contents. Grant application information will include project overview, project location, response to selection criteria (safety impact, equity, effective practices and strategies, and other DOT strategic goals), and project readiness. The project location and extents will be determined through the results of the Action Plan analysis.

**Task 10 Deliverables:**

- SS4A Implementation Grant application (Content Draft, Revised Draft, and Final Grant application)

## Project Schedule

We believe that the following schedule is attainable based on the scope of work contained within this proposal. If significant adjustments are made to the scope before or during the project, this schedule will adjust according to those changes.

	MONTH													
	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24
<b>Task 1: Project Management</b>														
<b>Task 2: Leadership Commitment and Goal Setting</b>														
<b>Task 3: Safety Analysis</b>														
<b>Task 4: Engagement and Collaboration</b>														
<b>Task 5: Equity Considerations</b>		(Implementation Ongoing)												
<b>Task 6: Policy and Process Changes</b>														
<b>Task 7: Strategy and Project Selections</b>														
<b>Task 8: Progress and Transparency</b>														
<b>Task 9: Final Report and Incorporation into Transportation Plan</b>														
<b>OPTIONAL Task 10: Preparation of SS4A Implementation Grant Application</b>														

## Project Budget

The following budget reflects the level of effort contained within the scope of services detained in this proposal. Any modifications to the scope will be reflected in an updated project budget.

	Team Hours	Team Fee
<b>Task 1: Project Management</b>	170	\$ 31,865
<b>Task 2: Leadership Commitment and Goal Setting</b>	32	\$ 5,076
<b>Task 3: Safety Analysis</b>	168	\$ 25,958
<b>Task 4: Engagement and Collaboration</b>	417	\$ 64,235
<b>Task 5: Equity Framework</b>	56	\$ 7,692
<b>Task 6: Policy and Process Review</b>	96	\$ 14,114
<b>Task 7: Strategy and Project Selections</b>	172	\$ 28,864
<b>Task 8: Progress and Transparency</b>	84	\$ 11,484
<b>Task 9: Final Report and Incorporation into Transportation Plan</b>	317	\$ 45,878
<b>OPTIONAL Task 10: Preparation of SS4A Implementation Grant Application</b>	148	\$ 21,752
<b>LABOR TOTAL</b>	<b>1660</b>	<b>\$ 256,918</b>
<b>EXPENSES TOTAL</b>		<b>\$ 14,400</b>
<b>GRAND TOTAL</b>		<b>\$271,318</b>

The SS4A Action Plan is an important effort and one that requires the expedient work, leadership, technical proficiency, national expertise, and local knowledge that the Toole Design team brings. If you have any questions, please contact our Project Manager, Dean Chamberlain, at 612-584-4094 ext. 241 or [dchamberlain@tooledesign.com](mailto:dchamberlain@tooledesign.com).

Sincerely,



**Ciara Schlichting** | Director of Operations, Midwestern US

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