

**CITY OF COSTA MESA  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
WALK 'N ROLLERS, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 7<sup>th</sup> day of November, 2023 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and WALK 'N ROLLERS, a California non-profit corporation. ("Consultant").

**RECITALS**

A. City proposes to utilize the services of Consultant as an independent contractor to provide a bicycle safety education program for twenty schools within the City of Costa Mesa including e-bike safety and training on bicycle safety, riding, and maintenance, as more fully described herein; and

B. Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. City and Consultant desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. No official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Services. Consultant shall provide the professional services described in City's Request for Proposals, attached hereto as Exhibit "A," and Consultant's Proposal, attached hereto as Exhibit "B," both incorporated herein.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement. Consultant's total

compensation shall not exceed \$149,967.00.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City Manager or designee, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

### **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics (excluding COVID-19), material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

#### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of two years, ending on November 6, 2025, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two additional one year periods upon mutual written agreement of both parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

#### **5.0. INSURANCE**

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.

- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the

indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

## 6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Walk 'N Rollers  
8800 Venice Blvd., Suite 301  
Los Angeles, CA 90034  
Tel: (310) 204 - 4346  
Attn: Jim Shanman

IF TO CITY:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: (714) 446- 1400  
Attn: Jennifer Rosales

Courtesy copy to:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "D" and incorporated herein. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents



furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.21. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.22. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.23. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.24. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.25. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.26. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.27. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

6.28. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

**CONSULTANT**

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
[Name and Title]

\_\_\_\_\_  
Social Security or Taxpayer ID Number

**CITY OF COSTA MESA**

\_\_\_\_\_  
Lori Ann Farrell Harrison  
City Manager

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Brenda Green  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kimberly Hall Barlow  
City Attorney

Date: \_\_\_\_\_

**APPROVED AS TO INSURANCE:**

\_\_\_\_\_  
Ruth Wang  
Risk Management

Date: \_\_\_\_\_

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Brett Atencio Thomas  
Project Manager

Date: \_\_\_\_\_

DEPARTMENTAL APPROVAL:

\_\_\_\_\_  
Raja Sethuraman  
Director of Public Works

APPROVED AS TO PURCHASING:

\_\_\_\_\_  
Carol Molina  
Finance Director

Date: \_\_\_\_\_

**EXHIBIT A**  
**REQUEST FOR PROPOSALS**



**REQUEST FOR PROPOSALS**  
**FOR**  
**BICYCLE SAFETY EDUCATION PROGRAM FOR TWENTY SCHOOLS**  
**RFP NO. 23-23**



**PUBLIC WORKS DEPARTMENT**  
**CITY OF COSTA MESA**

**Released on June 15, 2023**

**REQUEST FOR PROPOSAL  
FOR  
FOR BICYCLE SAFETY EDUCATION PROGRAM FOR 20 SCHOOLS**

The City of Costa Mesa (hereinafter referred to as the "City") is requesting Proposals from qualified consultants to develop a Bicycle Safety Education Program for 20 schools within the City of Costa Mesa including e-bike safety and training on bicycle safety, riding, and maintenance for the Public Works Department. The awarded Contractor, (hereinafter referred to as "Contractor") shall be in accordance with the Sample Professional Service Agreement, Appendix B. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Professional Service Agreement and any solicitation appendix/exhibits. The schedule for program development and implementation is anticipated to be one year; however, the term is expected to be for 2 years with 2, one-year renewal options. The City reserves the right to award one or more contracts for this service.

**I. GENERAL INFORMATION**

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of over \$206 million and a total budget of \$163.5 million for fiscal year 2022-2023.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 115,000 and has a land area of 16.8 square miles. It is located in the northern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

The City is a "full service city" providing a wide range of services. These services include: police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home of the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza secures its place as the highest volume regional shopping center in the nation.

The successful Proposer, shall have experience in similar types of services. All Proposers responding to this Request for Proposal (RFP) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the requested services, adequate staffing, reference check, understanding of services, cost and responsiveness to the needs and concerns of the City of Costa Mesa.

- 1. Important Notice:** The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. **Proposers are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP).** Any City response relevant to this RFP other than through or approved by City's Purchasing Department is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued and the information will be posted on PlanetBids. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City's Purchasing Department. It is the responsibility of each Proposer to periodically check PlanetBids website to ensure that it has received and reviewed any and all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

**2. Schedule of Events:** This Request For Proposal shall be governed by the following schedule:

<b>Release of RFP</b>	<b>June 15, 2023</b>
<b>Deadline for Written Questions</b>	<b>June 22, 2023 at 11:00 a.m.</b>
<b>Responses to Questions Posted</b>	<b>June 29, 2023</b>
<b>Proposals are Due</b>	<b>July 6, 2023 at 4:00 p.m.</b>
<b>Interviews (if needed)</b>	<b>August 8, 2023</b>
<b>Approval of Contract</b>	<b>TBD</b>

\*\*All dates are subject to change at the discretion of the City.

**3. Proposer's Minimum Requirements:** Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in Appendix A, Scope of Services, of this RFP are invited to submit a proposal, provided they meet the following requirements. All requirements must be met at the time of the proposal due date. **If these requirements are not met, the proposal may not receive further consideration, as determined in the sole discretion of the City.**

- a) The Proposer shall have five (5) years of current experience in providing bicycle safety training development and services with at least one city of which is similar in size and complexity as that of the City of Costa Mesa. Experience must be reflective of references provided in the proposal.
- b) The Contractor shall maintain a local office in Southern California with a competent representative who can be reached during normal working hours or emergencies who is authorized to make decisions on matters pertaining to this contract with the City. Office facilities that support daily operations must be within ninety (90) miles of the City.
- c) All Proposers must identify the project manager, and the individual authorized to negotiate the contract on behalf of the consulting firm; and provide an organization chart showing all proposed key project team members and a staffing plan identifying responsibilities of personnel on this project and experience on other recent similar projects.

The Contractor shall have at least one key member of the proposed project team to be certified as a League Certified Instructor by the League of American Bicyclists or similar nationally recognized organization.



## II. GENERAL INSTRUCTIONS AND PROVISIONS

1. **Proposal Format Guidelines:** Interested entities or contractors are to provide the City of Costa Mesa with a thorough Proposal using the following guidelines: Proposal should be typed and should contain no more than 10 pages in length, not including cover letter, resumes of key people, and cost proposal. Each Proposal will adhere to the following order and content of sections. Refer to **Scope of Services, Appendix A** of this RFP. Proposal should be straightforward, concise and provide “layman” explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the proposal. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer’s response:

- **Cover Letter:** A cover letter, not to exceed two pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor’s office located nearest to Costa Mesa, California, and the office from which the project will be managed. And include proposed working relationship among the offering agency and subcontractors, if applicable.
- **Project Understanding, Approach & Methodology:** Provide a brief review of the project and any suggestions you might have to expedite the project or special concerns of which the City should be advised. Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Services of this RFP. The section should include:
  1. Describes familiarity of project and demonstrates understanding of work and project objectives moving forward.
  2. Identifies the project’s potential issues and response to them.
- **Qualifications, Organization & Key Staff Experience:** Describe the relative experience, specific qualifications, and technical expertise of the consultant and sub-consultants within the past eight years that are similar in size and scope to demonstrate competence to perform these services. Describe who will manage and work on this project. Identify the Project Manager who will be the key contact with the City. Provide an organization chart showing all proposed project team members (including sub-consultants) and a staffing plan identifying responsibilities of personnel on this project and experience on other recent similar projects. Information should include:
  1. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants to provide bicycle safety education services.
  2. Proposes adequate and appropriate disciplines of project team.
  3. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.
  4. Overall organization of the team is relevant to City of Costa Mesa needs.

5. Team is managed by an individual with appropriate experience in similar project. This person's time is appropriately committed to this project.
  6. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.
  7. Proposer has a system or process for managing cost and budget.
  8. At least one key member of the proposed project team to be certified as a League Certified Instructor by the League of American Bicyclists or similar nationally recognized organization.
- **Scope of Services to be Provided:** Describe the work tasks you plan to carry out to accomplish this project, and how those will be accomplished. Indicate all key deliverables and products.
    1. Proposed scope of services is appropriate for all phases of the work.
    2. Scope address all known project needs and appears achievable in the timeframes set forth in the project schedule.
    3. Deliverables are appropriate to schedule and addresses all items in the scope set forth in the above requirements.
  - **Experience and Record of Success on Similar Projects:** Provide a listing of similar projects that your firm has completed within the last eight years.
    1. Proposer has completed similar types of projects and worked consecutively through the project stages from curriculum development to implementation of safety trainings.
  - **Cost Proposal:** Provide a fee schedule/pricing information for the project as referenced in **Appendix B, Fee Schedule**. Proposals shall be valid for a minimum of 180 days following submission. All Proposers are required to use **Appendix B, Fee Schedule**. The cost proposal shall be submitted in a separate cost file.
  - **Financial Capacity:** The City is concerned about proposers' financial capability to perform, and therefore, may request sufficient data to allow an evaluation of firm's financial capabilities.
  - **Disclosure:** Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. **Any past or current business relationship may not disqualify the firm from consideration.**
  - **Professional Services Agreement:** The firm selected by the City will be required to execute a Professional Services Agreement with the City. A sample of the Agreement is enclosed as **Appendix C**, but may be modified to suit the specific services and needs of the City. If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.

- **Checklist of Forms to Accompany Proposal:** As a convenience to Proposers, following is a list of the forms, **Appendix D** included in this RFP, which should be included with Proposals:
  1. Vendor Application Form
  2. Company Profile & References
  3. Ex Parte Communications Certificate
  4. Disclosure of Government Positions
  5. Disqualifications Questionnaire
  6. Bidder/Applicant/Contractor Campaign Contribution

## 2. Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.
- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.
- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City.
- **Forms to Accompany Proposal:** **Appendix D** forms shall be attached at the end of the Proposal with the exception of the Fee Schedule which shall be submitted in a separate file.
- **Number of Proposals:** Submit one (1) PDF file format copy of your proposal in sufficient detail for thorough evaluation and comparative analysis.
- **Submission of Proposals:** Complete written Proposals must be submitted electronically in PDF file format via the planetbids.com website no later than **4:00 p.m. (P.S.T) on July 6, 2023**. Proposals will not be accepted after this deadline. Proposals received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Proposer to see that the proposal is received in proper time. **NO EXCEPTIONS.**
- **Inquiries:** Questions about this RFP must be posted in the Q & A tab on Planetbids no later than **June 22, 2023 at 11:00 a.m.** The City reserves the right not to answer all questions.

The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s), responses to questions received, and additional information will be posted to PlanetBids. Proposers should check this web page daily for new information.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any Proposal for violation of this

provision. No questions other than posted on Planetbids will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance:** This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any Proposal. All Proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the Proposal, it should be clearly identified.
- **Insurance & W-9 Requirements:** Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:
  - **Insurance** - City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.
  - **W-9** – Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Contractor's legal business name(s).

**3. Evaluation Criteria:** The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the responsive responsible proposer shall be determined based on evaluation of qualitative factors in addition to cost. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub-criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

**2. Project Approach & Methodology ----- 20%**

**3. Qualifications, Organization & Key Staff Experience----- 20%**

**4. Scope of Services to be Provided --- 30%**

**5. Experience and Record of Success on Similar Projects ----20%**

**6. Cost Proposal ---- 10%**

**4. Evaluation of Proposals and Selection Process:** In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating Proposals. An Evaluation Committee, which may include members of the City's staff and possibly one or more outside experts, will screen and review all Proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

- A. Responsiveness Screening:** Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals.
- B. Initial Proposal Review:** The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.
- C. Interviews, Reference Checks, Revised Proposals, Discussions:** Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for **August 8, 2023**. This date is subject to change. The individual(s) from Proposer's organization that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the Proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a Proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The City may accept the Proposal or negotiate the terms and conditions of the agreement with the highest ranked organization. The City may recommend award without Best and Final Offers, so Proposers should include their best Proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

**5. Protests:** Failure to comply with the rules set forth herein may result in rejection of the protest. Any proposals awarded pursuant to the formal procurement procedure set forth in the Proposal procedure may be appealed in accordance with the following procedure:

- The Proposer shall file the written notice of appeal with the purchasing officer at least ten (10) working days prior to proposal award date specified in the notice of recommendation to award.
- The written notice of appeal must include specifics as to the nature of the appeal.
- The Proposer must provide any and all documentation to support the appeal.
- The purchasing officer will respond in writing to the Proposer within five (5) working days.
- In the event the appeal is denied by the purchasing officer, the Proposer may appeal the purchasing officer's ruling to the city council at the next available council meeting.

**6. Accuracy of Proposals:** Proposers shall take all responsibility for any errors or omissions in their Proposals. Any discrepancies in numbers or calculations shall be interpreted to reflect the cost to the City.

If prior to contract award, a Proposer discovers a mistake in their Proposal which renders the Proposal unwilling to perform under any resulting contract, the Proposer must immediately notify the facilitator and request to withdraw the Proposal. It shall be solely within the City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire Proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items.

**7. Responsibility of Proposers:** The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their Proposals. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Proposer in:

- Preparing Proposal in response to this RFP;
- Submitting that Proposal to the City;
- Negotiating with the City any matter related to the Proposal; and,
- Any other expenses incurred by the Proposer prior to the date of the award and execution, if any, of the contract.

**8. Confidentiality:** The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the Proposals following the evaluation process at such time as a recommendation is made to the City Council.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential.

Proposer may not designate its entire Proposal as confidential nor designate its Price Proposal as confidential.

Submission of a Proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees and costs that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

**9. Ex Parte Communications:** Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's Proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications Form, **Appendix D** with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

**10. Conflict of Interest:** The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090 et seq., or Sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

**11. Disclosure of Governmental Position:** In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their Proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached Disclosure of Government Positions Form, **Appendix D**.

**12. Conditions to Agreement:** The selected Proposer will execute a Professional Service Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as **Appendix C** to this RFP, which may be modified by the City.

All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement. **The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist.**

Submittal of a Proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for services unless the Proposer includes with its Proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement.

**13. Disqualification Questionnaire:** Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has **ever** been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A Proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation, **Appendix D**.

**14. Standard Terms and Conditions:** The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s) and additional information will be posted to Planetbids. Proposers should check this web page daily for new information



## APPENDIX A

### SCOPE OF SERVICES

#### **Introduction:**

The Public Works Department of the City of Costa Mesa (City) is requesting proposals to develop a Bicycle Safety Education Program for 20 schools within the City of Costa Mesa including e-bike safety and general bicycle safety training, riding, and maintenance. The scope of services consists of the three following phases:

- **Phase 1:** Develop educational curriculum geared toward a school-aged audience.
- **Phase 2:** Develop training materials including videos for bicycle safety education classes.
- **Phase 3:** Conduct bicycle safety education classes using trained instructors at 20 schools.

#### **Background:**

In 2018, the City of Costa Mesa adopted an Active Transportation Plan (ATP) that outlines the vision, strategies, and actions that will be implemented to improve active transportation and bicycling throughout the City. The City has taken a proactive approach to promote bicycling by constructing several Class I multipurpose trails at various locations in the City over the course of several years. In addition, the City has been making significant gains in implementing both on and off-street bikeways that encourage and provide opportunities for users of all ages and abilities to access their destination by bicycle. These policy and investment initiatives have prompted a sustained increase in bicycling within the community including among the many school aged children accessing the elementary, middle, and high school campuses located throughout the community. The proliferation of e-bicycle technology and ease of ownership has further increased bicycle use throughout the community, particularly among school-aged residents. A map of the city boundaries, bikeways, and schools is provided as **Exhibit 1**.

As bicycling increasingly becomes a key mode of transportation and recreation for much of the City's residents and visitors, safe bicycling habits and skills are essential for bicyclists to avoid crashes, injury, or death. As more residents turn to bicycling as an alternative to the automobile for all or some trips, it is important that safe bicycling habits and skills are taught at an early age.

The Bicycle Safety Education Program will not only teach safe bicycle skills, bicycle maintenance, and rules of the road for the individual student, but also promote bicycling as a healthy activity and valid means of transportation within the City.

#### **Description of Work:**

The project scope of services is intended to develop a comprehensive bicycle safety education program including curriculum development and outreach materials at 20 schools. The Tasks shall be coordinated to effectively develop interrelated program materials and the final product should be comprehensive and easily duplicated for future use in subsequent years. The consultant shall have total responsibility for the accuracy and completeness of all work and services.

The bicycle safety education program shall be presented at the following schools in the City of Costa Mesa and in the City of Newport Beach:

1. Adams Elementary
2. California Elementary
3. College Park Elementary
4. Kaiser Elementary
5. Killybrooke Elementary
6. Mariners Elementary
7. Newport Heights
8. Paularino Elementary
9. Pomona
10. Rea
11. Sonora
12. Victoria
13. Whittier
14. Wilson
15. Woodland
16. Ensign Intermediate School
17. TeWinkle Middle School
18. Costa Mesa Middle/High School
19. Estancia High School
20. Newport Harbor High School

The following description of work defines the general project requirements. Associated tasks and provisions necessary for a complete project, but not specifically defined herein are requested to be addressed in the proposal and undertaken within the proposed "Not to Exceed" contract fee. At a minimum the Consultant's scope of work should include, but should not be limited to, the following activities:

#### **PHASE I – Develop Educational Curriculum Geared Toward a School-aged Audience.**

The consultant shall develop educational curriculum geared to school-aged audiences ranging from elementary to high school level. A variety of information, such as beginner biking basics, rules of the road, bicycle commuting, personal safety, promoting helmet usage, bike maintenance, "how to" instruction for young cyclists to safely and confidently navigate intersections, bicycle handling skills, and biking as a group shall be provided. Classes should include both classroom instruction and road skills sessions. All generic materials should be interchangeable between traditional pedal bike and electric bicycle models, except where the material is specifically pertaining to electric bicycles.

The curriculum developed should include training geared specifically toward electric bicycle users including hazards and conflicts associated with higher-speed riding, maneuvering and stopping considerations, dynamics of driver and pedestrian behavior, electric bicycle classification and relevant laws, and any other pertinent information to ensure that the rider has adequate knowledge and ability to operate and maintain an electric bicycle.

All curriculum developed will be provided to the City in electronic form for its sole use in future bicycle safety training.

## **PHASE II – Develop Training Materials for Bicycle Safety Education Classes.**

The consultant shall develop training materials, such as work booklets, videos, manuals and training aids for skills classes. Every effort should be taken to utilize existing quality materials, such as publications and classroom education tools developed by the League of American Bicyclists, that are available for free or at a nominal cost. Materials and graphics should be contemporary and designed for the target age group.

Similar to the curriculum developed, all training materials should be generic and interchangeable between traditional pedal bike and electric bicycle models, except where the material is specifically pertaining to electric bicycles.

All training material proofs will be provided to the City in electronic form for its sole use in future bicycle safety training.

## **PHASE III – Conduct Bicycle Safety Education Classes Using Trained Instructors at 20 Schools.**

The consultant shall conduct Bicycle Safety Classes using trained instructors at all 20 schools listed above and shown in **Exhibit 1**. The consultant should conduct 3 classes per school over the course of one year. The times, locations, and dates of the classes are to be coordinated with School and District administration for a total of about 60 classes held throughout the City over the course of one year.

At a minimum instructors should have completed a “Traffic Skills” course from the League of American Bicyclists or similar nationally recognized organization. At least one instructor who has an active League Certified Instructor (LCI) status is required to be present at all classes both in and out of class room. Free helmets, bike frame pumps, bicycle lights, locks, patch kits and/or other bicycle-related promotional giveaways may be offered as an incentive to participate in safety classes. The cost of such giveaways shall be included in the proposal cost.

Bicycle Safety Education Classes should be both in and out of the class room and should incorporate components related to safely operating a bicycle, rules of the road, and bicycle maintenance. Components of the classes should be generic and interchangeable between traditional pedal bike and electric bicycle models, except where the class is specifically pertaining to electric bicycles.

The selected consultant will coordinate with Newport Mesa Unified School District personnel as well as with individual school principals on the class times and locations. Training materials should be prepared and distributed to students in advance of the classes. The consultant shall develop promotional materials and fliers for the City’s review and supply the City with electronic copies of all presentations and training materials utilized, and coordinate with City to post on City’s website.

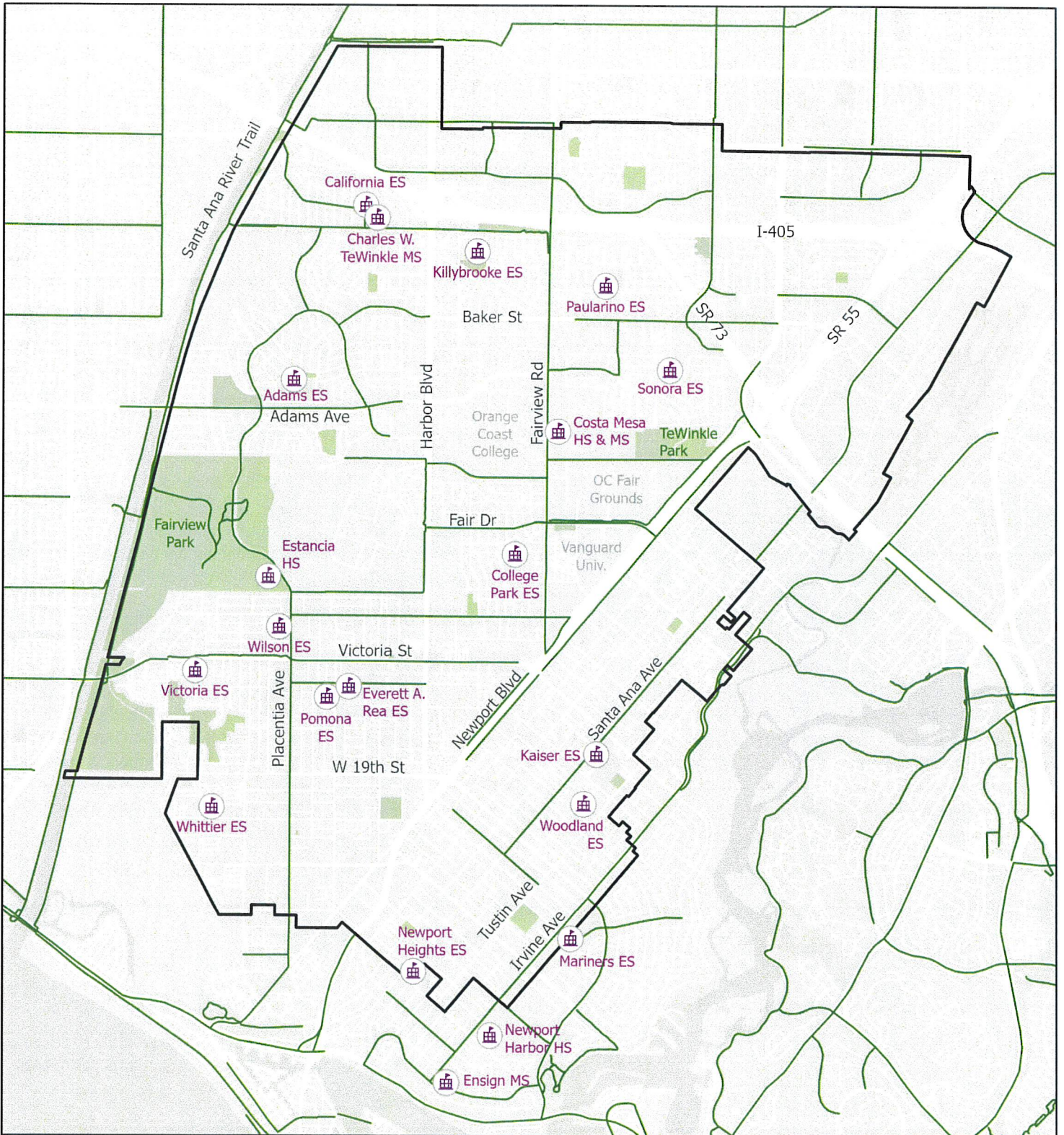
### **Quality Assurance/Quality Control:**

Quality Control shall be consistently and thoroughly applied throughout program development. Assigned QA/QC staff shall be technically well qualified to conduct the appropriate level of

oversight, and demonstrate a concerted and sustained commitment to provide a high quality product. Concise written records shall be maintained by the Consultant on all activities. Firms considering proposal submittals are requested to have an in-house technical level of expertise to professionally address all aspects of the project.




Program development and implementation meetings shall be held once a month. The consultant shall be responsible for preparing meeting agendas, minutes, and presentation materials. A Critical Path Method (CPM) network, based on activities to support all project milestones and subtasks shall be prepared. The information will be in the form of a bar chart and show a deliverables schedule and other relevant data needed for the control of work, for City review of the work status and accomplishments occurring each month. Monthly updates shall be furnished to the City Project Manager.

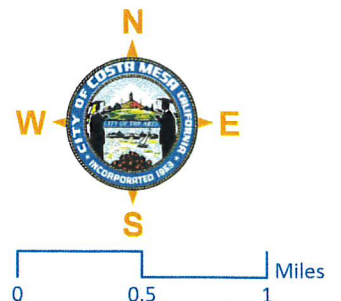
**EXHIBIT 1  
PROJECT VICINITY MAP**



## Bikeways and Schools Reference Map



-  Schools
-  Bikeways
-  City Boundary



Map Created on 06/15/2023 by Costa Mesa Information Technology & Transportation Services  
 Data Source: City of Costa Mesa, Orange County Transportation Authority, Newport Mesa Unified Schools District, Esri  
 Disclaimer: This map is intended for use in an RFP for a bicycle safety education program for the twenty schools

**EXHIBIT B**  
**CONSULTANT'S PROPOSAL**

# WALK'n ROLLERS

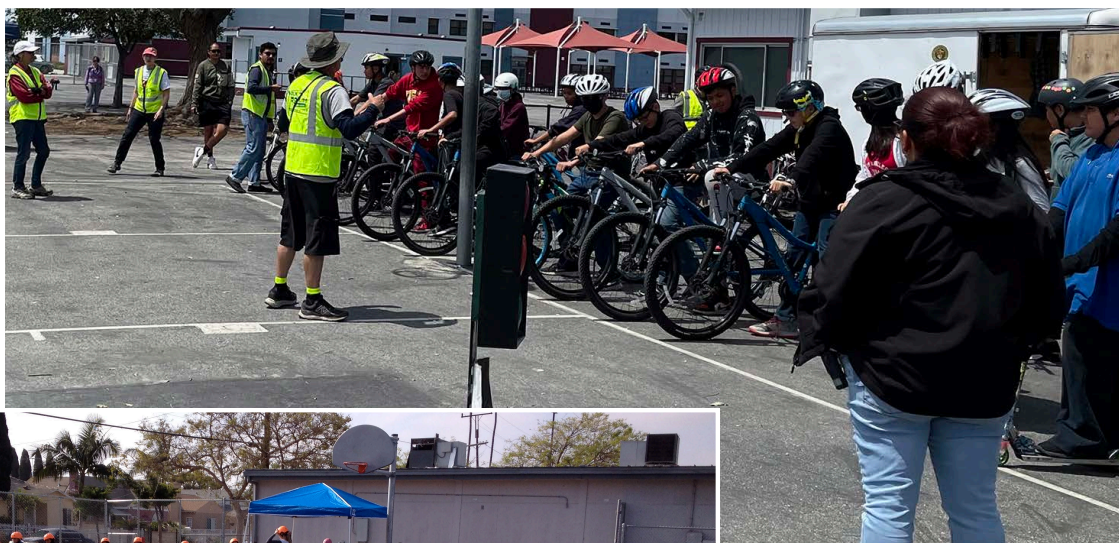
bike · walk · skate · scoot  
to school

City of Costa Mesa

RFP # 23-23 Bicycle Safety Education Program

July 6, 2023

[www.WalkMoreBikeMore.org](http://www.WalkMoreBikeMore.org)







July 6, 2023  
City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626

Re: RFP # 23-23 Bicycle Safety Education Program for 20 Schools

Dear Review Committee:

On behalf of Walk 'n Rollers, I am proud to present this proposal in response to the Request for Proposals by the City of Costa Mesa. A bicycle safety program of this caliber will be transformative for the entire community. Our proposal strives to engage students, families and residents through safe cycling educational programming designed to influence change in transportation habits among the families of the target schools. Our efforts will focus on providing a wide range of education opportunities to Costa Mesa residents of all ages and the knowledge and enthusiasm to ride safely, and encourage others to do so as well.

We have assembled an expert team of professionals that are poised to meet the demands of this project and ensure efficiency, maximum engagement and creativity. Together, we have combined experience in education, encouragement, community outreach, curriculum development and delivery. Each partner brings a unique skill set to the project: Walk 'n Rollers for project leadership, educational programming and student communications, Toole Design for curriculum and materials development.

Our recent experiences in Orange County, and Costa Mesa in particular, will allow us to ramp up the program quickly and efficiently. We have enjoyed a positive relationship with Newport-Mesa School District, including being granted an M.O.U. to present bicycle and pedestrian safety education to district schools during the 2022-23 school year, having worked with five of the twenty schools through the Orange County Safe Transportation Program (OC STEP) and partnering with City Council and Costa Mesa Police Department for a Walk & Roll Festival in May 2023 at Estancia High School that included an e-bike specific course and on street group rides.

Our collaborative approach and experience working with school districts, city staff and other stakeholders establishes a foundation from which to build future programs. This approach ensures we will energetically and effectively work with students at the target schools and provide the best possible learning experience and options for growth. We believe our experience and enthusiasm will exceed your expectations and produce results the residents of Costa Mesa deserve.

The terms of the proposal are negotiable. We are open to adjusting our scope of work. I will negotiate for the team if needed. This proposal is a binding offer for 90 days. Our main office will oversee all programming for this project, located at 8800 Venice Blvd., Suite 301, Los Angeles, CA 90034

We are excited for the opportunity to work with your team in delivering first-class programming to promote and protect the health and safety of the children and residents of the City of Costa Mesa.

Sincerely;

Jim Shanman  
Executive Director

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## PROJECT UNDERSTANDING, APPROACH & METHODOLOGY

### Strategy

As more families discover the benefits of cycling and the City of Costa Mesa works to build out a network of safer infrastructure, providing a comprehensive education program based at each school will be a key component towards success.

Reaching students at an early age is important to create a foundation for enthusiasm towards cycling as a viable transportation option. However, equally important is teaching students and families together how to safely cycle, including e-bike safety and bicycle maintenance, and take advantage of the new infrastructure, will be essential to building awareness and creating a more active, vibrant and mobile community. Utilizing a multi-level education approach ensures that all age groups are reached in the target communities and that cycling is promoted as a healthy alternative and valid means of transportation.

Costa Mesa's youth are in dire need of proper instruction, especially as it pertains to electric bicycles (e-bikes). For example, Children's Hospital Orange County (CHOC) recently published a fact sheet on e-bike safety, listing Costa Mesa as one of the top five cities in Orange County for injuries. All age groups were included in the injuries with the highest concentration being 11-16 year olds.

Fortunately though, the causes listed are mostly avoidable with appropriate education and outreach.

Essential to the success of this program and addressing the most vital safety issues will be providing multiple levels of education to reach all residents regardless of their age and ability and leaving behind a community of both trained instructors and enthusiastic leaders. We will employ a unique combination of local advocates and businesses, trained instructors and curriculum specialists to tailor an education program to address Costa Mesa's goals and priorities of providing safe cycling education to the greatest number of residents.

Further, our strategic combination of creating new, proprietary material, while also sourcing existing approved materials and utilizing established and proven methods for teaching bicycle safety will create an engaging and vibrant educational experience for all participants.

Developing and sustaining relationships with the Newport-Mesa Unified School District will provide strategic opportunities of efficiency. To this end, Walk 'n Rollers' recent M.O.U. with NMUSD (expired June 3, 2023) and track record with several of the target schools including Wilson, Pomona, Rea and Victoria Elementary Schools and Estancia High School, will help ensure a quick and smooth approach to school-based programming.

Our experience has shown that the greatest barrier to success with school-based education programs is coordination with the school district and scheduling with individual schools. To address this, it is

imperative to include district representation every step of the way. We propose adding a task force that meets at least quarterly with representation from the City, Newport-Mesa Unified School District (NMUSD), our team and local advocates to help expedite scheduling.

We recognize the urgency of this program and the City's anticipation of completing the program within one year, and are willing and able to work toward that goal.

**We caution however that developing effective curriculum and efficiently scheduling 40 classes at 20 schools and six community Smart Cycling Classes may take longer than anticipated.** To ensure success of the program, we propose starting with pilot schools in the Spring semester 2024 and expanding the program to the remaining schools in the 2024-25 school year allowing completion of all tasks with one school year. Working with schools we have a history of programming with, such as Wilson and Victoria Elementary Schools and Estancia High School, we can quickly enter into conversations regarding scheduling and programming. This will allow for the structure and materials to be tested, reviewed and revised to ensure maximum success with the majority of schools. It will also for an entire school year for scheduling and delivery, while also allowing time for the other target schools to become familiar with the program and property schedule events in a timely manner.

### Approach and Methodology -

Our approach is based on a tiered, multi-level educational experience to ensure maximum exposure to the greatest number and age-range of participants. Rather than provide only school-based opportunities, we are proposing a series of classes aimed to educate children at school, families in the school communities and adults throughout the City with opportunities to become future instructors and leaders. Not relying solely on school-based activities, will also allow us to expedite scheduling of classes.

For Phase I, we will develop an instructional guide to accompany the League of American Bicyclists (LAB) materials. This guide will provide an overview of how to effectively deliver bicycle safety programming for children, teens and adults. Additionally, it will specifically address age-appropriate material and e-bike safety considerations. The guide will include scripts for instructors to follow and clear guidelines on how to recruit and train a team of volunteers for delivering workshops.

**Phase II will rely heavily on a variety of currently available educational resources, including LAB's Smart Cycling Manual (Instructors) and Quick Guides (students) and AAA materials focused on bicycle safety.** Additionally, we will develop customized PowerPoint presentations for use in Phase III, and other materials such as videos and customized materials to demonstrate safe cycling behavior.

Phase III will focus on offering a diverse range of workshops at different levels. **Each school will host two activities, resulting in a total of 40 classes,** as specified in the Project Scope of Services. The workshops will consist of a Kids Bike Skills Workshop and Family Safe Cycling

Workshop (4 hours). In addition, six (6) Adult Smart Cycling Class (6-8 hours) are included. Additionally, the Smart Cycling Class will incorporate a train-the-trainer component, allowing P.E. teachers and local advocates interested in teaching workshops to partake in lessons designed to lead programming throughout this program and into the future. This class will serve as the prerequisite for LAB's LCI Seminar.

We also recommend adding an LCI Seminar at the conclusion of the program to establish a team of qualified LCIs to facilitate future classes and workshops (additional cost if desired).

### QUALIFICATIONS, ORGANIZATION & KEY STAFF EXPERIENCE:



Walk 'n Rollers is a grass-roots, non-profit organization focused on Safe Routes to School programming. We have provided Safe Routes to School programming, including bicycle safety education, to a diverse range of regions and cities including: Placentia, Santa Ana, Pico Rivera, Oxnard and Culver City. Additionally, our recently completed Orange County STEP Program in conjunction with OCTA included Costa Mesa, Anaheim, Westminster and Santa Ana.

Primarily utilizing League Cycling Instructors (LCI) our instructors are particularly experienced in working with children and adults alike. Our team has created curriculum, taught LAB-based classes, Kids Bike Skills Workshops and rodeos and school-based bike skills activities.

Since 2010, we have overseen and implemented city-wide SRTS programs in Culver City, Pico Rivera and Moreno Valley, orchestrated comprehensive bicycle and pedestrian education programs in Santa Ana and Oxnard and hosted hundreds of pedestrian and bicycle education events including Kids Bike Skills Courses and Workshops, Group Rides, open streets events and walk audits. Along the way we have collaborated with local government and school districts alike as well as organizations such as SCAG, Metro, OCTA, CicLAvia, National Parks Service, YMCA and Bike LA.

Executive Director and Founder Jim Shanman's experience as a parent and Culver City's Safe Routes to School Coordinator, provides Walk 'n Rollers with a SRTS expert and community champion who relates well to children and parents alike. As the SRTS Coordinator, Jim brings an understanding of how to build bridges between City Hall and School Districts and move projects forward in a collaborative process. As a League Cycling Instructor (LCI), Jim's teaching experiences underscores Walk 'n Rollers' commitment to providing quality education experiences in all of Walk 'n Rollers' activities. Walk 'n Rollers' Executive Director, Jim Shanman will serve as Project Leader. Jim is also an LCI who has taught over 100 bicycle safety classes of all levels in numerous cities and school districts.

Our Lead Instructor, Brenda Yancor brings to our team over 10 years of instructional experience as an LCI. She has worked alongside administrators at LA Unified School District to develop bike handling skills curriculum for middle school teachers and students, managed the extension and implementation of government contracts during Covid lockdown, switching from field based education to remote and created unique, interactive curriculum on bike handling skills, safety basics, as well as maintenance and mechanics.

We utilize QuickBooks for all our accounting and job tracking tasks. Through QuickBooks, we are able to accurately track staff and consultants' time, all materials, invoicing and any other job related costs and expenses.

Principal: Jim Shanman, LCI, Time commitment: 10%

Lead Instructor: Brenda Yancor, LCI, Time commitment: 25%

Administrative assistant: Chinnaly Sayarath, Time commitment: 10%



Toole Design has been a leader in the national Safe Routes to School (SRTS) movement for two decades. One of our earliest projects was a SRTS pilot program that pre-dated federal SRTS funding. We went on to prepare guidance for \$612 million in federal SRTS funding and assisted in establishing the National Center for Safe Routes to School. Since then, we have served hundreds of schools throughout the United States, working with state and local transportation departments, school boards and districts, parents, administrators, families, and students. We have outstanding experience in planning and engineering, program development and management, policy and curriculum development, and program evaluation.

#### *Best Practice Research and Curriculum Development*

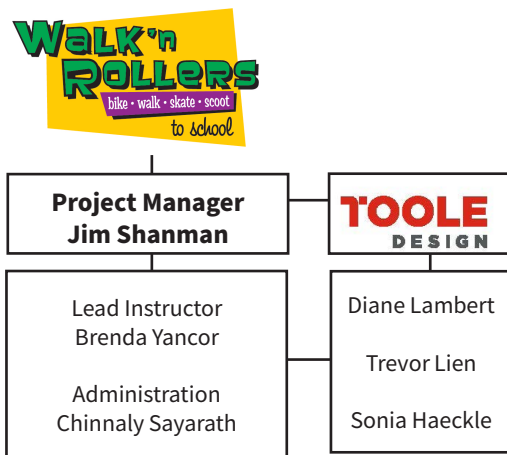
Toole Design has supported the development of child pedestrian and bicycle safety curricula, both at the national and state level. Our work includes the National Highway Traffic Safety Administration (NHTSA) Child Pedestrian Safety Curricula, Federal Highway Administration (FHWA) Pedestrian Safer Journey and Bicycle Safer Journey, Seattle School Road Safety Action Plan, and Maryland Pedestrian and Bicycle Safety Education Curriculum. As a component of each of those projects, Toole Design conducted best practice research to identify new or more effective approaches to child safety education. We will incorporate lessons learned from past research and analysis, and we have the experience to efficiently identify and assess any new materials that are necessary.

Curriculum Development: Diane Lambert, Time commitment: 10%

Instruction Lead: Trevor Lien, LCI, Time commitment, 10%

Curriculum Support: Sonia Haeckel, Time commitment, 10%

## Organizational Chart



## SCOPE OF SERVICES

Our proposal is based on providing a variety of educational opportunities to the widest possible audience, allowing for adaptability and flexibility to be as accommodating to school schedules and community engagement opportunities as possible. Our multi-tiered education approach will help reach the maximum amount for students while also connecting with stakeholders throughout the target schools' communities.

### PHASE I

#### Develop Educational Curriculum Geared Toward a School-aged Audience

Establishing a baseline curriculum to support this education program will be crucial to the program's success and instrumental in establishing a toolkit to support long term sustainability.

As recognized by the City, multiple quality resources exist that could serve as the base for this new curriculum; there is no need to reinvent the wheel. Using information from our team's local and national experience as well as existing LAB materials, we will create a versatile curriculum appropriate for school-aged audiences from elementary to high school level.

Toole Design will work with the City and Newport Mesa Unified School District staff to determine the best structure and approach for the curriculum and submit draft and final curriculum deliverables, including a coordination guide, instructor guide, and teaching tips, detailed lesson plans, and skills training course diagrams, and resource and materials lists.

Our goal is to create effective yet practical safety training materials that support the development of key age-appropriate safety skills in children while accommodating the realities of the school day. To this end, we will work closely with the City and Newport Mesa Unified School District staff specifically to discuss influential factors, such as

anticipated time commitment for schools, to design a curriculum and approach that is custom designed for the schools.

All curriculum will cover a wide variety of materials from beginner to advanced and include rules of the road, bicycle commuting, personal safety, helmet fitting and usage, basic bike maintenance and essential bike handling and road riding skills, e-bike safety and other elements as appropriate and include both classroom and road skills models where applicable. Instructors will also have access to pre-developed scripts to facilitate their teaching, alongside guidelines on how to recruit and prepare a team of volunteers for conducting workshops.

#### Deliverables:

- *Instructional Guide*
- *Adaptable curriculum for Elementary, Middle and High School Courses*
- *PowerPoint presentations to use in Family Safe Cycling Workshops and Adult Smart Cycling Classes*
- *Instructional Guide*
- *Adaptable curriculum for Elementary, Middle and High School Courses*
- *PowerPoint presentations to use in Family Safe Cycling Workshops and Adult Smart Cycling Classes*

### PHASE II

#### Develop Training Materials for Bicycle Safety Education Classes

Phase II will lean heavily on currently available materials, including LAB's Smart Cycling Manual (Instructors) and Quick Guides (students), AAA materials on bicycle safety. Other material will include customized PowerPoint presentations for use in Phase III and (optional) localized videos demonstrating appropriate safe cycling behavior.

In order to maximize budget and efficiency, we will utilize a combination of materials that include designing proprietary materials, customizing/branding readily available materials, and acquiring pre-made, off the shelf materials. Creating an extensive toolkit of materials will serve as a cornerstone to the program's success and provide the necessary information for the City to continue to offer educational opportunities.

Our team has years of experience creating original material for Safe routes to School programs. From designing promotional materials to creating classroom-appropriate educational videos and utilizing social media platforms to expand messages. Our approach is to be as cost effective as possible, creating original material to have the most impact when appropriate and utilizing off the shelf items for bulk items where custom printing for students at 20 schools is not feasible or efficient.

There is a plethora of materials currently available from a variety of sources that would support our approach. LAB for example, is

an excellent source for classroom materials for both instructors and students to support the higher level classes. The Auto Club of Southern California (AAA) maintains a substantial library of free safety education materials that covers helmet safety, general bicycle safety and e-bike safety and is an excellent source for large quantities of entry-level materials. ~~ImSafe.com boasts an extensive library of bicycle safety material in multiple languages and customizable materials,~~ providing activity books and classroom appropriate materials that can be branded for the program.

A schedule of items outlining which will be created and which will be procured will be presented to the project team for review, input and approval. It is imperative that any original materials be created with quality and sustainability in mind. Any such items will likewise be submitted for review and approval to ensure they meet the City's goals and accurately reflect their ideals.

#### *Deliverables:*

- Educational Materials for approximately 7,400 elementary students
- Educational Materials for approximately 2,500 middle school students
- Educational Materials for approximately 4,000 high school students
- Student materials for 20 Family Safe Cycling Workshops
- Student materials for 6 Adult Smart Cycling Workshops
- 7,600 reflective armbands
- 312 Helmets
- 312 Bike Lights
- 240 LAB Quick Guides
- 72 LAB Smart Cycling Manuals
- 11,000 Activity Books (elementary + middle school)

### **PHASE III**

#### **Conduct Bicycle Safety Education Classes Using Trained Instructors at 20 Schools.**

Phase III will provide multiple levels of workshops and classes as described above in Phase I. Each school will host three activities for a total of 60 classes: One (1) Kids Bike Skills Course or Workshop; one (1) Family Safe Cycling Workshop (4 hours) and one (1) Adult Smart Cycling Class (6 hours). The Smart Cycling Class will also include a train-the-trainer component for local advocates interested in teaching workshops and will serve as the prerequisite for LAB's LCI Seminar.

Effective coordination and collaboration with Newport-Mesa School District to set schedules, distribute materials and ensure a smooth process will be an important element in delivery of this task. Walk 'n Rollers has a positive and ongoing relationship with both the District and several of the target schools. We do not anticipate large delays in being able to connect with and begin scheduling programming.

Approved materials will be delivered to schools for advance distribution prior to workshops, including promotional materials. This will help ensure that all students receive educational materials regardless of availability to participate in any programming. All materials will

be available for the City to promote and distribute to the best of their ability, including online and through social media.

In each class, students will receive educational materials and safety equipment as incentive to participate:

- Kids Bike Skills Workshops: Reflective armbands, educational Activity books and safety brochures
- Teen Bike Skills Workshops: Reflective armbands, educational activity books and safety brochures
- Family Safe Cycling Workshops; Reflective armbands, Helmet, bike lights, LAB Quick Guide
- Adult Smart Cycling Class: Reflective armbands, Helmet, bike lights, LAB Smart Cycling Manual

We are also recommending adding an LCI Seminar to be delivered at the culmination of the program with the goal of leaving behind a stable of LCIs to teach future classes and workshops. Students will receive a reflective armband, helmet, bike lights, LAB Smart Cycling Manual.

Classes will be structured as follows;

#### *Option 1: After School Bike Skills Workshops*

Students will be invited to participate in an after school program that will cover helmet fitting, essential bike safety rules, and a skills course to put those lessons into practice. Older students will learn the ABC Quick Check and participate in specialized activities - like our ABC Quick Check Relay - to reinforce lessons learned. Inviting children to bring their bikes to school and utilizing our fleet of bicycles, scooters and demo helmets, we can reach over 100 students in an afternoon.

#### *Option 2: Walk + Roll Days During PE*

Presenting Walk +Roll Days during PE will ensure every student is reached at this level. Our Walk + Roll Days will cover essentials of bicycle safety, including helmet fitting, ABC Quick Check and essential rules of the road, including pedestrian safety.

This option however requires access to a fleet of 50 bicycles of multiple sizes to ensure all students are able to participate. This will require an additional investment from the City in acquiring a fleet of bicycles, scooters and safety equipment and means to transport (i.e. trailer) to each school as needed.

#### *Middle and High Schools*

To ensure the maximum of students participate, we recommend safety instruction during PE. Over the period of two days per school, students with bicycles or scooters will be invited to participate in a special Bike Skills Day that will cover essentials of bicycle safety, including helmet fitting, ABC Quick Check and essential rules of the road, hazard avoidance and e-bike safety instruction.

As an alternative, this class could be offered after school or as a week-end event.

To ensure the inclusion of all students, however, will require an additional investment from the City to acquire a fleet of bicycles, scooters and safety equipment and means to transport (i.e. trailer) to each school as needed.

#### *Family Safe Cycling Workshops*

Our Family Safe Cycling Workshops are fun, engaging and entertaining. Designed for families at each target school to learn safe cycling together, this class is intended to build a cycling culture at each school. Coupled with the Kids Bike Skills Workshops, students will have multiple opportunities to learn to safely ride with confidence and understand the value of cycling as a healthy alternative.

By using various modules, multi-modal learning techniques and interactive games - such as Ride Prep Jeopardy - students learn safe cycling essentials. The class includes creative classroom time, on bike skills drills and a short group ride in the surrounding community (when applicable) to put into practice lessons learned. Together, participants learn bicycle safety essentials including bike selection and fitting, Helmet Fitting, ABC Quick Check, Rules of the Road, Scanning/Signaling techniques, Sidewalk Safety, Riding with children and E-Bike essentials and basic bicycle maintenance. All classes are led by an LCI and can be taught after school or on weekends depending on what works best for each school community.

#### *Adult Smart Cycling Classes*

The Adult Smart Cycling Class is a comprehensive bicycle safety course. Using existing LAB curriculum, this class teaches students everything they need to know to be better, safer, smarter cyclists and serves as the prerequisite to the LAB LCI Seminar for those wishing to further their education and/or teach future classes.

Designed for adults at each target school, the Adult Smart Cycling Class can also be opened to the general public. This eight-hour course includes classroom time, on bike skills drills including emergency maneuvers, and a road ride to put into practice lessons learned. Participants learn bicycle safety lessons from bike selection and fitting, Helmet Fitting, and ABC Quick Check, to Rules of the Road, Scanning/Signaling, gear shifting, emergency maneuvers (avoidance weave, rock dodge, quick stop and quick turn), E-Bike essentials and basic bicycle maintenance.

Further, to develop future community leaders, a train-the-trainer module will be included to encourage PE teachers and community stakeholders to host and teach future classes going forward.

All classes are led by an LCI and can be taught in a variety of ways: One, eight hour day; two, four hour days, hybrid version of online and in-person. This course can also be offered in Spanish.

#### *LCI Seminar - Optional*

To improve sustainability and create next generation advocates, we are recommending adding an LCI Seminar to this program to be conducted in the final months of the grant period. An LCI (League Cycling Instructor) Seminar is hosted by the League of American Bicyclists and led by our staff, to build on what the students have already learned to teach them HOW to teach bike safety instruction. This three-day seminar fully prepares the students to actively teach in the community. Successful graduates of the seminar are then certified as LCIs by the LAB. The Seminar will provide Costa Mesa with new safety education leaders to continue the progress of this program.

#### *Deliverables:*

- 15 Kids Bike Skills Workshops at Elementary Schools
- 5 Teen Bike Skills Workshops at Middle and High Schools
- 20 Family Safe Cycling Workshops
- 6 Adult Smart Cycling Classes w/ Train-the-Trainer components
- 1 LCI Seminar (optional)



## EXPERIENCE AND RECORD OF SUCCESS ON SIMILAR PROJECTS

### Project Lists



*Culver City Comprehensive SRTS program, 2014 - present:* 7 schools including development of curriculum and training of PE teachers in pedestrian safety, LAB-based bicycle safety classes, group rides, numerous community-based bike safety events, community-based safety campaigns, regular, ongoing promotion and outreach efforts to maximize participation and awareness. *Contact, Gabe Garcia, Senior Transportation Planner, 310-253-5633, gabriel.garcia@culvercity.org*

*Oxnard SRTS Program, 2022-present:* Education and encouragement activities with up to 20 schools (Phase I + Phase II). To date, activities have included conducting 2 days of middle school bicycle safety education and pedestrian safety assemblies and classroom presentations at four elementary schools. *Debbie O'Leary, 805-200-5283, debbie.oleary@oxnard.org*

*OC Safe Transportation Education Program (STEP), 2020-2023:* On a team with education and encouragement facilitation for up to 25 schools, including coordinating safety curriculum for training videos to meet CA education standards, as well as a pilot e-bike training course. All eight schools we were tasked with conducted walk to school days, pedestrian safety assemblies and school-based Kids Bike Skills Workshops. *Contact: Kristin Haukom, Planning Associate, Alta Planning + Design, 619-987-7977; kristinhaukom@altaplanning.com*

*Orange County Pedestrian and Bicycle Safety Program, 2019:* Pedestrian and Bicycle Safety Education and Outreach in multiple cities throughout the county, including leading a series of Smart Cycling Classes and LCI Seminar. 500 helmets and sets of bike lights were distributed, 2,000 pedestrian reflectors and safety information were distributed to transit users, eight Safe Cycling Classes and one LCI Seminar were conducted during the six-month program period throughout the County. *Contact: Paul Martin, 949-697-7840; pmartin@markthomas.com*

*Moreno Valley SRTS Program, 2019-2020:* Comprehensive SRTS program, 11 schools. This comprehensive SRTS program connected with 11 schools revolving around recent safe routes infrastructure implementation. Separate engagement programming was developed for the elementary, middle and high schools to educate families on the values of active transportation and provide encouragement activities to increase the numbers of kids walking or biking to school and improve safety. The program included walk to school encouragement activities, community bike skills activities and a high school developed PSA. COVID restric-

tions forced the program to pivot to online and contact-free activities. *Contact: Quang Ngyuen, quangn@moval.org*

*Santa Ana Bicycle Education, 2018:* Delivered a series of safety classes and retraining courses for area LCIs. *Contact: Cory Wilkerson, Principal Traffic Engineer, City of Anaheim, 661-313-8062, CWilkerson@Anaheim.net*

*Lennox Bicycle and Pedestrian Safety Education: 2017-2020,* extensive bicycle and pedestrian safety education programming on campus during PE at five elementary schools.

*Pico Rivera SRTS Program, 2014 - 2015:* Comprehensive SRTS program at 11 schools over two years. Included was extensive school outreach, bicycle and pedestrian safety education and guidance in hosting Walk to School Days.



*Alameda County Transportation Commission Safe Routes to School Program, Alameda County, CA:* Toole Design's role on the Alameda SRTS includes overall program management and implementation for schools and is responsible for the oversight of a team of non-profit site coordinators who provide programmatic support to schools to implement ongoing Walk and Roll to School days, large events, training and classes, and other activities. The Toole Design and site coordinator team is also responsible for the recruitment of new schools and school champions, who implement the program at schools and track performance measures. We also lead efforts to develop communication and outreach materials and newsletters; assess current school-level and district-level policies; develop curriculum to better integrate the SRTS program at schools; and conduct ongoing events at individual schools and across Alameda County.

*Safe Routes to School Curriculum Toolkit & Content Development and Program Analysis and Evaluation, Philadelphia, PA:* Toole Design aligned the City's Safe Routes to School program, Safe Routes Philly, with its Vision Zero program and revamped Philadelphia's child safety education program to include age-appropriate educational resources and safety messages for elementary and high school students. As part of this effort Toole Design developed bicycle and pedestrian safety lesson plans and teaching materials for students in grades K-1, 2-3, and 4-5, parent/caregiver tip sheets to reinforce core pedestrian safety lessons and encourage practice at home, a Safe Routes Philly Activity Book, which is designed for children ages 8-11 and aimed at reinforcing an understanding of critical safety lessons for independent walking and bicycling, a Do-It-Yourself Traffic Garden Guide for pop-up and temporary installations, high school transportation lessons that introduce more complex thinking on historical transportation practice and how community transportation systems are designed and Safe Routes to School Video Storyboards to guide the future development of short videos to relay safety messages and encourage walking and bicycling.



*Orange County Safe Routes to School Action Plan | Orange County, CA*, Toole Design led the development of Orange County's first-ever Safe Routes to School Action Plan that involved coordinating a county-wide stakeholder and community engagement process, working directly with Orange County school districts and schools, developing a multi-pronged communications campaign for the Action Plan project, including developing a website, overseeing social media, and publishing newsletters and project updates, led 10 walk audits at the top prioritized schools and piloted a Safe Routes to School toolkit deployment. We also led the development and facilitation of a county-wide Stakeholder Advisory Committee, managing over 50 committee members through a participatory strategic planning process.

*Anne Arundel Safe Routes to School Safety Training | Anne Arundel County, MD*, Toole Design is working with Anne Arundel County to develop infrastructure recommendations at 17 elementary schools and pilot a safety training program at 10 of them. To develop lesson plans for the bicycle and pedestrian safety training program, Toole Design staff is working closely with a small committee comprised of county staff, school district physical education teachers, and bicycle advocates. This has allowed us to tailor a program and lesson structure that would fit within the school's elementary school education and logistical needs, while also being realistic to implement: Pedal Power Kids, a small non-profit organization, will be piloting the safety training program at Anne Arundel County Public Schools in September and October of 2023.

The pedestrian safety lessons are designed for very young children in kindergarten through second grade, and rely on reading and an accompanying felt board activity, followed by a walk outside to practice safety skills. The bicycle safety lessons were conducted entirely within the school gymnasium and will cover helmet safety, stopping and starting, entering the road, and looking over the shoulder. The lesson structure can be adapted and implemented for all 90+ schools in the school district over the course of a 3-year rotating schedule.

## **QUALITY ASSURANCE/QUALITY CONTROL:**

Walk 'n Rollers and Toole Design have distinguished track records of working on highly complex and successful projects that satisfy project goals, timelines and established budgets. Key to this success is clear and consistent communications amongst all partners and team members. Regular meetings, well documented with follow up notes and task lists help all stakeholders stay abreast of project activities with an aim to avert problems before they arise. Our proposed Task Force, in addition to monthly team meetings, will allow for opportunities for input every step of the way.

Project milestones, goals and progress will be tracked in a bar chart accompanied by a deliverables schedule and timeline updated regularly. All program materials will be saved online and accessible by all appropriate stakeholders.

### *Program Administration*

#### *Work Plan*

Walk 'n Rollers will lead all program administration, contracting, and quality control. At the start of the program year, we will develop a detailed work plan and production schedule that clarifies roles and responsibilities, shows review and revision timelines, and tracks progress towards goals. We will review the work plan with the City of Costa Mesa Project Manager during ongoing check-in meetings. We will develop a quality assurance/quality control (QA/QC) procedure to ensure that work completed by our subconsultant meets our high standards for quality. Walk 'n Rollers will prepare monthly invoices and progress reports that shows tasks and deliverables completed, budget status for all tasks, and direct expenses spent. The Walk 'n Roller Team will complete twice annual contract performance assessments.

Walk 'n Rollers takes great strides to provide an efficient and productive Work Plan. All team members are in constant communication internally and with stakeholders to insure we are meeting the projects goals and timelines. Each project is assigned a specific job number that allows us to easily track time and expenses internally. Weekly internal staff meetings on all Walk 'n Rollers' projects allows us to make adjustments and shift resources as necessary to where they are needed most and avert potential crises. Monthly team meetings and open communications throughout the project's duration allow us to receive input from all team members on all tasks further allowing us to adapt as the project changes.

#### *Quality Control*

Walk 'n Rollers is proud of our track record on delivery of high quality, highly effective programming. Executive Director Jim Shanman is involved in most stages of planning and delivery of each task insuring a consistent level of quality throughout the project. Our regular meetings and on-site management keep us on task and on target. Simply put, we aim for our best at every stage of every task, from the first stakeholder meeting to the final project report, from community events to education programming.

#### *Cost Control*

Walk 'n Rollers utilizes QuickBooks, an accounting system which allows us to track and report on every job at Walk 'n Rollers. Once information is input we can easily generate reports that include staff hours, expenses and receivables. Knowing how complicated projects can be, we maintain extensive spreadsheets for easy tracking of job details and refer to them regularly to make sure we are on budget every step of the way. For example, for our project in Culver City (4 years \$500,000), we maintained spreadsheets that tracked all expenses for 34 tasks as well as the monthly expense report required by CalTrans.

WnR Project Timeline: Costa Mesa Bicycle Safety Education				WnR Project Timeline: Costa Mesa Bicycle Safety Education													WnR Project Timeline: Costa Mesa Bicycle Safety Education							
Project Schedule	Key Party	2023			2023													2024						
		Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	
<b>Meetings, Coord</b>																								
Kickoff	WnR	█																						
Monthly Team Meetings	WnR	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Quarterly Task Force Meetings				█			█				█			█				█						
<b>Phase I</b>																								
Curriculum Development	Toole	█	█	█	█																			
Curriculum Approval	Toole			█	█	█																		
Curriculum Revise, Finalize	Toole					█	█	█																
<b>Phase II</b>																								
Coord w/ City and District on material p	WnR		█	█	█	█																		
Procurring materials	WnR					█	█	█	█	█	█	█	█	█	█									
<b>Phase III</b>																								
Rollout of Classes (1 yr timeline)	WnR																							
Pilot Programs ( <b>Recommended</b> )	WnR					█	█	█	█															
Rollout of Classes ( <b>Recommended</b> )	WnR																				█	█	█	█
LCI Seminar ( <b>Optional</b> )	WnR																							
<b>Quality Assurance and Control</b>																								
Planning, coordination	WnR	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Invoicing	WnR		█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Reports	WnR				█			█				█			█						█			
<b>LCI Seminar - OPTIONAL</b>																								
Planning	WnR																							
Hosting	WnR																				█	█	█	█
<b>Summary Report</b>																								
Data Collection	WnR, Toole				█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Summary Report	WnR																					█	█	█



**EXHIBIT C**

**PROPOSED FEE AGREEMENT**

Walk 'n Rollers Fee Proposal																		
Costa Mesa: BICYCLE SAFETY EDUCATION PROGRAM FOR TWENTY SCHOOLS RFP NO. 23-23																		
Task	Walk 'n Rollers								Tool Design								Materials	Total Cost
	Jim Shanman		Brenda Yancor		Imelda Romero		Chinnaly Sayarath		Diane Lambert		Trevor Lien		Sonia Haeckel		Graphic Designer			
	Project Lead	Lead Instructor	Instructors/Staff	Administrative Asst.	Principal	Project Assistant	Toole Project Lead	Graphic Designer	Hourly Rates	HRS	HRS	HRS	HRS	HRS		HRS	HRS	
<b>Administration/Meetings</b>																		
Administration	\$300.00	2	\$0.00				\$1,800.00	36	\$220.00	1			\$640.00	4				\$2,960.00
Team Meetings, Monthly, 18 months	\$1,350.00	9	\$900.00	9							\$700.00	4	\$640.00	4				\$3,590.00
Task Force Meetings, every other month, 9 months (combined with)	\$1,350.00	9	\$900.00	9														\$2,250.00
<b>PHASE I: Develop Educational Curriculum Geared Toward a School-aged Audience.</b>																		
Curriculum Development: Kids Bike Skills	\$300.00	2	\$600.00	6			\$100.00	2	\$220.00	1	\$350.00	2	\$800.00	5				\$2,370.00
Curriculum Development: Family Safe Cycling	\$300.00	2	\$200.00	2			\$100.00	2			\$350.00	2	\$800.00	5				\$1,750.00
Curriculum Development: Adult Smart Cycling	\$300.00	2	\$200.00	2			\$100.00	2										\$600.00
Design, Production of materials (materials list TBD)	\$300.00	2							\$220.00	1	\$1,050.00	6	\$2,560.00	16	\$1,920.00	16		\$6,050.00
Finalization, approvals, print production (materials list TBD)	\$300.00	2							\$220.00	1	\$1,050.00	6	\$1,600.00	10	\$480.00	4		\$3,650.00
<b>Total Phase I</b>																		\$23,220.00
<b>PHASE II: Develop Training Materials for Bicycle Education Classes</b>																		
Coordination: Oversight of materials to be produced, coordination	\$450.00	3			\$1,500.00	20	\$500.00	10	\$440.00	2	\$700.00	4	\$640.00	4	\$240.00	2		\$4,470.00
Design, production: Creative development, print production & distribution	\$450.00	3			\$1,500.00	20			\$440.00	2	\$3,500.00	20	\$5,440.00	34	\$6,480.00	54		\$17,810.00
Procurement: Helmets, lights, reflective gear, booklets, materials	\$450.00	3					\$500.00	10									\$28,342.00	\$29,292.00
<b>Total Phase II</b>																		\$51,572.00
<b>PHASE III - Conduct Bicycle Safety Education Classes Using Trained Instructors at 20 Schools.</b>																		
Coordination	\$1,500.00	10	\$650.00	6.5	\$375.00	5	\$500.00	10										\$3,025.00
Delivery of Classes 2 classes at 20 schools, + 6 Smart Cycling Classes 46 classes/workshops total)			\$33,200.00	332	\$33,375.00	445												\$66,575.00
Outreach, Promotion	\$600.00	4	\$1,100.00	11	\$375.00	5	\$500.00	10										\$2,575.00
Printing of promotional materials																	\$3,000.00	\$3,000.00
<b>Total Phase III</b>																		\$75,175
<b>Total Hrs</b>		53		378		495		46		7		40		82		76		
<b>Total Costs</b>	\$7,950.00		\$37,750.00		\$37,125.00		\$4,100.00		\$1,760.00		\$7,700.00		\$13,120.00		\$9,120.00		\$31,342.00	\$149,967.00
<b>Total Project Cost Estimate</b>							<b>Walk N Rollers Labor Cost: \$86,925.00</b>						<b>Toole Design Labor Cost: \$31,700.00</b>				<b>\$149,967</b>	check

Optional Items																		
LCI Seminar (LAB's Fees, Instruction, Materials, Staff Time)																	10,000	
Activity Books from I'm Safe for elementary and Middle School																	15,000	
Costa Mesa Bicycle fleet (50 bikes, scooters, signs, cones, + Trailer)																	15,000	
Instructional and/or promotional videos																	10,000	