

PROFESSIONAL SERVICES AGREEMENT

CITY OF COSTA MESA

THIS AGREEMENT is made and entered into this 21st day of October, 2014 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and Safe Moves, a California non-profit corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to have Consultant perform bicycle safety and participation courses and programs within 16 (sixteen) of the City's schools, as described herein below; and

B. WHEREAS, Consultant represents that it has the degree of specialized expertise necessary to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for specific services in connection with the project described below (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code Sections 1090-1092, 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 the City's Request for Proposal ("RFP") attached hereto as Exhibit "A," and Consultant's Response to City's RFP (the "Proposal"). A copy of said Proposal is attached hereto as Exhibit "B" and is incorporated herein by this reference.

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. It is understood that in the exercise of every aspect of its role, within the scope of work, Consultant will be representing the City, and all of its actions, communications, or other work, during its employment, under this contract is under the direction of the City. 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. 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.

1.4. 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, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code Section 1735.

1.5. 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.

1.6. 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.

2.0. **COMPENSATION AND BILLING**

2.1. Compensation. As compensation for the provision of products and services outlined in Exhibit "B" and in accordance with this Agreement, City shall pay Consultant the hourly unit rates, job rates and/or delivery rates set forth in Exhibit "C," and as applicable to the job/project, but not to exceed one hundred and thirty thousand and thirty dollars (\$130,030).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Proposal unless the City or the Project Manager for this Project, 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 City's affected supervisor, 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 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 for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. The Project Schedule may be amended by mutual agreement of the parties. 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, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three (3) years and two (2) months ending on December 31, 2017, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. At the end of the term period, the City may determine, in its sole discretion, to exercise an option to renew the contract for up to three periods of one (1) month each. The City shall give notice to Consultant of its intention to exercise such option at least 10 days prior to expiration of the base or option term.

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.

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,

data studies, drawings, maps and reports, and logs 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 and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) 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 limits, per occurrence and aggregate.
- (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 and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00) combined single limits, per occurrence and aggregate. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The comprehensive general liability insurance 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, agents, and employees are additional insureds with respect to this subject project and contract with City."
- (b) Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City."

(c) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

5.3 Deductible. 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's Chief Executive Officer ("CEO") or his 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, facsimile 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; b) at the time of transmission if such communication is sent by facsimile; and c) 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:

Safe Moves
15500 Erwin Street, #2451
Van Nuys, CA 91411
Tel: 818.786.4614
Fax: 818.786.4631
Attn: Pat Hines

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: 714.754.5017
Fax: 714-754-5028
Attn: David Cho

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 by reference. 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. To the fullest extent permitted by law, the Consultant assumes liability for and shall save and protect, hold harmless, indemnify, and defend the City and its elected and appointed officials, officers, and employees (all the foregoing, hereinafter collectively, "Indemnitees") from and against all claims, suits, demands, damages, losses, expenses, and liabilities of any kind whatsoever (all the foregoing, hereinafter collectively "Claims") including, without limitation, attorneys' fees, arising out of, resulting from, relating to, or claimed to

have arisen out of, resulted from or related to the engagement of Consultant or the performance of this Agreement by the Consultant (including its subcontractors and suppliers).

It is expressly intended by the parties that Consultant's indemnity and defense obligations shall apply, and Indemnitees shall be fully indemnified without offset, deduction or contribution, regardless of any negligence or other fault of Indemnitees, or any of them, and whether or not such Indemnitee negligence or other fault caused or contributed to the arising of the Claims.

"Claims" as used in this section shall include, without limitation, those for personal injuries, wrongful death, mental or emotional distress, loss of consortium, damage to or loss of use of real, personal or intangible property of any kind, loss of income, loss of earning capacity, and business, financial, commercial or pecuniary losses of any kind whatsoever, and attorneys' fees, and costs and expenses of any kind whatsoever Consultant's indemnity and defense obligations shall cover the acts or omissions of any of Consultant's subcontractors, and suppliers, and the employees of any of the foregoing. The Consultant's indemnity and defense obligation under this Section includes, without limitation, any claims, suits, demands, damages, losses, expenses, and liabilities arising from allegations of violations of any Federal, State, or local law or regulation, and from allegations of violations of Consultant's or its subcontractor's personnel practices or from any allegation of an injury to an employee of the Consultant or subcontractor performing work or labor necessary to carry out the provisions of this Contract.

The indemnification obligations in this Section shall not be construed to negate, abridge or otherwise reduce any other obligation of indemnity the Consultant may have with respect to the City which may otherwise exist. If any judgment is rendered against the City or any of the other individuals enumerated above in any such action, the Consultant shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of this Agreement.

Consultant's indemnity and defense obligations shall cover the acts or omissions of any of Consultant's subcontractors, and suppliers, and the employees of any of the foregoing. The Consultant's indemnity and defense's obligation under this Section includes, without limitation, any claims, suits, demands, damages, losses, expenses, and liabilities arising from allegations of violations of any Federal, State, or local law or regulation, and from allegations of violations of Consultant's or its subcontractor's personnel practices or from any allegation of an injury to an employee of the Consultant or subcontractor performing work or labor necessary to carry out the provisions of this Contract.

The indemnification obligations in this Section shall not be construed to negate, abridge or otherwise reduce any other obligation of indemnity the Consultant may have with respect to the City which may otherwise exist. If any judgment is rendered against the City or any of the other individuals enumerated above in any such action, the Consultant shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of this Agreement.

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 secure, at his 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.

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 the City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. 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, audiotapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.13. Confidentiality. Any City materials to which the Consultant has access, information that reasonably might be construed as private or containing personal identifiable information, or materials prepared by the Consultant during the course of this Agreement (collectively referred to as "confidential information") shall be held in confidence by the Consultant, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Consultant as necessary to accomplish the rendition of services set forth in this Agreement. Consultant shall not release any reports, information, private or promotional information or materials, whether deemed confidential or not, to any third party without the approval of the City.

6.14. 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 meetings required with regard to the correction.

6.15. Prohibited Employment. Consultant will not employ any regular employee of the City while this agreement is in effect.

6.16. Order of Precedence. In the event of any 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 Proposal, 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 Proposal.

6.17. 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.

6.18. 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 rights in, under or to this Agreement.

6.19. 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.

6.20. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. 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.

6.21. Amendments. Only an agreement executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.22. 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.

6.23. 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 as 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.

6.24. Counterparts. 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.

6.25. 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.

CITY OF COSTA MESA

[Redacted signature area]

Date: 10-23-14

Depa

CON

Date: 10.21.14

[Redacted signature area]

Date: 10/17/2014

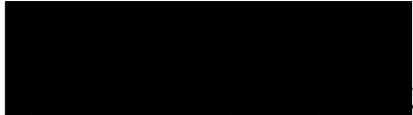
Executive Director

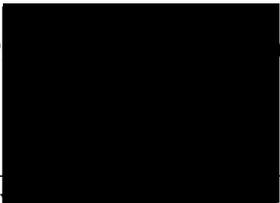
Name and Title

95-443518

Social Security or Taxpayer ID Number

ATTEST:

 10/23/14
City Clerk and ex officio Clerk
of the City of Costa Mesa

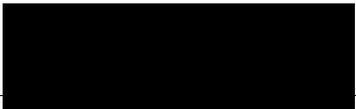
APPROVED AS TO FORM:


City Attorney

Date: 10/08/14

APPROVED AS TO INSURANCE:


Date: 10/10/14

APPROVED AS TO CONTENT:


Project Manager

Date: 10-7-14

EXHIBIT A

CITY'S REQUEST FOR PROPOSAL



CITY OF COSTA MESA

CALIFORNIA 92628-1200

P.O. Box 1200

FROM THE OFFICE OF THE TRANSPORTATION SERVICES MANAGER

August 18, 2014

Interested Consultants

SUBJECT: REQUEST FOR PROPOSALS FOR BICYCLE SAFETY EDUCATION PROGRAM FOR ELEMENTARY SCHOOLS

Dear Consultant:

The City of Costa Mesa is requesting proposals to provide a Bicycle Safety Education Program for 16 Elementary Schools within the City of Costa Mesa.

Project Overview

The City of Costa Mesa was awarded grant funds from the federally funded Bicycle Corridor Improvement Program (BCIP) to promote bicycle safety and increase bicycle usage by providing bicycle education to elementary school students within the City and conduct five (5) community workshops (bicycle rodeos). The City intends to contract with a Consultant to create and present this bicycle safety education program. Bicycle safety education at each school will be a day-long event where instructors provide several sessions of focused teaching. The Bicycle Safety Education Program shall be presented at sixteen elementary schools in the City of Costa Mesa:

1. Adams
2. California
3. College Park
4. Davis Magnet
5. Kaiser
6. Killybrooke
7. Mariners
8. Newport Heights
9. Paularino
10. Pomona
11. Rea
12. Sonora
13. Victoria
14. Whittier
15. Wilson
16. Woodland

The targeted elementary schools are within the jurisdiction of the Newport-Mesa Unified School District. Bicycle safety education will be coordinated with safety and health programs conducted by the District that occur over the course of the school year. In addition to individual presentations at each of the 16 schools, five (5) larger "bicycle rodeo" community events are to be held where multiple schools and the public will be invited to participate.

Need and Purpose

The City has taken a proactive approach to promote bicycling by constructing and rehabilitating several Class I multipurpose trails at various locations in the City over the course of several years, and has also developed a Costa Mesa Bicycle Map and Safety Guide for distribution at schools and various other outlets. Bicycling has become a key means of transportation and recreation for much of the City's residents and visitors. Costa Mesa is a highly urbanized environment with congested areas and a significant amount of vehicular traffic traveling throughout the City's transportation network. Safe bicycling habits and skills are essential for bicyclists to avoid accidents, injury, or death. As more and more people turn to bicycling as an alternative to the automobile, it is important that safe bicycling habits and skills are taught at an early age and these skills will be valuable for a lifetime.

The proposed bicycle education classes will not only teach safe bicycle skills for the individual student, but also promote bicycling as a healthy activity. This will have far-reaching benefits for the community of Costa Mesa as a whole. As more students are encouraged to bicycle to and from schools, this will promote a healthier lifestyle and reduce traffic and congestion around schools.

Project Tasks

At a minimum, the Consultant's scope of work should include, but should not be limited to, the following activities:

- Develop educational curriculum geared to elementary school audiences. 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 family, shall be provided. Classes should include both classroom instruction and road skills sessions.
- 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 that are available for free or at a nominal cost. Materials and graphics should be contemporary and designed for the target age group.
- Conduct bicycle safety classes using trained instructors. Instructors should have completed a "Traffic Skills" course from the League of American Bicyclists or similar nationally recognized organization. An instructor who has an active League Certified Instructor status is also acceptable. Free helmets, bike frame pumps, bicycle lights, locks, and/or patch kits may be offered as an incentive to participate in safety classes. The consultant should be aware that the procurement of giveaways must comply with the FHWA's regulations including "Buy America" provision. The cost of such giveaways shall be included in the proposal cost.

- Supply the City with electronic copies as well as hard copies of all presentations and training materials utilized, and coordinate with the City to post on the City's website.
- Coordinate with Newport-Mesa Unified School District personnel as well as with individual school principals. Education Program promotional materials should be prepared and distributed to students in advance of the presentations.
- Organize the community bicycle rodeos including all marketing events, educational and outreach materials, and promotional giveaways. These events can be incorporated with other City events such as "Concerts in the Park."

Project Schedule

It is expected that the Consultant's contract would be awarded in September 2014. The Consultant is expected to initiate work within seven (7) days after the award of the contract. As a first task of work, the Consultant shall provide a detailed schedule for the implementation of the Project based on information received from the City. 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 completion of the Project. The Consultant's work is expected to be completed by September 30, 2015.

Content of Proposal

The following should be submitted with your proposal:

- A. A brief review of the Project and a work plan describing key components of the Project and containing any suggestions you might have to expedite the project or special concerns that the City should be advised of.
- B. A detailed schedule indicating stages of work and time frames.
- C. An organization chart and staffing plan including identifying personnel who will perform work on this project; and a brief resume on each individual (two pages maximum per person) and recent projects they have worked on of similar type. Identify the project manager with a detailed resume, and the individual authorized to negotiate the contract on behalf of the consulting firm.
- D. A listing of similar educational projects that your firm has completed within the last five (5) years. Information should include a description of work, year completed, cost, and agency/client name along with the agency contact person.
- E. Comply with consultant agreement requirements.
- F. Submittal of five (5) duplicate proposals.

Fee Schedule

The professional services contract will be awarded based upon a review of qualifications, project understanding, and the ability of the selected firm to perform the requested services as described in the following Evaluation Criteria. The professional services contract will not be awarded based upon low fees. It is desired that fees be submitted separately. The fee schedule should show the hourly costs of personnel per task, with a not-to-exceed amount. The Consultant's cost proposal for the prime and subcontractors must contain a breakdown of all cost components including labor base rate, other direct costs, overhead, and fees.

Note: Ten percent (10%) of the total contract fee will be withheld until the Project is completed and accepted by the City.

Evaluation Criteria

- A. Qualification of the Firm – Technical experience in performing work of a closely similar nature, record of completing work on schedule; strength and stability of the firm; strength, stability, experience, and technical competence of subcontractors, if any; and assessment by client references.
- B. Management Approach – Qualification of key project staff, particularly the project manager; key personnel's level of involvement in performing related work; logic of project organization; adequacy of labor commitment; concurrence in the restrictions of changes in key personnel; and approach taken for quality and budget control.
- C. Work Plan – Depth of Consultant's understanding of City requirements and overall quality of work plan; logic, clarity, and specificity of work plan and variances proposed for the work plan; and utility of technical or procedural innovations.
- D. Miscellaneous – Acceptability of exceptions and deviations, if any; completeness of response in accordance with RFP; and other relevant factors not considered elsewhere.

After review of the proposals received, the City will conduct interviews with short-listed firms. The selected firm will be recommended to City Council for formal approval.

Contract Changes

Any change in the scope of work resulting in a contract increase or decrease in fee shall be approved by the City **in writing prior** to commencement of actual change in work. No fee adjustment will be allowed unless said **prior** approval is authorized exclusively **in writing** by the City, without exception.

Right to Reject all Proposals

The City of Costa Mesa reserves the right to reject any or all proposals submitted, and no representation is made hereby that any contract will be awarded pursuant to this request for proposal, or otherwise. All costs incurred in the preparation of the proposal, in the submission of additional information, and/or in any other aspect of a proposal prior to the award of a written contract will be borne by the respondent. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind that may be incurred by a respondent. All proposals submitted to the City of Costa Mesa in response to this request for proposals shall become the property of the City.

Enclosed is the City of Costa Mesa's professional services standard agreement and sample certificate of insurance for reference in preparing the proposal. The minimum insurance and endorsement requirements are stated within the enclosed documents. Should your firm be interested in this project, please submit the proposal to the City of Costa Mesa, Transportation Services Division, 4th Floor, City Hall, **on or before 5:00 p.m., September 5, 2014.**

If additional information is required, please contact David Cho, Assistant Engineer, at (714) 754-5017.



RAJA SETHURAMAN, Manager
Transportation Services

Attachments: City Standard Agreement

- c Ernesto Munoz, Public Services Director
- Fariba Fazeli, City Engineer
- Pritam Deshmukh, Associate Engineer
- David Cho, Assistant Engineer

EXHIBIT B
RESPONSE AND SCOPE OF SERVICES

City of Costa Mesa Bicycle Safety Education Program



Submitted by:
Safe Moves
15500 Erwin Street, #2451
Van Nuys, CA 91411
818.786.4614



EXPERIENCE

Statement Of Need

In 1970 seeing children bike to school was a common site. Research indicated that nearly 90% of students who lived approximately one (1) mile from school bicycled. In recent years, the number of children riding and to school has declined dramatically. In fact data shows that only 15% of children bicycle to and from school. (Source: NHTSA)

There are plenty of great reasons for students to bike to school — less traffic, safer streets, cleaner air and health. With obesity rates skyrocketing and only one-quarter of Americans getting the Surgeon General’s recommended daily dose of exercise (just 30 minutes), it’s an ideal time to encourage people to bike to school for their own health and well-being.

The component necessary to make a bicycle safety program successful is safety. Parents of school children most commonly report: distance to school, traffic danger, adverse weather conditions, fear of crimes against children, and crime in the neighborhood as barriers to promoting or allowing their children to ride bicycles to and from school.

Their concerns are legitimate. Children’s vulnerability in traffic is attributed to their developmental and behavior limitations in complex traffic situations. Pedestrians and bicyclists aged 10 years and below are

particularly vulnerable because of their small physical size and underdeveloped abilities to dealing with traffic situations, both cognitive (attention focus, interpreting signs) and perceptual (locating sounds, judging speed, peripheral vision).

Even though safety is important — the use of bicycles should involve a lot more than just safety. An important element of a bicycling education is that the program should promote “bicycling.” Focusing solely on the dangers of the road tends to discourage parents allowing their children to bicycle to and from school. The best kinds of bicycling programs highlight the benefits such as exercise, pleasure, healthy transportation—while arming children with the knowledge and tools they need to be safer bicyclists.

DESCRIPTION OF APPROACH

Safe Moves will use a multifaceted program to accomplish the goals and objectives of the City of Costa Mesa’s Bicycle Safety Education Program. Program implementation will utilize proven strategies based on experiential educational principles and marketing to conduct a successful Bicycle Safety Education Program. Safe Moves will establish a partnership relationship with the schools in order to best implement the program. This is accomplished by having thorough knowledge of the school environment and their traffic concerns as well as an

appreciation of the diversity among students within the school community.

Educational Strategies

Safe Moves philosophy of teaching bicycling as a safe, healthy and effective method of transportation is “learn by doing”. Safe Moves believes students learn best — and develop key problem solving and critical thinking skills — by actively experiencing learning. Unlike rote memorization of traffic laws and rules, a hands-on approach teaches children to identify problems (or questions), determine the correct behavior (or answers), and, ultimately, to arrive at important conclusions about the safe choices to make as bicyclists.

Safe Moves uses educational strategies based experiential learning principles. For example students will learn more about traffic safety by riding in a traffic simulated environment like “Safe Moves City” than by reading about traffic safety in a brochure or watching a video.

Safe Moves programs include a series of hands-on lesson plans uniquely designed for each age group and grade level designed with one goal — teach the way children learn. The lessons are designed is geared toward 3rd through 6th grade students, who will learn safety fundamentals such as fitting a bicycle helmet, rules of the road, and laws pertaining to bicyclists and

pedestrians and bicycle handling.

Safe Moves programs are designed from over 31 years of experience and with the input of childhood development experts resulting in a comprehensive bicycle education program. Safe Moves has extensive experience working with school principals and teachers in providing programs that do not conflict with the required instructional time. Our ability to provide programs that are flexible with bell schedules, class sizes, availability of space and required instructional time has made our programs “accommodating,” easily implemented and conducted during the school day. We provide information to the school principals and staff that explain the program with the goal to motivate the school principals, teachers and parents to become active partners in making the program successful. All of our programs are turn-key in operation. We do not require any volunteers nor material and/or equipment from the schools.

SCOPE OF WORK

Team Structure

Administration, Coordination and Project Management

Safe Moves will oversee the implementation of all project elements in order that they are integrated in an





efficient manner to all of the schools. The result will be a multifaceted program reaching the diverse goals with a cohesive strategy.

This project will begin with a meeting with City Staff to discuss and finalize the Project Management Plan. This plan will include a schedule breakdown and workflow chart. Our on-the-ground experience and philosophy in implementing school-based programs allows us to anticipate any challenges that would necessitate a revised schedule.

Safe Moves will submit monthly invoices with status reports, billing by tasks, billing narrative, description of tasks completed, schedule of upcoming events, status of on-going tasks, copies of media coverage, correspondence from parents, students, school feedback from.

Safe Moves will meet with City Staff twice per month or as many times necessary to provide an update on the project tasks, upcoming schedule and any project challenges. Safe Moves will prepare meeting notes with action items for distribution to City Staff and any attending officials. Safe Moves will assume responsibility for scheduling regular meetings, preparing and updating a detailed project schedule, preparing agendas, minutes, and supporting visual aids such as maps and handouts to assist the discussions. Safe Moves will compile and maintain a City File for project data including evaluations, correspondence, outreach efforts, materials, photos/videos and reports.

PROGRAM COMPONENTS

Task 1: Project Management and Coordination

Deliverable 1.a: Work Plan and Schedule

Description: Safe Moves will prepare a CPM network based on activities to support all project milestones, schedules, tasks and deliverables.

Deliverable 1.b.: Monthly Project Meetings

Description: Safe Moves will attend monthly meetings with City Staff to discuss status of upcoming programs, data and program goals. Safe Moves will prepare agendas, minutes and other presentation materials including PowerPoint presentations. Upon request by City staff, Safe Moves will prepare any materials, PowerPoint and video presentations to City Council and/or other agencies. Safe Moves will also attend and/or coordinate meetings with school officials, law enforcement and community organizations as needed.

Deliverable 1.c.: Project Coordination

Description: Safe Moves will coordinate meetings with the Newport-Mesa Unified School District, school principals, school staff and City Staff. Safe Moves will prepare all materials for the meetings including agendas, meeting notes and action plans.

Task 2. Education / Curriculum

Deliverable 2.a.: Curriculum Development

Description: Safe Moves will develop a Bike Safety curriculum that is age/grade appropriate for elementary school students. The curriculum will meet California State Board of Education (SBE) adopted health, physical education and science standards, State of California School District Curriculum Standards and Environment Initiative (EEI). The Curriculum will be submitted to City Staff for review and input. All policies and limitations of both the School District and the County will be considered in the final materials.

Deliverable 2.b: Sixty-four (64) School Workshops

Description: Safe Moves will conduct workshops for grades 4-6 in a game show format called Traffic Jeopardy with the safety instructor as the game show host. This program component engages the students in active learning by challenging their critical thinking skills. Traffic Jeopardy covers traffic safety and environmental consequences of traffic congestion and pollution. Traffic Jeopardy includes a stationary bike to simulate how long it takes to ride one mile.

Traffic Jeopardy includes:

- Bicycle Rules of the Road Commuting
- Skills necessary to make smart choices in traffic
- Use of bike racks, bike lanes, bike paths, bike trails
- Explanation of bicycle infrastructure
- Recognition and avoidance of common bicycle collisions
- Understanding of driver and bicyclist behaviors
- School transportation/traffic policies
- Importance of bicycling for physical fitness
- Effects of bicycling for a cleaner environment
- Identification/avoidance of hot spots (crime, bullies, congested intersections, construction)
- Bike commuting
- Personal safety
- Helmet use
- Bike maintenance

Props include:

- Bicycle (various models)
- Helmets (various models)
- Traffic exhibits
- Stationary Bike





Deliverable 2.c.: Sixteen (16) School Bicycle Rodeos

Description: Safe Moves will conduct Bicycle Safety Rodeos that are interactive hands-on programs allowing children to experience traffic situations as bicyclists in a traffic simulation course. By using a realistic course, the ability of students to recognize and avoid traffic hazards and to walk and ride safely is improved. The lesson plans and traffic situations become more challenging for the upper grades so as to accommodate their "real life traffic challenges."

Traffic Simulation Course features:

- Sidewalks
- Intersections
- Crosswalks
- Traffic signs and signals
- Cars
- Trucks
- Buses
- Residential area
- Business district with stores and parking lots with entrances & exits
- Alleyways
- Bike lanes
- Railroad tracks with train, signal, gate and signs
- School

Bicycles and helmets will be provided for those

students who don't have one. However, rodeo promotional material will encourage students to bring their own bicycles and helmets. Students are taught how to properly fit and adjust their bicycle helmets as well as conduct a bike check for tires, brakes, seat and handlebars. For any student with a bicycle and/or helmet that is in need of repair or replacement, they receive an information card that they can take home to their parents. Local bike repair shops will be approached for discounts for repairs.

Stationary bikes are set up for students so they can see how far they can ride in a given amount of time. For example, if a child lives one mile from school, the student can ride a stationary bike to determine how long it would take him/her to walk or ride one mile. This interactive exercise enables the students to realize: "Wow! I can bike a mile in ten minutes."

To promote the power of bicycling, a blender bike will be available for students to cycle to make a smoothie.

All lesson plans are designed to be age-appropriate and administered by trained safety instructors. Rodeo Lesson Plans are as follows:

- Safe places to ride
- Unsafe places to ride
- Explanation of traffic signs and signals
- Rights and responsibilities of bicyclists and



pedestrians

- Helmet use (proper fit and adjustment)
- Recognition and avoidance of common bicycle collisions
- Use of bike racks, bike lanes, bike paths, bike trails
- Skills (stopping, balancing, braking, left shoulder check, scanning, navigating intersections)
- Explanation/simulation of bicycle environment (infrastructure)
- Understanding of driver and bicyclist behaviors
- Importance of bicycling for physical fitness
- Bicycle Commuting to and from school
- Identification of hot spots (crime, bullies, hazards, corners & crosswalk, truck traffic)
- Personal safety
- Helmet use
- Bike maintenance

At each of the rodeos Safe Moves staff will be on site to conduct surveillances of behaviors. Since programs are conducted monthly at each school data will be compiled over the school year which will provide a comprehensive and more accurate view of transportation choices and the trends throughout the school year.

Deliverable 2.d.: Five (5) Community Bicycle Rodeos

Description: Safe Moves will conduct Community Bicycle Safety Rodeos that are interactive hands-on events allowing children and their parents to

experience traffic situations as bicyclists in a traffic simulation course. By using a realistic course, the ability of children and their families to recognize and avoid traffic hazards and to walk and ride safely is improved. The lesson plans and traffic situations become more challenging for the children and families so as to accommodate their "real life traffic challenges."

Traffic Simulation Course features:

- Sidewalks
- Intersections
- Crosswalks
- Traffic signs and signals
- Cars
- Trucks
- Buses
- Residential area
- Business district with stores and parking lots with entrances & exits
- Alleyways
- Bike lanes
- Railroad tracks with train, signal, gate and signs
- School

Bicycles and helmets will be provided for those students who don't have one. Students are taught how to properly fit and adjust their bicycle helmets as well as conduct a bike check for tires, brakes, seat and handlebars. For any student with a bicycle and/or helmet that is in need of repair or replacement, they receive an information card that they can take



home to their parents. Local bike repair shops will be approached for discounts for repairs.

Stationary bikes are set up for students so they can see how far they can ride in a given amount of time. For example, if a the family lives one mile from school, family members can ride a stationary bike to determine how long it would take him/her to ride one mile. This interactive exercise enables the students to realize: "Wow! I can bike a mile in ten minutes."

To promote the power of bicycling, a blender bike will be available for children and their families to cycle and make a smoothie.

Safe Moves will identify appropriate community events to participate in and will conduct separate events to possibly coincide with Bike to School Month in May 2015.

All lesson plans are designed for children and their families and administered by trained safety instructors.

Rodeo Lesson Plans are as follows:

- Safe places to ride
- Unsafe places to ride and
- Explanation of traffic signs and signals
- Rights and responsibilities of bicyclists and pedestrians
- Helmet use (proper fit and adjustment)
- Recognition and avoidance of common bicycle collisions
- Use of bike racks, bike lanes, bike paths, bike trails
- Skills (stopping, balancing, braking, left shoulder

check, scanning)

- Explanation and demonstration of role of crossing guards
- California Vehicle Code laws and regulation
- Explanation/simulation of traffic environment (infrastructure)
- Understanding of driver and bicyclist behaviors
- School transportation/traffic policies (pick up and drop off procedures)
- Explanation of the "Suggested Safe Routes to School" maps provided by the school district
- Importance of bicycling for physical fitness
- Effects of bicycling for a cleaner environment
- Identification of hot spots (crime, bullies, hazards, corners & crosswalk, truck traffic)
- Beginner skills
- Rules of the road
- Bike commuting
- Personal safety
- Helmet use
- Bike maintenance
- Navigation of intersections
- Bike handling skills
- Family cycling

The Community Bicycle Rodeos will include free bike repairs for participants' bikes including children, parent and the general public.

Safe Moves will review the City calendars for events scheduled in the community. A list of community events will be submitted to City Staff for review. If

there are community events are not appropriate, Safe Moves will produce community bicycle rodeo at a designated site that is accessible to the general public. Safe Moves will market the community events with:

- Flyers to schools
- Posting on school websites
- Postings on libraries, community centers,
- Listings in community newsletters
- Postings on Cable TV station
- Posting on City website

Community and City agencies will be invited to participate with an exhibit. Agencies to be invited are:

- Costa Mesa Police Department
- Costa Mesa Fire Department
- Recreational Centers
- Libraries
- Public Works

Task 3: Incentives

Deliverable 3.a.: Five (5) Bicycles and
100 Bike frame water bottles
Twenty (25) Helmets
Twenty (25) bike pumps
1,000 reflector kits for bikes & helmet
Discount coupons for bike repairs

Description: Five (5) Bicycles and helmets will be designated for a grand prize at each of the five (5) community rodeos. All registered participants will qualify for the grand prize drawing. The additional prizes listed will be given away at the Community Events. Safe Moves will work with local businesses to solicit suitable giveaways for prizes. These will include, but not limited to, movie tickets, food and services. All prizes and providers will be approved by City Staff.

Task 4: Training Materials

Deliverable 1.a.: Booklets, video, manuals and training ads

Description: Safe Moves will utilize existing materials for classroom and skills course trainings. The materials will be bilingual, current and appropriate for each grade level. Where possible copies of materials will be solicited for free or for a nominal fee.

If existing materials are not available, Safe Moves will create materials to be used in the classroom and skills course training. Safe Moves will create materials to promote the programs to the schools and the

community. These materials will include School Program Flyers, Community Rodeo Flyers and Rodeo Permission Forms.

See Exhibit A for samples of this material

Task 5: Evaluation

Deliverables 5.a.: Certification Forms

Description: Certification forms will be distributed after each program for feedback from school officials and community contacts. The data collected will be used to monitor quality performance of the instructors, content and approach. The form will also have information that verifies program information such as school name, address, school official names, title, program date, program description, number of participants and school/community official's signatures.

The Evaluation/Certification Forms will be submitted with the month end reports.

See Exhibit A for a sample of this form.

Deliverable 5.b.: Monthly Reports

Description: Monthly Reports will be submitted to City Staff. The Monthly reports will include Certification Forms, schedules of upcoming programs, photographs, invoice and narrative on progress of Project.

Deliverable 5.c.: Final Reports

Description: The Final Report will be submitted to City Staff. The Final Report will include an overview of the Project, overview of programs conducted at each school and community sites, copies of photos and billing summary.

QUALIFICATIONS

Safe Moves, established in 1983, is a non-profit 501 (c) (3) organization dedicated to reducing traffic-related deaths and injuries to school-aged children and promoting the use of alternative modes of transportation with the goal of improving the quality of life for children and families by making school environments and neighborhoods bikeable.

Safe Moves is considered one of the leading authorities on traffic safety education for children in the country and has won many national awards from the United

States Department of Transportation, National Highway Administration, Department of Health Services, California Office of Traffic Safety and the Association of Bicycle and Pedestrian Safety Professionals. Safe Moves programs have been featured in the national press including "Dateline", "The Today Show", "Good Morning, America", and "20/20."

Year	Award
2010	Award of Participation – Los Angeles School Police
2009	Best Practice by the Federal Highway Administration
2008	Proclamation – City of Los Angeles
2007	Program Award – California Highway Patrol
2006	Certificate of Award – Children’s Hospital of Los Angeles
2005	Certificate of Recognition – City of Los Angeles City Council
2003	Certificate of Award – Safe Kids
2002	Certificate of Recognition – County of Los Angeles
2001	Certificate of Recognition – City of Los Angeles City Council
2000	Program Award – California Office of Traffic Safety.
1999	Best Practice by the Federal Highway Administration
1996	USDOT Program of the Year
1996	"Helen Putnam Award for Excellence" from the California League of Cities

KEY PERSONNEL

The following information identifies the key personnel, describes the service to be performed, their qualifications, academic history and work experience.

Project Manager: Pat Hines

Pat Hines has thirty-one (31) years of experience in bicycle and pedestrian safety education, transit use

and transportation issues. As founder, she served as the executive director from 1983 to present. As a former bicycle racer, Ms. Hines learned first hand the vulnerability of bicyclists and the dangers of the lack of education. Her best friend was killed in a bicycle accident in 1983 while the two were riding together. Neither Ms. Hines nor her friend were wearing helmets or following basic traffic laws. In response to the tragic loss of her friend, Ms. Hines established Safe Moves in 1983.

Employment History

Executive Director, Safe Moves Los Angeles

1983 to Present

Develops, implements and supervises bicycle safety, pedestrian safety and transit education programs and curriculum, material and presentation formats; researches all city and state laws and ordinances as they pertain to bicyclists, pedestrians, motorists and commuters; collection, walk audit, traffic counts and evaluation of data including death and injury behaviors; creates and maintains community awareness and promotional campaigns; develops relationships with governmental, community and social services agencies.

Her responsibilities as Project Manager will include, but are not limited to the following:

- Negotiation & authorization of the contract
- Program Implementation
- Program Quality Control
- Conduct meetings with school officials and city staff
- Program management
- Data evaluation
- Instruction at workshops and rodeos

RKO Broadcasting Radio Group: Vice President, Communications and Public Affairs 1978-1983

Created and implemented advertising, marketing and promotional campaigns for RKO radio stations throughout the United States.

Bio-Tech, Inc. Assistant Researcher 1976-1977

Assisted primary biologists on medical testing of liquid crystals for monitoring temperature regulation.

Academic History

1976: B.A. /B.S. Communications and Biology, University of Miami

Professional Affiliations

- Los Angeles County Police Officers Association: Member
- Safe Kids: Member
- Association of Pedestrian and Bicycle Professionals: Member
- Bicycle Professionals for Bike Friendly Communities: Member
- Pedestrian Advisory Committee – City of LA: Member

Project Assistant: Gloria Stone

Gloria Stone has served as Program Assistant for Safe Moves since November 1999 to the present. Ms. Stone has an extensive background in program management and business accounting through her position at Safe Moves. Her office skills include proficiency with Microsoft Office Computer programs (Excel and Word). Ms. Stone has five years of experience in data collection and evaluation with traffic counts, bike/walk audit and collision data.

Her responsibilities for this program will include, but are not limited to the following:

- Office operations including employment policies, accounting (payroll, tax reporting), budget management, preparation of monthly and year end reports.
- Program scheduling
- Correspondence to schools, community organizations, city agencies etc.
- Preparation of data collection and evaluation

Employment History Safe Moves: Office Manager

11/99-present

In charge of scheduling procedures pertaining to student seminars, parent seminars, school-based rodeos and community rodeos. Responsible for office operations, employment policies, accounting, budget management, preparation of monthly, quarterly and year end reports, data collection/evaluation, printed material inventory and ordering, correspondence to schools, community organizations, city agencies, preparation of test scores.

Bank of America

Customer Service Representative 1983-1997

Worked as a telephone customer service representative

solving problems and adjusting accounts when necessary. Also had experience as a teller interfacing directly with the public and working with accounting and financial issues.

Academic History

1982: San Fernando Community College

Program Instructor: Bill Howard

Bill Howard has served as a workshop and rodeo instructor for Safe Moves from 1999 to the present. Mr. Howard has extensive experience as an educator of students (K-12), train the trainer (teachers) and public speaker. Mr. Howard speaks Spanish and English.

His responsibilities for this program will include, but are not limited to the following:

- Conducting student workshops and rodeos
- Performing all related duties for conducting workshops and rodeos
- Data collection
- Administering/collecting Evaluation/Certification Forms
- Distributing and collection of certifications, parent surveys and student tallies
- Distributing printed material and promotional items

Employment History Safe Moves Instructor

1/2007 to present

City of Los Angeles School Bicycle Safety and Transit Education Program for the Los Angeles Unified School District

County of Riverside Safe Routes to School for County of Riverside Dept. of Public Health

County of Monterey Safe Routes to School Program for King Unified School District and Soledad Unified School District

City of Stockton Safe Routes to School Program for the Stockton Unified School District

City of Milpitas Safe Routes to School Program for Milpitas School District

City of Santa Clarita Safe Routes to School Program for Santa Clarita School District

City of Fremont Bicycle and Pedestrian Safety Education Program for the Fremont School District

Educational Services, Inc. Instructor

4/1999 – 1/2007

Academic History

B.A. Education, University of California, Los Angeles

Program Instructor: Wendy Mata

Wendy Mata has served as a workshop and rodeo instructor for Safe Moves from 1996 to the present. Ms. Mata has experience as an educator of students (K-12), train the trainer (teachers, school staff, parent volunteers). Ms. Mata speaks Spanish and English.

Her responsibilities for this program will include, but are not limited to the following:

- Conducting student workshops and rodeos
- Performing all related duties for conducting workshops and rodeos
- Data collection
- Administering/collecting Evaluation/Certification Forms
- Distributing printed material and promotional items

Employment History Safe Moves Instructor

1996 -Present

City of Los Angeles School Bicycle Safety and Transit Education Program for the Los Angeles Unified School District

County of Riverside Safe Routes to School for County of Riverside Dept. of Public Health

County of Monterey Safe Routes to School Program for King Unified School District and Soledad Unified School District

City of Stockton Safe Routes to School Program for the Stockton Unified School District

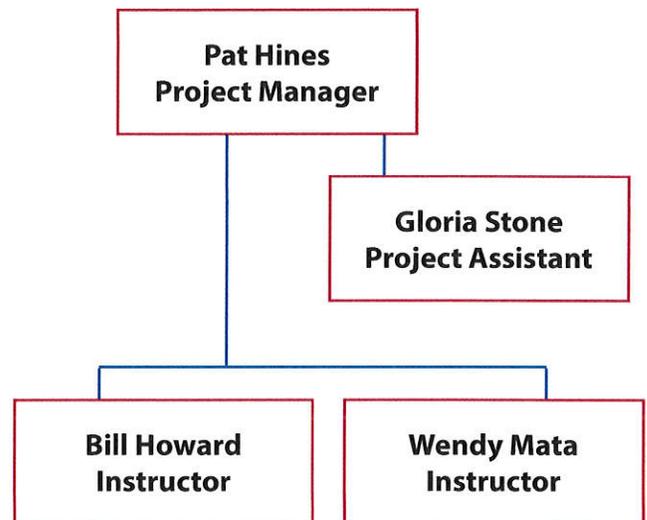
City of Milpitas Safe Routes to School Program for Milpitas School District

City of Santa Clarita Safe Routes to School Program for Santa Clarita School District

Academic History

1994-1999: B.A. Education, University of California, Los Angeles

ORGANIZATIONAL CHART



CLIENT REFERENCES

City: San Diego

Project Name: Bicycle and Pedestrian Safety Education Program

Contact: Sabrina Carnell, Grant Administrator

Address: 1010 Second Ave., Suite 1200
San Diego, CA 92101

Tel #: 619-533-3110

Dates: 2007-2009

Cost: \$287,000

Scope of Work: 500 Student Traffic Safety Workshops and 50 Traffic Safety Rodeos for elementary and middle school students

City: Fremont

Program Name: Bicycle and Pedestrian Safety Education Program

Contact: Rene Dalton
DES/Transportation Engineering

Address: 39550 Liberty Street
Fremont, CA 94537-5006

Tel #: 510/494-4535

Dates: 2/2004 - 6/2011

Cost: \$90,000/year

Scope of Work: 50 Bicycle and Pedestrian school workshops and 25 traffic safety rodeos for elementary school students.

City: Mountain View

Program Name: Safe Routes to School Program

Contact: Dennis Drennan,
Real Property Program Administrator

Address: Public Works Department
500 Castro Street
Mountain View, CA 94039

Tel #: 650/903-6633

Dates: 4/2008 – 5/2011

Cost: \$500,000

Scope of Work: 250 school workshops and 50 traffic safety rodeos for elementary and middle schools, Walk & Bike to School Days, Pre & Post Program data.

City: Irvine

Program Name: Safe Routes to School

Contact: Cheryl Martinez
Associate Transportation Analyst

Address: City of Irvine, Transportation Planning & Project Development
One Civic Center
Irvine, CA

Tel #: 949.724.7313

Date: 9/2009 - 5/2011

Cost: \$300,000

Scope of Work: 250 school workshops, 50 traffic safety rodeos and 50 parent workshops, site surveillances, community outreach, Walking School Buses and Bike Trains

City: Stockton

Program Name: Safe Routes to School
Contact: Jodi Almassy
Address: Public Works
22 East Weber Ave., Room 301
Stockton, CA 95202-2317
Tel #: 209/937-8299
Date: 3/2010 – 6/2013
Cost: \$350,000

Scope of Work: 50 school workshops, 75 traffic safety rodeos, 50 parent workshops, teacher trainings, Walking School Buses, Bike Trains, Walk/Bike to School events, promotional media events, data collection

City: Los Angeles

Program Name: School Bicycle Safety and Transit Education
Contact: Howard Huang, Bikeways
Address: Los Angeles Dept. of Transportation
100 S. Main Street, 9th Floor
Los Angeles, CA 90012
Tel #: 213-972-4958
Date: 9/1984 to present
Cost: \$325,000

Scope of Work: 1,500 workshops and 100 traffic safety rodeos per year, Walk & Bike to School Days, Pre and Post Program Data, Site Surveillances, Community Outreach

City: Long Beach

Program Name: Safe Routes to School
Contact: Courtney Aquirre
Address: Public Works
333 West Ocean Blvd.
Long Beach, CA 90801
Tel #: 562-570-6667
Date: 9/2008 – 11/2013
Cost: \$150,000/year

Scope of Work: 500 school workshops and 100 traffic safety rodeos for elementary and middle schools, parent workshops, and teacher trainings, Walk & Bike to School Days, Pre and Post Program Data, Site Surveillances, Community Outreach.

EXHIBIT C
FEE SCHEDULE

Costa Mesa
 Bicycle Safety Education Program
 Fee Schedule
 Submitted by Safe Moves

TASK / DELIVERABLES	Pat Hines Project Manager	Gloria Stone Project Assistant	Bill Howard Instructor	Wendy Mata Instructor	TOTAL HOURS	FEE ESTIMATE
Hourly Labor						
TASK 1. Project Management and Coordination						
1.a. CPM and Schedule	40	30	0	0	70	\$ 7,100
1.b. Monthly Project Meetings	50	0	0	0	50	\$ 5,500
1.c. Project Coordination	40	40	0	0	80	\$ 8,000
SUBTOTAL:	130	70	0	0	200	\$ 20,600
Task 2. Education/Training						
2.a. Curriculum Development	40	40	0	0	80	\$ 8,000
2.b. Sixty-four (64) School Workshops	0	60	70	70	200	\$ 11,700
2.c. Sixteen (16) Bicycle Skills Training Rodeos	0	90	220	220	530	\$ 27,900
2.d. Five (5) Community Bicycle Rodeos	100	120	75	75	370	\$ 28,550
SUBTOTAL:	140	310	365	365	1180	\$ 76,150
Task 3. Incentives						
3.a. Purchased Incentives	0	20	0	0	20	\$ 1,800
SUBTOTAL:	0	20	0	0	20	\$ 1,800
Task 4. Training Materials						
4.a. Research & identify sources for booklets, videos, manuals & training aids	43	0	0	0	43	\$ 4,730
4.b. Produce promotional & outreach materials for programs	60	0	0	0	60	\$ 6,600
SUBTOTAL:	103	0	0	0	103	\$ 11,330
Task 5 Evaluation						
5.a. Certification Form Distribution	0	0	0	0	0	\$ -
5.b. Monthly Reports	30	20	0	0	50	\$ 5,100
5.c. Final Report	15	10	0	0	25	\$ 2,550
SUBTOTAL:	45	30	0	0	75	\$ 7,650
TOTAL HOURS	418	430	365	365	1578	
OTHER COSTS:						
Incentives						\$ 5,000
Printed Material						\$ 7,500
TOTAL FEE AMOUNT	\$ 45,980.00	\$ 38,700.00	\$ 16,425.00	\$ 16,425.00		\$ 130,030

The Fee Schedule identifies the costs for the project tasks, staff, anticipated hours, hourly rates, incentives and printed material. The fees outlined are fully burdened rates that include salary, benefits, organization overhead and administrative fees.

EXHIBIT D

CITY COUNCIL POLICY 100-5

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;

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- b. Establishing a Drug-Free Awareness Program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
 3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.