

**CONSULTANT AGREEMENT BETWEEN
THE CITY OF SANTA ANA AND WALK 'N ROLLERS
FOR A SAFE ROUTES TO SCHOOL EDUCATION PROGRAM**

THIS AGREEMENT is made and entered into on this 6th day of September, 2022 by and between Walk 'n Rollers, ("Consultant"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("City").

RECITALS

- A. The City desires to retain a Consultant having special skill and knowledge in the field of bicycle safety education courses for the Willits Street Safe Routes to School Education Program.
- B. Consultant represents that Consultant is able and willing to provide such services to the City.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

Consultant shall perform during the term of this Agreement, the services described in the scope of work that was included in RFP No. 21-110 and that is attached as **Exhibit A**, and as further delineated in Contractor's proposal, which is attached as **Exhibit B** and incorporated in full.

2. COMPENSATION

- a. City agrees to pay, and Consultant agrees to accept as total payment for its services for City, the rates and charges identified in **Exhibit B**. The total amount to be expended during the term of this Agreement shall not exceed \$196,415.
- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

3. TERM

This Agreement shall commence on the date first written above for a **two (2) year term** with the option for the City to grant up to a one **(1)-year** renewal, exercisable by a writing by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 15, below.

4. INDEPENDENT CONTRACTOR

Consultant shall, during the entire term of this Agreement, be construed to be an independent Consultant and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

5. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

6. INSURANCE

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non- owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage. (Not required if Consultant provides written verification it has no vehicles).
- Workers’ Compensation insurance as required by the State of California, with Statutory
- Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if Consultant provides written verification it has no vehicles).
- Sexual Abuse or Molestation (SAM) Liability: If the work will include contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Consultant shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$100,000 per occurrence or claim for an individual and with a limit no less than \$1,000,000 per occurrence or claim for organization. (Not required if City staff is present during all activity).

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Instructor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Instructor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Other Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by

or on behalf of the Instructor including materials, parts or equipment furnished in connection with such work or operations.

2. For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, agents, and volunteers.
3. The Insurance Company agrees to waive all rights of subrogation against the City, its elected or appointed officers, officials, agents, and employees for losses paid under the terms of any policy which arise from work performed by the Instructor for the City. This provision also applies to the Instructor's Workers' Compensation policy.
4. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

Verification of Coverage

Consultant shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications, at any time.

Special Events Coverage for Instructors

Special events coverage is available for an additional fee to provide the liability insurance required by this agreement. Consultant can obtain additional information and cost from the City.

Special or Low Risk Activities

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. The City reserves the right to modify or waive insurance requirements for certain low risk recreational activities shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Instructor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

7. INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Contractor, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

8. INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

9. RECORDS

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

10. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

11. CONFLICT OF INTEREST CLAUSE

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

12. NON-DISCRIMINATION

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

13. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Contractor, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

14. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other Contractors retained by City.

15. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

16. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

18. PROFESSIONAL LICENSES

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and

in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

19. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax: 714- 647-6956

With courtesy copies to:

Executive Director, Public Works Agency
City of Santa Ana
20 Civic Center Plaza (M-43)
P.O. Box 1988
Santa Ana, California 92702

To Contractor:

James Shanman Executive Director Walk 'n Rollers 8800 Venice Blvd. Ste. 301, Los Angeles, CA 90034
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A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

20. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. The Agreement is the final and complete agreement and any prior or contemporaneous agreements for similar services between the parties is superseded by this Agreement. This shall not apply where the Parties are currently engaged and Consultant is providing services not contemplated by this Agreement.
- c. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

CITY OF SANTA ANA

Clerk of the Council

Kristine Ridge
City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

CONSULTANT:

By: Jose Montoya
Jose Montoya
Assistant City Attorney

James Shanman
James Shanman
Executive Director

RECOMMENDED FOR APPROVAL:

Nabil Saba P.E.
Executive Director
Public Works Agency

EXHIBIT A

**REQUEST FOR PROPOSALS (RFP)
FOR
WILLITS STREET SAFE ROUTES TO SCHOOL PROGRAM**

RFP NO.: 21-110



**CITY OF SANTA ANA
Public Works Agency
20 Civic Center Plaza, M-43
Santa Ana, CA 92701**

**RUBEN CASTANEDA
Project Manager
(714) 647-5621 Office
rcastaneda@santa-ana.org**

Approved for Release:

Zdenek Kekula
Principal Civil Engineer
Public Works Agency

KEY RFP DATES (Subject to change at discretion of City):

Issue Date:	Tuesday, October 19, 2021
Deadline for Requests for Information:	Tuesday, November 2, 2021
Proposal Due Date:	Tuesday, November 9, 2021 – 2:00 p.m.
Projected Award Date:	Tuesday, January 18, 2022

**Appendix
ATTACHMENT 1
SCOPE OF WORK**

**CITY OF SANTA ANA
REQUEST FOR PROPOSALS
FOR
WILLITS STREET SAFE ROUTES TO SCHOOL PROGRAM
RFP NO. 21-110**

INTRODUCTION/BACKGROUND

The Willits Street Safe Routes to School Program at three public schools in the City of Santa Ana will focus on Education, Encouragement, Enforcement, and Non-Construction Engineering components that are in accordance with best practices in Safe Routes to Schools. Students will participate in a total of twelve (12) workshops that provide education in safe urban cycling, a total of fifteen (15) basic bike mechanic skills workshops and a total of nine (9) group bike rides that will encourage ridership on bicycle infrastructure.

The Willits Street Safe Routes to School Program will educate students on safe urban cycling and basic bike repair skills. The program will encourage ridership by training students on how to ride on bike lanes individually and in groups. Once the program culminates, participating students will receive a certificate that identifies them as school bike ambassadors. Students will gain knowledge and experience related to bike safety measures and will be able to provide workshops to other students in their respective schools.

The consultant will work directly with the following schools: (1) Carr Intermediate, (2) Valley High School, and (3) Godinez High School and will use a multi-faceted approach to accomplish the objectives of pedestrian and bicycle safety as effective ways to commute to and from school. The consultant is encouraged to introduce new ideas and activities related to educating students, faculty, and parents about pedestrian and bicycle safety. Additionally, the consultant will be required to establish best practices available at the time of performing the tasks of this educational program in order to adopt and comply with the latest corresponding health department guidelines as they relate to COVID-19 pandemic. This program will be accomplished through the following tasks, which include but are not limited to:

Task 1: Safe Urban Cycling Workshops–

The consultant will be responsible for scheduling and conducting four (4) safe urban cycling workshops at each school for a total of twelve (12) workshops, over the two (2) year contract period for the Willits Street Safe Routes to School Program. The consultant will be required to provide the City of Santa Ana with a scope of educational activities and materials such as web resources, brochures, newsletters, and walking/biking safest route maps. Safe urban cycling workshops will be taught both in English and Spanish; these workshops are designed to increase bicyclist's safety awareness of common car/bike collisions, teach ways to prevent and avoid

crashes and collisions, and emphasize the importance of helmet use when riding a bicycle. Additionally, the rights and responsibilities of cyclists must be discussed during the Safe Urban Cycling Workshops and Group Bike Rides in order to help increase the number of cyclists riding safely and legally. The workshops will also offer students a theoretical explanation of vehicular cycling principles supported by relevant examples of safe cycling using audio/visual and group learning techniques. Students are required to complete the workshops prior to participating on the Group Bike Rides.

Task 2: Basic Bike Mechanic Skills Workshops–

Five (5) basic bike mechanic skills workshops will be conducted for each participating school for a total of fifteen (15) workshops, over the two (2) year contract period for the Willits Street Safe Routes to School Program. The main objective of these workshops is to teach and prepare students on how to respond in case of flat tires and/or any other bike mechanical issue. The consultant must provide instructional videos and educational materials related to repair and maintenance of bicycles; as well as hands-on opportunities to work on bicycles. The consultant will be required to inform students about the different locations of bicycle parking along the safe routes to school; as well as, to show how bicycles are safely locked. The completion of the Basic Bike Mechanic Skills workshops is also a prerequisite for attending the Group Bike Rides.

These workshops will provide practical application of the theoretical element to give each student fundamental knowledge and understanding of maintaining and repairing flat tires and bike mechanical issues in order to improve safety and prevent accidents. Following each workshop, surveys will be conducted to collect comments and ideas from both students and instructors to improve and expand future Safe Routes to School workshops. The data collected by conducting surveys will allow the City to monitor and evaluate objectives and results of its Bicycle and Pedestrian Initiatives.

Task 3: Group Bike Rides–

The selected consultant will be responsible for scheduling and conducting three (3) Group Bike Rides with participants from all three participating schools for a total of nine (9) group bike rides, over the two (2) year contract period for the Willits Street Safe Routes to School Program. The Group Bike Rides are opportunities to put into practice the knowledge gained during the Safe Urban Cycling and Basic Bike Mechanic Skills workshops. The main goal of this task is to encourage and increase safe youth bike ridership. Group Bike Rides will allow the consultant to teach and train students about Santa Ana City Complete Streets concepts, design, and safety policies and regulations. Riding bikes in groups will teach students how to properly ride on bike lanes, to identify safe bicycle routes and parking in the area, and to effectively respond in case of an emergency or bike mechanical issue. The consultant will be required to furnish and provide cones, vests, reflective gear, patch kits, and water bottles during the Group Bike Rides. Finally, the consultant will be in charge of conducting surveys after each group bike ride in order to collect data that shows students' input on how to improve and enhance the Santa Ana City's Safe Routes to School Program.

SPECIAL REQUIREMENTS (ATTACHMENT 4)

This project will utilize California Department of Transportation (Caltrans) funds and shall therefore comply with all state and federal requirements. The below referenced forms included in Attachment 4 (Additional Provisions) of the Appendix must be completed in their entirety and submitted with your proposal:

- LAPM Exhibit 10-H: Sample Cost Proposal
- LAPM Exhibit 10-O1: Consultant Proposal DBE Commitment
- LAPM Exhibit 10-O2: Consultant Contract DBE Commitment
- LAPM Exhibit 10-K: Consultant Certification of Contract Costs and Financial management System

Please reference Caltrans Local Assistance Procedure Manual, Consultant Selection, Chapter 10, for further instructions and guidelines pertaining to the completion of these forms: <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch10.pdf>

COMPLIANCE WITH REQUIREMENTS OF FUNDING AGENCY:

This agreement may be funded with state and/or federal grant funds administered by Caltrans. Proposer shall comply with all requirements as they pertain to the use of these funds. Refer to Attachment 4 for Caltrans required forms, including **Exhibit 10-H – Sample Cost Proposal** (H2 for On-Call Contracts) in the Appendix of this RFP.

DISADVANTAGED BUSINESS ENTERPRISES (DBE) GOAL:

The Agency has established a DBE goal for this Contract. Proposers are encouraged to obtain DBE participation for this contract. Refer to **Exhibit 10-I – Notice to Proposers DBE Information** included in the Appendix of this RFP. Proposers must submit **Exhibits 10-O1 & 10-O2 – Consultant Proposal & Contract DBE Commitment** to demonstrate compliance with Agency's DBE goal.

CONSULTANT AUDIT AND REVIEW PROCESS:

Prior to contract award and dependent on contract award amount, the selected Consultant shall be subject to an audit or review by Caltrans' Audit and Investigations (A&I), other state audit organizations, or the federal government. The selected Consultant shall complete **Exhibit 10-K – Consultant Annual Certification of Indirect Costs and Financial Management System** for all prime and sub-consultants in the Appendix of this RFP.

To independently download any of the Caltrans Exhibits required per this RFP, visit: <https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>

EXHIBIT B

November 9, 2021

City of Santa Ana

Willits Street Safe Routes to School Program





November 8, 2021

City of Santa Ana
Department of Public Works
Willits Street Safe Routes to School Program
20 Civic Center Plaza, M-43
Santa Ana, CA 92701

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 Santa Ana. A Safe Routes to School program of this caliber will be transformative for the students and the community. Our proposal strives to engage students through safe cycling educational programming to influence change in transportation habits among the students of the target schools. Our efforts will focus on providing students access to bicycles and the knowledge and enthusiasm to ride them safely, maintain them and encourage others to do so as well. These efforts will provide excellent opportunities for community engagement within the City and especially with community partners.

We have assembled an expert team of professionals that are poised to meet the demands of this project and ensure efficiency, maximum creativity and fun! Together, we have combined experience in education, encouragement, community outreach, data collection and evaluation. Each partner brings a unique skill set to the project: Walk 'n Rollers for project leadership, educational programming and student communications, Leslie Scott Consultants for logistics and outreach, Toole Design for advocacy and bike audit training and Jax Bicycles for on-site mechanical education.

We truly believe that active transportation is more than getting students out of cars and reducing traffic and pollution at school sites. Safe Routes to School programming also teaches children life skills such as responsibility, good decision making, time management and traffic and community awareness. And for this project, hands-on bike repair and safety skills, leadership as well as community engagement.

Our collaborative approach and experience working with school districts, city staff and other stakeholders provides a comprehensive program that will provide 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 students of Santa Ana 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.

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 Santa Ana.

Jim Shanman
Executive Director



November 8, 2021

City of Santa Ana
Department of Public Works
Willits Street Safe Routes to School Program
20 Civic Center Plaza, M-43
Santa Ana, CA 92701

CONTRACT AGREEMENT STATEMENT

We acknowledge receipt of the project RFP and amendments and concur with what is presented.

Our only concern is in regard to the requirement stipulated in Section 8, page A2-4 that states that sub contractors also must carry the same insurance liability as the prime contractor. We reserve the right to negotiate this clause on behalf of our subcontractors to the satisfaction of the client.

Jim Shanman
Executive Director

BACKGROUND

WALK 'N ROLLERS • WILLITS STREET SRTS PROGRAM

FIRM PROFILE

Walk 'n Rollers is a grass-roots, local non-profit organization focused on Safe Routes to School programming. Utilizing various education and engagement activities we have worked with government agencies, school districts and urban planning/environmental engineering firms on programs in Los Angeles, Orange and Riverside counties.

Since 2010, we have worked with students of all ages, from Pre-K through high school in a wide range of socio-economic communities throughout Southern California. We have collaborated with local government and school districts alike as well as organizations such as Southern California Association of Governments (SCAG), Orange County Transportation Authority (OCTA), LA Metro, CicLAvia, National Parks Service, YMCA and Los Angeles County Bicycle Coalition (LACBC). We have overseen and implemented city-wide SRTS programs in Orange County, Culver City and Pico Rivera, hosted hundreds of pedestrian and bicycle education events including Kids Bike Skills Workshops, Walk 'n Roll Festivals, Bike Repair Days and Group Rides. Our experience working in these diverse communities allows us to bring a unique level of education and encouragement-focused expertise.

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 a 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.

TYPES OF SERVICES

Safe Routes to School Programming
Bicycle and Pedestrian Safety Education
Community Bike Repair Days
Community Bike Repair and Re-Distribution
Walk Audits
Community Event Planning and Outreach

STAFF SIZE

1 full time employee
2 part time employees
Bicycle Safety Educators (LCIs) and Bicycle Mechanics contracted as needed

MAIN CONTACT/KEY PERSONNEL

Jim Shanman
Executive Director
310.204.4346
jim@walkmorebikemore.org

YEAR FOUNDED

2010, Non-profit incorporation, 2018
Federal Tax I.D. 82-5421547

PROJECT OFFICE LOCATION

8800 Venice Blvd., Suite 301
Los Angeles, CA 900034
Tel: 310.204.4346
Fax: 310.204.4304
www.walkmorebikemore.org

REFERENCES

Quang Nguyen
Senior Engineer,
Public Works Dept., City of Moreno Valley
951-413-3159; quangn@moval.org

Heba El-Guindy
Senior Engineer
Public Works Dept., City of Culver City
323-933-7754; Heba.El-Guindy@culvercity.org

Kyra Tao
Transportation Manager
Public Works Dept., City of Placentia
(714) 993-8121; ktao@placentia.org

BACKGROUND

WALK 'N ROLLERS • WILLITS STREET SRTS PROGRAM

PROJECT APPROACH

This section represents our understanding of what will be required to accomplish the required scope and tasks, including our general Work Plan, Quality Control and Cost Control efforts. A description for each task outlined in the scope and proposed timeline are included in the following section

WORK PLAN

Walk 'n Rollers takes great pains to provide an efficient and productive Work Plan. Collaboration is key and what drives our non-cookie cutter approach. We feel it is important to consistently gather input and adapt as necessary. 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.

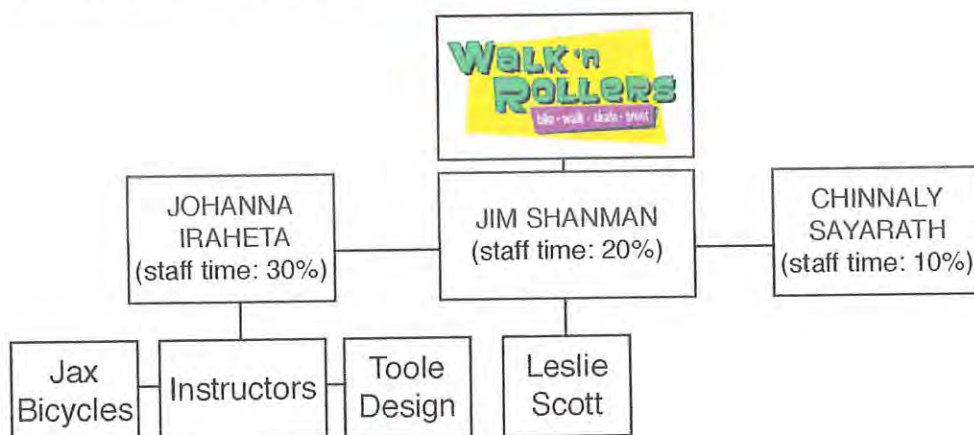
QUALITY CONTROL

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 AccountEdge, 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.

PROJECT ORGANIZATIONAL CHART



Walk 'n Rollers has for over 10 years encouraged people of all ages to be active through biking and walking more often. Primarily focused on Safe Routes to School programming, our education and encouragement messaging and outreach is effective with students from elementary school age through high school. We have hosted numerous bike safety classes for children, teens and adults, hundreds of bike skills workshops, dozens of group rides for people of all ages and community bike repair days in addition to our ongoing bike distribution program.

We are partnering with Leslie Scott Consulting, Jax Bicycle Shops and Toole Design. Working together, we will be able to outreach more effectively and efficiently provide workshops both in person or online as COVID restrictions dictate.

PROGRAM VISION

Through this opportunity we are looking to make a positive impact on students in four ways.

First, by providing educational opportunities to not only the students at the target schools but also the surrounding community.

Second, by providing low cost transportation options through the distribution of repaired bicycles.

Third, by teaching students to be advocates for change in their own community by attending our bike audit and advocacy workshops.

Fourth, by enhancing relationships with local community groups to ultimately provide bicycle repair and educational opportunities on a regular basis throughout Santa Ana and serving as a model program for the rest of Orange County.

The following proposal represents what we feel is an enhanced, comprehensive program, including additional classes and workshops, leadership training and an off-site facility to provide technical assistance to the greater community and students from other schools. The program progressively builds on itself culminating in an LCI seminar to further enhance

students' learning opportunities.

TASK 1: SAFETY WORKSHOPS

With new infrastructure regularly being built in and around Santa Ana, it is crucial a new generation of road users learns to be less car-centric and be encouraged to safely use the new facilities. The Bike Safety Workshops are essential in this regard.

In order to sufficiently reach the goals of the grant scope, we propose offering four workshops each year at each school for a total of 24 workshops (as opposed to the required 12). The additional workshops will allow for a more comprehensive series of progressive workshops, each building upon the previous class. When completed, students will not only receive a Certificate of Completion, but the series will have satisfied the Smart Cycling requirement of the League of American Bicyclists, allowing interested students to continue on to complete the League Cycling Instruction certification course offered at the end of this program. Students from the first year will be encouraged to return as mentors and teacher aids in the second year.

Workshops will be lead by staff LCI and taught in English and Spanish and include visual aids such as handouts, safety gear and videos. The goals of the workshops will be to increase bicyclist's safety awareness of common car/bike collisions, teach ways to prevent and avoid crashes and collisions, and emphasize the importance of helmet use when riding a bicycle.



WORK PLAN

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Walk 'n Rollers has been conducting bike safety classes and workshops for over ten years. In addition to the hundreds of students we have worked with, we conducted a refresher course for LCIs in Santa Ana in 2018 and delivered a series of Bike Safety Classes throughout Orange County in 2019, culminating with an LCI seminar, graduating six new instructors to the area.

Surveys will be conducted before and after the series of workshops to evaluate students knowledge of bike safety before and after attending classes.

Topics covered:

- Bike Selection
- Bike Fit
- Rights and Responsibilities of Cyclists
- Ride Preparation
- Helmet Awareness and proper Helmet Fitting
- Rules of the Road
- Group Riding
- Bike Handling Basics
- Night Riding Techniques
- Where to Ride
- Shifting Gears
- Bike Facilities
- Crashes and How to Avoid Them
- Hazards and Hazard Avoidance
- Emergency Riding Techniques

Deliverables: 4 workshops at each school, each year: 24 workshops in total

TASK 2: MECHANICS WORKSHOPS

Students who learn essential bike repair skills become self sufficient and community resources for friends and family in need. Additionally, bike repair workshops are stepping stones for additional vocational training in the bike industry and potentially new careers. Bike repair workshops are hands-on and empowering for students.

In order to sufficiently reach the goals of the grant scope, we propose offering four bike mechanic workshops each year at each school for a total of 24 workshops (as opposed to the required 15). The additional workshops will allow



for a more concentrated series of mechanic skills helping students develop a higher level of confidence as they learn to identify parts of a bike, diagnostics, troubleshooting, problem solving, appropriate tool usages, team work and collaboration. Upon completion, students will receive a Certificate of Completion, commemorating their efforts.

Working with a local organization, such as Latino Health Access or Jax Bicycles, workshops will be taught in English and Spanish. The main objective of these workshops is to teach and prepare students on how to respond in case of flat tires and/or any other bike mechanical issue and be able to teach others.

Walk 'n Rollers has several years of experience of bike repair and training experience. We have been repairing and redistributing bicycles for almost two years. We regularly train students in bike repair and bike advocacy during the build sessions. We have also overseen bike repair services at our events and other community events for ten years.

We propose conducting the Mechanic Workshops prior to the Safety Workshops in order for the students without a bike to select and repair a bike of their choosing. Upon completion of the course, the students will keep the bike they earned, allowing them to participate in the safety workshops and group rides.

Specific Skills Covered

- Types of Bikes
- Bike Anatomy

WALK 'N ROLLERS • WILLITS STREET SRTS PROGRAM

- Tubes and Tires including how to change an inner tube and how to fix a flat
- Bottom Brackets repair, including changing pedals and cranks
- Brake Evaluation, including different types of brakes, troubleshooting and replacement
- Drive Train, including derailleurs, shifters and chain, diagnostics, troubleshooting and replacement

Surveys will be conducted before and after the series of workshops to evaluate students knowledge of bike skills before and after attending classes.

Deliverables: 4 workshops at each school, each year: 24 workshops in total

TASK 3: GROUP RIDES

Learning bike safety skills and how to maintain your bike are great skills to master, but putting it all together in the real world is what turns students into cyclists and advocates.

We will provide nine group rides throughout the duration of the program. If the students in either year choose to host more rides we will re-allocate resources as much as possible to provide additional support.

The goal of the Group Rides is to encourage and increase safe youth bike ridership. But besides having fun, students will learn route planning, teamwork and advanced safety skills. Additionally, students will learn about where and



how to properly lock their bikes. They will develop confidence as they learn to safely navigate the streets in their community and to recognize cycling as a viable form of transportation and fitness, while exploring their own independence.

Walk 'n Rollers has been planning and leading group rides since our inception as they are an integral component to our Walk 'n Roll Festivals. Our ride leaders are well-versed in the latest safety skills and leadership training. We have successfully planned and led rides for students as well as adults, including night ride workshops, in groups as large as 100 riders.

Deliverables: 9 rides throughout the grant period with additional ride guidance provided as appropriate.

ADDITIONAL TASKS

BIKE AUDITS AND ADVOCACY WORKSHOPS

Learning about safe cycling improvements will be a tremendous next step for students in this program. For this reason, we are proposing adding Advocacy Training to the curriculum.

Toole Design will lead the team working with the students at the target schools to conduct a bike safety audit for each school as a vehicle to teach community outreach, education and advocacy.

While we look forward to adapting our approach based on the Project Management Team's input, our school audit process typically includes:

- A brief pre-arrival/dismissal meeting to discuss what direction students usually travel to/from school and review preferred bike routes to school.
- Observation of arrival or dismissal to identify problem areas
- A walk or bike ride of the area within ~1/2 mile around the school to determine potential barriers to biking to school
- A debrief meeting to share takeaways and work with the students to list priority locations for improvement, and to discuss education,

WORK PLAN

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encouragement and additional efforts that may be appropriate

- Training on how to bring this information to the City for implementation

We will develop a map and corresponding matrix of priority recommendations for each school and schedule a brief follow-up session with each audit team, to review the recommendations, assign priority, and list steps forward for resolution. Each year of the program, a workshop will train the students how to evaluate, analyze and report back what changes are needed for safer cycling. At the end of each year, the students will culminate their work by attending City Council meetings and advocate for change.

Deliverables: Up to 6 bike audits, list of student recommendations

LCI SEMINAR

To improve sustainability and create next generation advocates, we are proposing 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, providing another potential career path. The Seminar will also provide Santa Ana with new safety education leaders to improve and



enhance various programs such as the growing Safe Routes to School Program.

Deliverables: One, 3 day LCI seminar at location TBD

TEEN MOBILITY CENTER

Working with the three target schools and local champions, we propose not only offering safety and repair workshops on site at the schools, but also establishing a community Teen Mobility Center (TMC), staffed by high school students and overseen by our trained staff. The TMC will serve both as a community resource and training center, dovetailing nicely with the Santa Ana Parks Master Plan, providing educational opportunities for youth.

The TMC will also provide an alternative site for the workshops in the event students find it more convenient or need to make up a class during non-school hours. The TMC would also be open to other students from other schools to further expand the goals of the program.

The TMC will serve as a storage facility for used bikes and be fully stocked with parts, tools and supplies. The intent will be to train students to manage the TMC so it becomes self-sustaining and lives beyond the two year time frame of the grant and becomes a cornerstone of the Safe Routes to School Community.

A location for the TMC will be identified at the launch of the program. Possible locations could include any of the school locations, a nearby park, such as Centennial Regional Park or at a private property at a partner's location.



EXPERIENCE

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EXPERIENCE

WALK 'N ROLLERS

In addition to the hundreds of schools we have worked with in Orange, Los Angeles and Riverside Counties, we have worked with other organizations including: OCTA, Metro, Southern California Association of Governments (SCAG), CicLAvia, Los Angeles County Bicycle Coalition (LACBC), and Santa Monica Boys and Girls Club to promote active transportation via workshops, group rides, bike repair days and education and outreach events. To effectively promote these events, we employ all forms of media including printed fliers, online newsletters, social media, and word of mouth.

Walk 'n Rollers is currently working with OCTA on the Safe Routes to School STEP Program in conjunction with Alta Planning and Latino Health Access. The STEP program has provided us an opportunity to work with schools in Santa Ana, Placentia/Yorba Linda, Costa Mesa and Anaheim. Walk 'n Rollers also recently completed a six month pedestrian and bicycle safety program in Placentia. In 2018 We also worked with OCTA to provide a comprehensive pedestrian and bicycle safety program hosting several classes and LCI seminar as well as bicycle helmet and light distributions throughout the County.

Project List

City-wide Safe Routes to School Program, Culver City, 2013-2021

For eight years, Walk 'n Rollers filled the role of Safe Routes to School Coordinator, driving a city-wide program and establishing active transportation as a viable means for kids to transit to/from school without a car. The program has established ongoing relationships with seven schools of all levels, culminating in increases in bike and walk to school activity, regular walk to school days at five elementary schools and the middle school, and the establishment of a high school bike club.

From its infancy, the program has established



and maintained regular communications with SRTS volunteers, the school district, city staff and school administrators.

The program initiated a tracking system at all elementary schools, annually champions International Walk to School Day and National Bike to School Day events, Community Scavenger Hunts, Groups Rides, Bike Repair Days, Walk & Roll Festivals, Community Outreach Activities and support for each schools' active transportation projects.

Contact

Heba El-Guindy

Senior Engineer

Public Works Dept., City of Culver City

323-933-7754; Heba.El-Guindy@culvercity.org

OCTA STEP Program, 2020-2023

Two year program to engage up to 25 schools throughout Orange County, working with Alta Planning + Design and Latino Health Access. Walk 'n Rollers is responsible for developing encouragement and programming for a walk to school program with eight schools in Santa Ana, Costa Mesa, Westminster and Placentia/Yorba Linda.

Programming includes guidance for Walk to School Days, Walk & Roll Festivals, Pedestrian Safety Assemblies, school outreach and promotion of events as well as thought leadership guidance and consulting.

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Contact

Kristin Haukom

*Planning Associate, Alta Planning + Design
619.987.7977; kristinhaukom@altaplanning.com*

Pedestrian and Bicycle Safety Program, Placentia, 2021

Six month program funded by the Office of Traffic Safety (OTS) to create awareness of pedestrian and bicycle safety concerns throughout the City. Activities included developing safety-oriented outreach materials, pedestrian and bicycle safety workshops for adults and teens, a Community Bike Repair Day, Flat Fix Workshop, and Walk & Roll festival. Outreach included communications with all area schools, senior centers, youth groups, local service organizations and the Placentia Police Department.

Contact

Kyra Tao

*Transportation Manager
Public Works Dept., City of Placentia
(714) 993-8121; ktao@placentia.org*

Metro Adopt-a-Bike Program, 2021-22

LA Metro retrieves over 300 bikes/month from their transit system. Walk 'n Rollers is one of six organizations that collects, repairs and redistributes the bikes that remain unclaimed. Walk 'n Rollers has developed an efficient system that hires mechanics, trains student volunteers and works with local organizations for distribution of up to 100 bikes in a 12 month period.

Contact

Brett Thomas

*Principal Transportation Planner, LA Metro
213.922.7535; ThomasBA@metro.net*

Active Transportation Program, Moreno Valley, 2019-21

Develop, coordinate and deliver various education and encouragement activities to add value and support for recent infrastructure improvements throughout Moreno Valley. The

program strived to build on recent Safe Routes to School infrastructure improvements and engage students and families through development of safe pedestrian and bicycling habits. The program aimed to engage with 11 schools from elementary through high school. Activities included development of Walk to School Days at the elementary schools, production of a student developed Walk & Roll Festival at the middle school and creation of a safety PSA through the high school video production class.

COVID restrictions forced us to pivot mid-campaign and deliver alternative programming such as elementary school activity calendars and community bike repair days. A separate program to continue education efforts during Spring Camps in 2021 was later added by the Parks and Recreation department to further engage school-age children.

Contact

Quang Nguyen

*Senior Engineer,
Public Works Dept., City of Moreno Valley
951-413-3159; quangn@moval.org*

OCTA Bicycle Safety Program, 2019

This was an OTS-funded program to engage Orange County residents and increase awareness of safe pedestrian and bicycle habits. This six month, county-wide program included Bike Skills Classes, LCI Seminar and Operation Bright Lights and Operation Be Seen programs for community distributions of bike lights and helmets.

Walk 'n Rollers was responsible for the creation of all outreach materials, community outreach and promotion, procurement of materials, establishing appropriate multi-language curricula, and distribution of hundreds of helmets and lights and thousands of reflectors to pedestrians riding OCTA buses.

Contact

Paul Martin

949-697-7840; pmartin@markthomas.com

WALK 'N ROLLERS • WILLITS STREET SRTS PROGRAM

Bicycle Safety Education, Santa Ana, 2018

Walk 'n Rollers role in this program was to provide a refresher course to area LCIs and provide support for the LCI Seminar for new students.

Contact

Cory Wilkerson

*Active Transportation Program Manager, SCAG
213-236-1992; Wilkerson@scag.ca.gov*

TOOLE DESIGN

Toole Design has conducted infrastructure audits at over 500 schools around the U.S., and has helped communities turn ideas generated at school audits into built projects. One of our keys to success is having the right people at the table for the audit. For this project, that means starting with the students and having them experience the process of examining their community, reporting their findings and presenting them to the City for action. This approach will result not only in bike audits but also a cohort of champions who are primed to coordinate audits in their communities in the future.

Toole Design staff have extensive experience facilitating community street audits in the City of Santa Ana as well as experience coordinating with the school district as part of the OCTA SRTS Action Plan and prior work.

Project List

OCTA SRTS Action Plan

Toole Design led the development of Orange County's first ever Safe Routes to School Action Plan. This project involved coordinating a county-wide stakeholder and community engagement process, working directly with Orange County school districts and schools. Our team led a multi-pronged communications campaign for the Action Plan project, including developing a website, overseeing social media, and publishing newsletters and project updates. We led 10 walk audits at the top prioritized schools to pilot a Safe Routes to School toolkit deployment. We led the development and

facilitation of a countywide Stakeholder Advisory Committee, managing over 50 committee members through a participatory strategic planning process.

Contact

Peter Sotherlan

*Active Transportation Coordinator, OCTA
714.560.5386; psotherland@octa.net*

Alameda SRTS Program

Toole Design has led the Education and Outreach contract for the Alameda County Safe Routes to Schools Program (Alameda SRTS) for the Alameda County Transportation Commission since 2017. This is one of the largest SRTS programs in the United States with over 200 elementary, middle, and high schools included.

Toole Design's role on the Alameda SRTS includes overall program management and implementation for schools. We are responsible for the oversight of a team of non-profit site coordinators. The Toole Design and site coordinator team is 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.

Contact

Leslie Lara-Enrique

Associate Program Analyst, Bay Area Metro Center

415.778.5258; llara-enriquez@bayareametro.gov

San Pablo SRTS Master Plan

Toole Design is working with the City of San Pablo to develop the City's first ever Safe Routes to School Master Plan. Toole Design is evaluating safety and mobility conditions around ten schools San Pablo and will make

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recommendations for education, encouragement and engineering interventions.

This project is centered around virtual and in-person walk audits that will allow students, families, teachers, and principals to document their experience walking and biking to school. Toole Design is also providing the city with strategic guidance for Safe Routes to School programs that move away from enforcement and towards community-led engagement and accountability.

Contact:

Sarah Kolarik

*Environmental Program Analyst, City of San Pablo
510.215.3068; sarahk@sanpabloca.gov*

LESLIE SCOTT CONSULTANTS

Leslie Scott Consulting is a boutique transportation planning firm, led by the Principal, Leslie Scott. She has a portfolio of transportation projects in the public and private sectors throughout Southern California, specializing in transportation disciplines, including bicycle, pedestrian, transit and parking projects. Leslie Scott's area of expertise is in community engagement and outreach.

The consulting firm is operated as a sole proprietorship and is a certified Minority Business Enterprise (MBE) and Women Owned Business Enterprise (WBE).

Project List

West Hollywood Bicycle Master Plan Update Final, 2017

City of West Hollywood, West Hollywood, CA
Leslie Scott Consulting with Fehr & Peers and Melendrez; Leslie Scott Role – Public Workshops

Contact

Georgia Sheridan, Senior Planner, West Hollywood

323.848-6337; Gsheridan@weho.org.

SCAG Go Human Demonstration Projects

2018

Leslie Scott Consulting, KOA and National Safe Routes to School Partnership; Leslie Scott Role - Community and Event Planning

The Go Human events show case street improvements as part of community outreach. Leslie Scott is one of the lead consultants who oversaw the event planning from procuring materials, developing logistics plans to organizing interviews.

Contact

Deanna Dupuy, SCAG Assistant Regional Planner

213.236.1884; dupuy@scag.ca.gov

Long Beach Bicycle Boulevard 2010

KOA Corporation and Leslie Scott Consulting; Leslie Scott Role - Community Workshops, Stakeholder Interviews and Survey Questionnaire

Long Beach Bicycle Boulevard Vista Street Project was a result of a priority project recommendation from Long Beach Bicycle Master Plan. A major component of the project involved public outreach meetings which were coordinated by Leslie Scott Consulting, as part of the KOA consulting team. The public outreach for the Bicycle Boulevard, along Vista Street, included 3 public workshops with approximately 45 participants.

RContact

Sumire Gant, Transportation Manager, City (310) 570-6383;

SUMIRE.GANT@GMAIL.COM

WALK 'N ROLLERS - STAFF RESUME: JIM SHANMAN

Jim Shanman

jim@walkmorebikemore.org 310-204-4346

Summary

Jim Shanman is a parent and passionate advocate for active transportation who brings to every project a unique combination of local and regional experience, a focus on SRTS programming and desire for providing top level education experiences. Incorporates an understanding of how to build bridges between City Hall and School Districts and move projects forward in a collaborative process. And being a League Cycling Instructor (LCI), Jim's teaching experiences underscore Walk 'n Rollers' commitment to providing quality education experiences in all of Walk 'n Rollers' activities.

Education

Bachelor of Arts Degree, Fine Arts, CSUN, 1985

LCI Certification, March 2012

Comprehensive Bikeway Design 1.0 Certification, 2016 – Initiative for Bicycle and Pedestrian Innovation (ibpi)

Experience

Executive Director, Walk 'n Rollers

Since founding Walk 'n Rollers in 2010, Jim has led the organization's growth as both a respected partner and community advocate. Walk 'n Rollers provides education and encouragement activities in cities throughout Southern California focused on pedestrian and bicycle safety, safe routes to school programming and community engagement. Jim combines his enthusiasm with a skill set that includes education, leadership, and community activism in every project. Utilizing various activities including Kids Bike Skills Workshops, open streets events, walk audits and more, Walk 'n Rollers has worked with government agencies, school districts and urban planning/environmental engineering firms on programs in Los Angeles, Orange and Riverside counties.

Safe Routes to School Coordinator, Culver City September 2013 - October 2021

Developed a city-wide program establishing active transportation as a viable means for kids to tran-

sit to and from school safely without a car.

Established and maintains regular communications with SRTS volunteers, the school district, city staff and school administrators

Developing and promoting programs and activities and working with advisory committees as a consistent community voice.

Project Lead, Korea Town Block Party Open Streets Event, 2021

Responsible for coordinating all logistics for this one day, two block open streets event, funded through SCAG/OTS.

Project Lead, ST SmART Community Event, Sunland/Tujunga, 2021

Responsible for coordinating and hosting student creative visioning projects both online and in-person as well as all logistics for this one day community event. Coordinated Walk 'n Rollers-hosted Kids Bike Skills Workshop and helmet distribution.

Project Coordinator, Inland Empire

As part of a Southern California Association of Governments (SCAG) Go Human project in the Inland Empire (four cities, Summer 2018), Jim coordinated and led a series of community events and Walk Audits focused on building enthusiasm for active transportation and improving conditions around the Metrolink Station in Riverside. Four walking routes and bike routes were selected, scouted and mapped in preparation for the event.

Project Lead, Moreno Valley

Developed and a local SRTS program that engaged students of all educational levels and the greater community

Project Lead, Orange County Pedestrian and Bicycle Safety Education Program

Responsible for leading a team of staff and volunteers in pedestrian and bicycle safety encouragement programming. Project included leading Bike Education Classes, assisting with LCI Seminar, Leading pedestrian safety outreach and coordinating bike helmet and light giveaways.

WALK 'N ROLLERS - STAFF RESUME: JOHANNA IRAHETA

Johanna Iraheta

iraheta.johann@gmail.com (323) 326-3226

Summary

To develop my leadership abilities to promote growth and acclimate to the changing climate and diversity of culture within business, technology, and the world. My ideal work environment will promote health, growth, and opportunity to lead projects to add value to the company and involved partnerships.

Education

MA in Education, USC, LA, CA 2013

BA, Humanities, CSUN, LA, CA 2010

Specialties:

- Extensive background in developing, coordinating and executing direct services to multi-cultural and multiethnic communities throughout Los Angeles.
- Comprehensive experience in management of special projects, personnel and site maintenance management.
- Competent at community coalition building across local and state agencies, community organizations and partners.
- Highly experienced in creating leadership programs in civic advocacy, nature conservation, equitable food and mental health access.
- Bilingual in English and Spanish.No. 70: Service Organizations (SAS 70)
- Project Management

Walk 'n Rollers

LCI, Instructor, Ride Leader (contract basis)

January, 2017 - Present

Organizing rides and workshops, assisting with on site instructions and team management

Parks and Garden Steward Manager / Los Angeles Neighborhood Land Trust 2018-2020

Managed the operation and maintenance of 10 neighborhood parks and gardens serving San Fernando, Central Los Angeles and South Central Los Angeles.

- Organized and led staff trainings, team meetings and professional development classes inclusive to equity and community leadership for staff and community garden members.
- Conducted public relations activities and served as an advocate for equitable green space development to city councils, city departments and governmental agencies.
- Planned and coordinated all aspects of parks and gardens yearly calendar of activities and resource fair.

Program Director Youth Development and Education 2013-2020

- Co-founded and coordinated all facets of a youth-led leadership program in Los Angeles, including curriculum development, teaching, hiring and volunteer management.
- Assured programmatic and budgetary compliance of programs with funders and organizations.
- Created annual reports and grant proposals for program funding.

Social & Environmental Justice and the Arts

Program Coordinator / We Rise LA, LACDMH 2021

- Co-developed mental health events at local parks with various local educators, mental health advocates and agencies.
- Coordinated marketing, social media networks and project proposals.

Program Coordinator / Critical Mass Dance Company 2021

- Developed and managed mental health festival coordination, including communication with facilitators, vendors, technicians, state agencies and agency's board members and staff.
- Generated special project timeline, managed budget administration and day of event coordination.

WALK 'N ROLLERS - STAFF RESUME: CHINNALLY SAYARATH

Chinnally Sayarath

chinnally.sayarath@gmail.com 714.878.9292

Summary

To develop my leadership abilities to promote growth and acclimate to the changing climate and diversity of culture within business, technology, and the world. My ideal work environment will promote health, growth, and opportunity to lead projects to add value to the company and involved partnerships.

Specialties:

- Excel (Advanced Formulas, Tables & Formatting, Conditional Formatting, Advance Charting, Pivot Tables & Pivot Reporting, VBA & Macros, Data Tables, Simulations, & Solver)
- GRC (Governance, Risk Management, and Compliance)
- RSA (The Security Division of EMC²) Archer eGRC Suite System Administration and Module Design
- American Institute of Certified Public Accountants (AICPA) Statement on Auditing Standards No. 70: Service Organizations (SAS 70)
- Project Management

Walk 'n Rollers

Administration Specialist

January, 2021 - Present

Responsible for data entry, bookkeeping, bank reconciliations, employee timesheet tracking, financial planning and strategy

Center Operational Manager, Head Instructor Body & Brain Yoga & Health Inc.

**September 2017 - Present (4 years) Torrance,
Brea, & Cerritos, CA**

Head of operations, sales, and member care at various center locations. Instructed yoga and tai chi classes, for groups and privately for individual, or with offsite work wellness programs. Lead workshops for self growth and personal development. Consulted individuals and groups to lead healthier lifestyles, created and provided private training sessions for self confidence recovery

programs in health of body and mind. Trained other instructors for member care and teaching class.

Compliance Analyst

Banc of California

February 2017 - August 2017 (6 months) Monterey Park, CA

Analyzed processes and ensured processes were implemented and operating actively. Performed forensics for discrepancies in reports and established proper documented validations for access.

Center Operational Manager, Head Instructor Body & Brain Yoga & Health Inc.

**January 2013 - January 2017 (4 years) Torrance,
Brea, & Cerritos, CA**

Head of operations, sales, and member care at various center locations. Instructed yoga and tai chi classes, for groups and privately for individual, or with offsite work wellness programs. Consulted individuals and groups to lead healthier lifestyles, created and provided private training sessions for self confidence recovery programs in health of body and mind.

Project Manager

Intersection Creative Strategies

July 2011 - July 2012 (1 year) Santa Ana, CA

Assisted with project planning, documenting, gathering specs, following up with third parties, and scheduling. Helped director seek, create and establish engagements with non-profit entities.

Internal IT Auditor

CoreLogic

June 2008 - March 2011 (2 years 10 months) Santa Ana, CA



ROGER PELAYO

LOS ANGELES OFFICE DIRECTOR

PROFESSIONAL HIGHLIGHTS

Years of Experience: 14

Toole Design: 2021-Present

KOA Corp: 2007-2021

EDUCATION/ CERTIFICATION

Bachelor of Science,
Urban and Regional Planning
(Minor in GIS), Cal Poly
University-Pomona: 2007

OTHER RELEVANT EXPERIENCE

SCAG City of Santa Ana
Downtown Transit Zone
Complete Streets Plan,
Santa Ana, CA

City of Indio Safe Routes to
School Master, Indio, CA

SBCTA Safe Route to School
Phase II Project,
San Bernardino County, CA

Palm Springs Pedestrian
and Safe Routes to School
Plan, Palm Springs, CA

Rancho Cucamonga Safe
Routes to School,
Rancho Cucamonga, CA

Apple Valley Safe Routes to
School Master Plan,
Apple Valley, CA

Roger's experience spans a wide range of activities aimed at improving active transportation modes of travel and school area safety which included: leading walking audits, bilingual outreach efforts, developing engineering improvement plans, preparing grant applications, creating walking and bicycling route maps, and managing the development of strategic active transportation plans and Safe Routes to School plans. His 14 years in the transportation field has given him the opportunity to develop experience in sustainable transportation and its relationship to urban form, inclusive of pedestrian/bicyclist behavior, access to transit, and street and urban design research and practice.

SELECTED PROJECT EXPERIENCE

City of Rialto Safe Routes to School Program, Rialto, CA

As the Project Manager, Roger managed a team that conducted GPS enabled field work inventory that included school crossing locations, school warning signs, on-street parking restrictions, bicycle and pedestrian detection at nearby signals and beacons, traffic signal and flashing beacon locations, school pavement markings, missing sidewalk, and ADA ramps. He led a team that facilitated meetings at 29 schools to discuss concerns regarding existing infrastructure conditions, school safety, and school circulation patterns. Through this task, the team identified a number of engineering and operation improvements for enhancing the pedestrian and bicyclist environments and infrastructure and developed a recommended improvement plan with associated cost estimates. Roger developed a policy document to set forth uniform application and processing procedures to request traffic safety improvements or traffic control devices within school boundaries.

Montclair Safe Routes to School Plan, Montclair, CA

As Project Manager, Roger led a team in developing a Safe Routes to School Plan for all 9 elementary, middle, and high schools located within the City. The plan was based on three community workshops, walking safety assessments at each school, parent surveys, and input from a variety of stakeholders. The plan included an engagement campaign, fact sheets for each school, programming and implementation strategies; and detailed cost estimates. He oversaw all aspects of production and reviewed all deliverables by his team, attended PMT meetings, and presented the project to the planning commission.

Moreno Valley Safe Routes To School Program, Moreno Valley, CA

As the Project Manager, Roger led a team in revising the City's existing suggested routes to school maps (English and Spanish), based on input from walkability audits. The 12 suggested routes to school maps included walking and biking safety tips for students.

San Jacinto Safe Routes To School Program, San Jacinto, CA

As the Project Manager, Roger led a team in creating suggested routes to school maps (English and Spanish), based on input from walkability audits. The 11 suggested routes to school maps included walking and biking safety tips for students and were presented to the SRTS committee for adoption.



Leslie Scott
Consulting

Years 30 years



Featured Projects

Stakeholder Engagement,
Ontario Multimodal
Transportation Plan Study,
Multijurisdictions

Government Liaison for
Orange County Complete
Streets Initiative 38
Agencies, OC Council of
Governments

Community Organizer,
LADOT Safe Routes to
School Top 50 Schools

Symposiums

OC Planning Directors
Forum
Alliance for Healthy OC
Occidental College

Skills

Strategist
Government Liaison
Online Facilitation
Focus Groups

Education

Masters Degree, USC
Annenberg, Public
Relations

Bachelors Degree,
Occidental College, Urban
Studies

Employment

Leslie Scott Consulting
L.A. County Office
Education
Ekistic Mobility Consultants

LESLIE SCOTT, PRINCIPAL CONSULTANT RESUME

TRANSPORTATION STRATEGY EXPERT

Stakeholder Strategy, Consultant. - Build strategies with communities and government agencies to ensure stakeholder participation. Specialize in strategies that use focus groups, demonstrations, pop up events and online facilitation. Manage sensitive political issues for key projects including the Ontario Multimodal Transportation Center, West Hollywood Parking Mitigation and Honolulu Transportation Demand Management. 1993 – present.

Community Outreach, Consultant. - Build consensus with communities. Community based planning: public presentations, workshops, tours, interviews, etc. Projects include, San Bernardino Active Transportation Plan, Montclair Safe Routes to School/Active Transportation Plan, SCAG Go Human Campaign Workshops, Long Beach Bicycle Boulevard, Malibu Pacific Coast Highway Plan, etc. 1993 – present.

Government Relations Liaison, Consultant - Act as a government liaison between the prime consultant and agencies. Projects included the LADOT SRTS Top 50 Schools, Orange County Complete Streets Initiative 38 jurisdiction meetings, LA Metro Bike Transit Hub Technical Advisory Committee for 88 agencies, etc. 1991 – present.

TRANSPORTATION PLANNING

Project Specialist, Consultant – Transportation Planning consultant. Prepare planning documents, FTA triennial review, grant management, COVID measures, etc. Redondo Beach transit planning and operations for Beach Cities Transit. 2013 – present.

Program Implementation, Consultant - Implement and promote transportation demand management Agency programs include Santa Monica Rideshare, West Hollywood Multimodal Employee Program, LA County Office of Education Rideshare and Air Quality Management AQMD) Trip Reduction Plans. 1991 - present.

**EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: Walk 'n Rollers

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate 12.2 % OR

Home Office Rate _____ % and Field Office Rate (if applicable) _____ %

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * January 2022-Dec 2022

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:

- Total participation amount \$ 00.00 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1.
- Years of consultant's experience with 48 CFR Part 31 is 1.
- Audit history of the consultant's current and prior years (if applicable)

<input type="checkbox"/> Cognizant ICR Audit	<input type="checkbox"/> Local Gov't ICR Audit	<input type="checkbox"/> Caltrans ICR Audit
<input type="checkbox"/> CPA ICR Audit	<input type="checkbox"/> Federal Gov't ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: James Shanman

Title**: Executive Director

Signature: 

Date of Certification (mm/dd/yyyy): 11-9-2017

Email**: jim@walkmorebikemore.org

Phone Number**: 310-204-4346

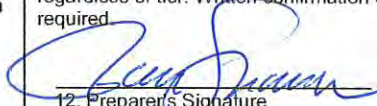
**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: *Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.*

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Santa Ana 2. Contract DBE Goal: 0.0%
 3. Project Description: Willits Street Safe Routes to School Program
 4. Project Location: Santa Ana, CA
 5. Consultant's Name: Walk 'n Rollers 6. Prime Certified DBE: ☐

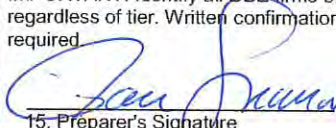
7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Local Agency to Complete this Section 17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ 20. Consultant's Ranking after Evaluation: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. _____ _____ _____		11. TOTAL CLAIMED DBE PARTICIPATION	0.0 %
IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.		12. Preparer's Signature:  James Shanman Executive Director	
13. Date: <u>11/09/2021</u> 15. Phone: <u>310-204-4346</u>		16. Preparer's Title: _____	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of Santa Ana 2. Contract DBE Goal: 0.0%
 3. Project Description: Willits Street Safe Routes to School Program
 4. Project Location: Santa Ana, CA
 5. Consultant's Name: Walk 'n Rollers 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: 180,000
 8. Total Dollar Amount for ALL Subconsultants: \$31,800 9. Total Number of ALL Subconsultants: 2

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Local Agency to Complete this Section		14. TOTAL CLAIMED DBE PARTICIPATION	\$
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			0.0 %
23. Local Agency Representative's Signature _____ 24. Date _____ 25. Local Agency Representative's Name _____ 26. Phone _____ 27. Local Agency Representative's Title _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  15. Preparer's Signature _____ 16. Date <u>11-9-2021</u> James Shanman 310-204-4346 17. Preparer's Name _____ 18. Phone _____ Executive Director 19. Preparer's Title _____	

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

Appendix
ATTACHMENT 3-1: NON-COLLUSION AFFIDAVIT
CERTIFICATIONS

NON-COLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY OF SANTA ANA DEPARTMENT OF PUBLIC WORKS

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the BIDDER declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any BIDDER or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER or any BIDDER, or to fix any overhead, profit, or cost element of the bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. BIDDERS are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 9 day of Nov, 2021, by James Shanman, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Astrid Moran
Notary Public Signature

Notary Public Seal



Appendix
ATTACHMENT 3-2: NON-LOBBYING CERTIFICATION
CERTIFICATIONS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant loan, loan or cooperative agreement, the undersigned shall complete and submit a "Disclosure of Lobbying Activities".

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Firm Walk 'n Rollers
Signed and Printed Name: James Shanman
Title Executive Director
Date 11-9-2021

Appendix
ATTACHMENT 3-3: NON-DISCRIMINATION CERTIFICATION
CERTIFICATIONS

The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

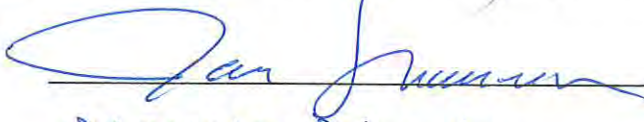
1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted

by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a sub-consultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.

8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended,

No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed:



Title:

Executive Director

Firm:

Walk'n Rollers

Date:

11-9-2021

