

**TOWN OF FAIRFAX
STAFF REPORT**

To: Mayor, Members of the Town Council
From: Michael Rock, Town Manager 
Date: March 7, 2012
Subject: Authorize the Town Manager to sign a Personal Services Agreement with Parisi and Associates for the Fairfax Bike Spine Project in an amount not to exceed \$25,000

RECOMMENDATION

Staff recommends authorizing the Town Manager to sign a Personal Services Agreement with Parisi and Associates for professional services needed to execute the Fairfax Bike Spine Project.

DISCUSSION

The Town needs a consultant for this project because there is not a registered traffic engineer on staff. David Parisi is a registered traffic engineer with detailed knowledge of traffic issues in the Town of Fairfax.

The Town applied for a competitive grant through Transportation of Marin (TAM) in late 2011 and was awarded \$110,000 at the end of last year to install improved signage and street markings for identified bicycle routes to school. The overall goal is to improve safety on our Town streets for student bicyclists and increase awareness of motorists who share the street with them. The street markings would include colored thermo-plastic markings for maximum visibility. This project description is considered Phase I of the Bike Spine Project. A subsequent phase would require another competitive grant process and possible award to map infrastructure improvements such as modifications to stop limit lines and possible parking restrictions.

FISCAL IMPACT

There is no fiscal impact to the General Fund. The grant funds will cover the entire cost of the Personal Services Agreement.

ATTACHMENTS

Exhibit A – Personal Services Agreement with Parisi and Associates

Exhibit B – Hourly Billing Rates for Parisi and Associates

Exhibit C – Project Description of Bike Spine Project with Map of Bike Spine Route

**PERSONAL SERVICES AGREEMENT
TOWN OF FAIRFAX**

THIS AGREEMENT is made and entered into this 8th day of March, 2012, by and between the Town of Fairfax (hereinafter referred to as "Town") and Parisi and Associates (hereinafter referred to as "Consultant").

RECITALS:

WHEREAS, Town desires to retain the services of Consultant to provide professional traffic engineering services to the Town, and specifically to assist the Town executing the Fairfax Spine Project ; and

WHEREAS, Consultant is qualified by virtue of experience, training, education and expertise to provide such services.

NOW, THEREFORE, Town and Consultant mutually agree as follows:

Section 1. Scope of Work.

The Consultant will prepare scaled aerial base plans for the designated bicycle boulevard. These plans will be used at a public workshop to gather community input, as well as to form the basis for the construction documents. The Consultant will assist the Town at a public workshop by presenting the proposed routing, the potential pavement markings and way finding signage, and gathering input. The Consultant will provide the Town verbiage to use to announce the public workshop.

After the public workshop, the Consultant will prepare preliminary engineering plans for the project. The plans will be prepared using the scaled aerial base maps. The plans will show the proposed locations for the pavement markings and the wayfinding signs. Details for these will be provided on the plans. Schedules for pavement marking and sign installation, as well as any removals, will be provided. Up to five sets of hardcopy plans will be provided to the Town.

Upon review by the Town, the Consultant will prepare the final plans, specifications and cost estimate for the project. The final plan set will include a cover sheet, construction notes, details and schedules. Up to ten sets of hardcopy plans will be provided to the Town.

Although no infrastructure changes such as intersection reconfigurations, curb changes or pavement modifications are contemplated for the boulevard, the Consultant will note potential locations that could be addressed as part of a future phase, if appropriate. It is assumed that one public workshop (as discussed above) will take place and the Consultant will attend a total of up to four project meetings. The plan set deliverables will include preliminary engineering plans and final plans. Any necessary environmental processing work would be prepared by the Town.

The Consultant will develop a promotional poster/flyer to promote the project. The Consultant will work with the Town and the local Safe Routes to School committee in the poster/flyer preparation. The Consultant will provide this in PDF format, and will

print up to 25 posters and 250 flyers.

Consultant shall work with the Town's Finance Director in preparing all financial statements and records for the purpose of preparing for the independent auditing firm to perform the Fiscal Year 2010/11 audit as described in the attached "Description and Scope of Services" and "Schedule of Hourly Rates".

Consultant warrants that all of its services shall be performed in a competent, professional and satisfactory manner and in accordance with the prevalent standards of its profession.

Section 2. Term.

This Agreement shall commence on March 8, 2012 and continue until terminated as provided in Section 14 herein.

Section 3. Compensation.

3.1 Rate Schedule.

Services provided by Consultant shall be billed to the Town at a not to exceed amount of \$25,000

Included within the above compensation are all the Consultant's expenses. No expenses of Consultant shall be chargeable to the Town without the prior written approval of Town.

3.2 Method of Payment.

Payment shall be made in compliance with the terms of the payment schedule set forth in the approved task order.

3.3 Records of Expenses.

Consultant shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at all times to Town.

Section 4. Independent Contractor; Indemnification.

It is agreed that Consultant shall act and be an independent contractor and not an agent or employee of Town and shall obtain no rights to any benefits which accrue to those agencies' employees.

When the services to be provided under this Agreement are "design professional" services to be performed by a design professional CONSULTANT shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless LOCAL AGENCY, and its employees, officials, agents and volunteers ("Indemnified Parties") for all claims, demands, costs or liability that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, employees, agents, in said performance of professional services under this Agreement,

excepting only liability arising from the sole negligence, active negligence or intentional misconduct of LOCAL AGENCY.

Other than in the performance of professional services by a design professional and to the full extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless LOCAL AGENCY and any Indemnified Parties, from and against any liability, (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, reasonable attorneys fees and expert witness fees), where same arises out of the performance of this Agreement by CONSULTANT, its officers, employees, agents, and sub-consultants, excepting only that resulting from the sole negligence, active negligence or intentional misconduct of LOCAL AGENCY, its employees, officials, or agents.

If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of one million (\$1,000,000) dollars to cover any claims arising out of the CONSULTANT's performance of services under this Agreement.

Section 5. Changes to Scope of Work.

Changes in the Scope of Work may occur from time to time, within the general framework of the Scope that has already been outlined. In the event of a change which exceeds the general framework as outlined in the Scope of Work as set forth in Section 1, the Parties hereto shall execute an addendum to this Agreement setting forth with particularity all terms of the new agreement, including but not limited to any additional Consultant's fees.

Section 6. Familiarity with Work.

By executing this Agreement, Consultant warrants that it has investigated the work to be performed and is capable of performing that work.

Section 7. Time of Essence.

Time is of the essence in the performance of this Agreement.

Section 8. Compliance with Law.

Consultant shall comply with all applicable laws, ordinances, codes and regulations of federal, state and local government.

Section 9. Conflicts of Interest.

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services contemplated by this Agreement.

Section 10. Copies of Work Product.

All reports submitted shall be in electronic reproducible format.

Section 11. Ownership of Documents.

All reports, information, data and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential to the extent permitted by law, and Consultant agrees that they shall not be made available to any individual or organization without prior written consent of the Town. All such reports, information, data, and exhibits shall be the property of the Town and shall be delivered to the Town upon demand.

Section 12. Insurance.

Consultant shall provide evidence of automobile insurance coverage reasonably acceptable to the Town prior to commencing work.

Section 13. Termination.

Town shall have the right to terminate this Agreement by giving thirty (30) days' advance written notice of termination to Consultant. Consultant shall be entitled to full payment for services performed prior to the effective date of termination

Section 14. Notice.

All notices shall be personally delivered or mailed to the below listed addresses, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process:

To Town: Town of Fairfax
 Michael Rock, Town Manager
 142 Bolinas Road
 Fairfax, CA 94930

To Consultant :
David Parisi
58 Alta Vista Ave.
Mill Valley, CA 94941

Section 15. Attorneys' Fees.

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which he may be entitled.

Section 16. Dispute Resolution.

In the event of a dispute arising between the parties regarding performance or interpretation of this Agreement, the dispute shall be resolved by binding arbitration under the auspices of the Judicial Arbitration and Mediation Service ("JAMS").

Section 17. Entire Agreement.

This Agreement constitutes the entire understanding and agreement between the parties and supersedes all previous negotiations between them pertaining to the subject matter thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

TOWN OF FAIRFAX

By: _____
Michael Rock, Town Manager

CONSULTANT

By: _____
David Parisi, PE, TE



2012 Hourly Billing Rates

Below are the hourly billing rates for Parisi Associates Transportation Consulting. These rates are fully burdened. All direct reimbursables will be at cost with no mark-ups.

Classification	Hourly Rate
Principal	\$182.50
Engineer II	\$157.50
Engineer I	\$135.00
Associate II	\$120.00
Associate I	\$100.00
Admin. Support	\$85.00

Project Information

1. Project Sponsor

Provide the name of the agency sponsoring the project.

Town of Fairfax

2. Project Title

50 character maximum length - the character count is in italics to the right of the input cell

Fairfax Spine Project

3. Project Description

750 character maximum length - the character count is in italics to the right of the input cell

Installation of improved signage and street markings for identified bicycle routes to school. The overall goal is to improve the safety of our Town streets for student bicyclists and increase awareness of motorists who share the road with them. The street markings would include colored thermo-plastic markings for maximum visibility. This project description is considered Phase I of the Fairfax Spine Project. A subsequent phase would involve mapping infrastructure improvements such as modifications to stop limit lines and possible parking restrictions.

4. Project Limits

750 character maximum length - the character count is in italics to the right of the input cell. If applicable, provide the names of each street, highway, or other facility with proposed improvements and the limits of the proposed improvements along each facility.

The Fairfax Spine Project runs through streets along the geographic center of Fairfax. A map depicting the route is attached.

5. Additional project information

Provide additional information related to the project for consideration during review of this application.

This grant request was the brain child of a group of interested community members, including Mayor Larry Bragman, Council Member John Reed, active community members Renee Goddard and Elaine Brown. The group was very fortunate to have the assistance of Traffic Safety Engineer David Parisi, who was able to consult with the group through Safe Routes to School funding. Issues to be considered for improved safety include incorporating a single direction for bicycle traffic, and accounting for sight lines, grades and usability by children, with safety being paramount.

6. Project maps

If available, provide a location map showing the location of the project in the region and an area specific map showing the project limits. Maps should be submitted electronically.

7. PSR

If available, provide a copy of the PSR or PSR Equivalent as part of a complete application package.

Funding

10. Funds requested

Provide the amount of funds requested for this Call for Projects. Include the phase and fiscal year associated with the requested funds. Provide the programmed amounts to the nearest thousand dollars. Federal funds require a local match of 11.47%. Please indicate in the Local Match column the potential source of the local match for federal funds. County TLC funds are limited to sponsors with PDAs.

Funds Requested (LSR, RBP, County TLC, TDA, TFCA, or leave blank if no preference)	Phase	Fiscal Year	Local Match for Federal Funds (Identify potential source(s))	Requested Amount
	Phase 1	FY 2011/12	Community members volunteered time to create	\$ 5,000
	Phase 2	FY 2011/12		\$ 10,000
	Phase 3	FY 2011/12		\$ 5,000
	Phase 4	FY 2012/13	Town Staff Labor as matching funds	\$ 85,000
	Phase 5	FY 2012/13		\$ 5,000
Total Funds Requested				\$ 110,000

11. Other funds programmed

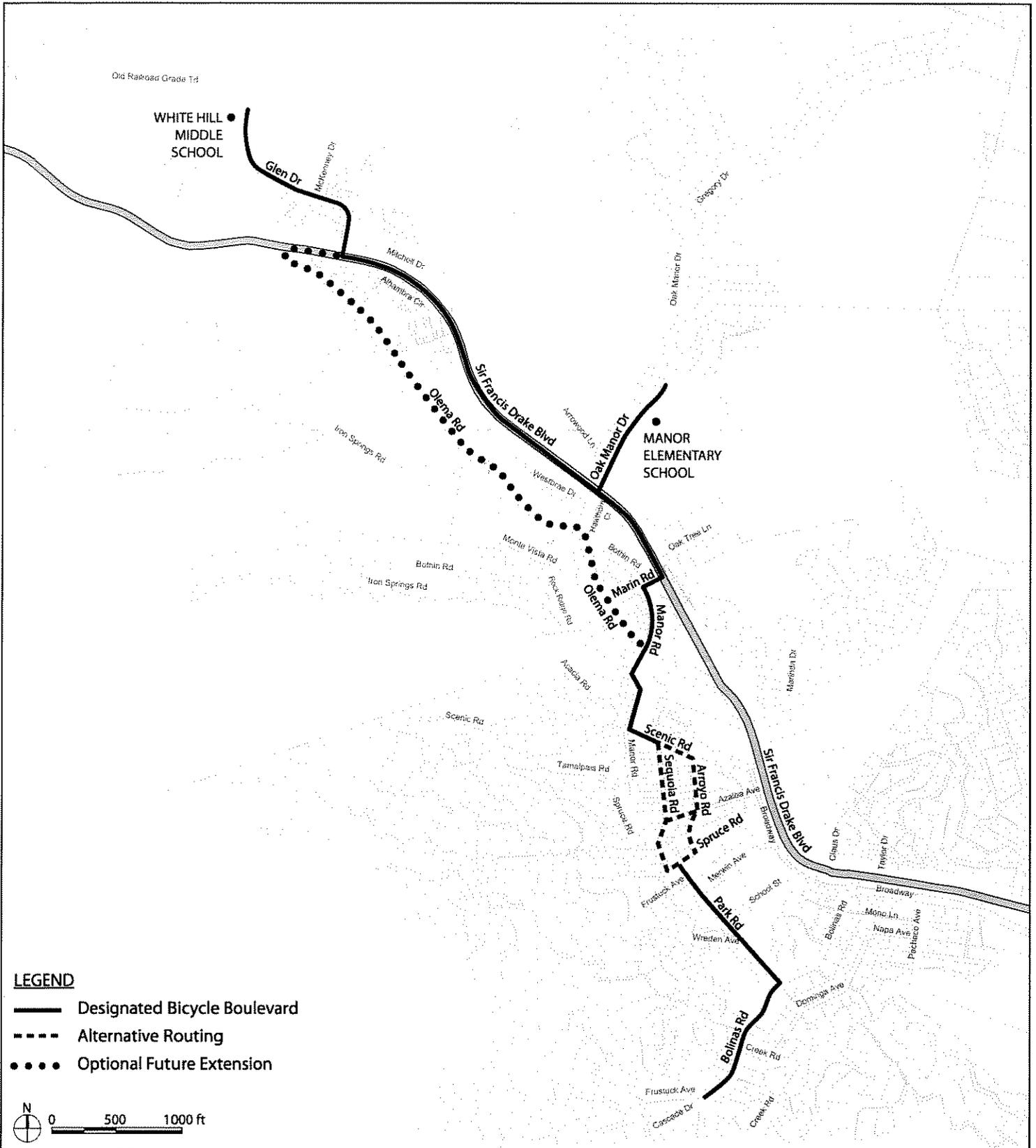
Provide the requested information related to any project funding currently programmed for this project. Be as specific as possible when entering the fund source. Include the phase and fiscal year associated with the currently programmed funds. Provide the programmed amounts to the nearest thousand dollars.

Source (TFCA, TDA, TE, Measure A, Local General Fund, etc.)	Phase	Fiscal Year	Status of Fund (Identify as secured or pending)	Programmed Amount
Existing Total Funds Programmed				\$ -

12. Additional current programming information

If applicable, provide additional information related to the funds currently programmed to the project in the space provided below. Include a list of factors or issues that may affect the availability of the programmed funds.

Not Applicable



Proposed Bicycle Boulevard

Fairfax, CA