



# TOWN OF FAIRFAX

## STAFF REPORT

### February 3, 2016

**TO:** Mayor and Town Council

**FROM:** Garrett Toy, Town Manager <sup>GT</sup>

**SUBJECT:** Approve Contract with Conservation Corps North Bay to perform work on pedestrian trails

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#### RECOMMENDATION

Authorize the Town Manager to execute an agreement with the Conservation Corps North Bay (CCNB) for a total not-to-exceed amount of \$28,000 to perform work on pedestrian trails.

#### DISCUSSION

Previously, the Town has contracted with CCNB to perform improvements on the upper Cypress Trail and Tamalpais to Tamalpais pedestrian trails. The improvements included widening and adding or replacing steps to make the trails easier to hike on. The Council's ad hoc "trail" subcommittee, consisting of Councilmember Coler and Vice-Mayor Reed, have discussed the next phase with the volunteers involved with trail improvements and recommends the Town proceed with this contract.

Attached to the agreement is the scope of work and a map showing the location of the Tamalpais to Scenic pedestrian trail. The trail is not passable at this time, but the improvements will make the trail usable for pedestrians.

While the proposed cost is approximately \$25,600, staff added approximately \$2,400 as a contingency for any changes required once the work has started in the field.

#### FISCAL IMPACT

The FY15-16 CIP budget allocated \$50,000 for pedestrian trail improvements (Fund 51-841) using a combination of Measure A Park funding from the County and the Town's Measure J funding.

#### ATTACHMENT

Agreement

**TOWN OF FAIRFAX**  
**AGREEMENT FOR PROFESSIONAL SERVICES (small projects)**

This Agreement is entered into as of \_\_\_\_\_, 201\_\_\_\_, between the Town of Fairfax ("Town") and Conservation Corp North Bay\_\_\_\_, ("Consultant").

1. Scope of Services; Compensation. The Scope of Services to be provided under this Agreement and the compensation to be paid Consultant are attached as Exhibit A. The compensation amount may not exceed \$ 28,000.

2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the Town, and no later than March 30, 2016.

3. Method of Payment. Consultant shall submit monthly billings to Town describing the work performed during the preceding month. Town shall pay Consultant no later than 30 days after approval of the monthly invoice by Town staff. When payments equal 90% of the maximum fee, no further payments shall be made until the final work under this Agreement has been accepted by Town.

4. Independent Contractor; Absence of Conflicts. It is understood that Consultant is acting as an independent contractor and not as an agent or employee of the Town. Consultant shall obtain no rights to retirement or other employee benefits.

Consultant (including principals, associates and other professionals) represents that it does not now have, nor will it acquire during the term of the Agreement, any investment or interest in real property, any source of income or other investment which would be affected by Consultant's performance. No person having any such interest shall perform services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant: (a) will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the Town or of any Town official, other than normal agreement monitoring; and (b) possesses no authority with respect to any Town decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

5. Indemnity; Insurance. Consultant agrees to defend, indemnify and hold harmless the Town, its officers, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including related costs and expenses), arising out of the performance of this Agreement, except for any such claim arising out of the sole negligence or willful misconduct of the Town, its officers, agents, employees or volunteers.

Consultant, at its own cost, shall maintain insurance as required and set forth on the attached Insurance Requirements.

6. Miscellaneous provisions.

a. Ownership of Documents. All plans, studies, documents and other writings prepared by Consultant under this Agreement, except working notes and internal documents, shall become the property of the Town upon payment to Consultant for the work, and the Town shall have the sole right to use the materials without further compensation to Consultant. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to Town upon written request. Consultant shall maintain documents and records related to this Agreement for a period of three years and shall make them available at Town's request.

b. Compliance with Laws; Licenses. Consultant shall use the standard of care in its profession and shall comply with all applicable laws. Consultant warrants that it has all licenses, permits, qualifications, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a Town of Fairfax business license.

c. Entire Agreement; Amendments. This Agreement constitutes the entire Agreement between the Town and Consultant. It may be amended only in writing, signed by both parties.

d. Litigation. This Agreement is governed by California law, and any action brought under this Agreement shall be held exclusively in a state court in Contra Costa County. If either party begins an action arising out of this Agreement, the prevailing party is entitled to its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

7. Termination. This Agreement may be terminated immediately for cause or by either party without cause upon 15 days' written notice of termination. Upon termination, Consultant is entitled to compensation for services performed to the date of termination.

**TOWN OF FAIRFAX**

**CONSULTANT**

\_\_\_\_\_  
Garrett Toy, Town Manager

\_\_\_\_\_  
Title: \_\_\_\_\_

Insurance approved \_\_\_\_\_ (initial)  
by Town

Business License # \_\_\_\_\_

Attachments: Insurance Requirements (reverse side); A. Scope of Services and Compensation

**ATTACHMENT 1**

**Insurance Requirements: Professional Services Agreement (from Agreement, paragraph 5)**

a. General. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the Town at least 30 days prior to such change. The insurer shall agree to waive all rights of subrogation against Town, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for Town.

If the Consultant does not have any employees, he or she shall initial this Certificate of Exemption from Workers' Compensation Insurance: I hereby certify that in the performance of the work for which this Agreement is entered into, I shall not employ any person in a manner so as to become subject to the Workers' Compensation Laws of the State of California.

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

ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than \$2,000,000 combined single limit for each occurrence.

b. Policy Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. The Town of Fairfax, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects the Town, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the Town, including any self-insured retention the Town may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its elected or appointed officers, officials, employees, agents or volunteers.

v. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after 30 days written notice has been received by the Town.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Town. At the Town's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance and Endorsements. Consultant shall provide certificates of insurance with original endorsements to Town as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the Town on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the Town at all times during the term of this Agreement.

# PROPOSAL

12/9/2015

## CONSERVATION CORPS NORTH BAY

CONTRACTORS LIC. #690064  
27 Larkspur Street, San Rafael, CA 94901

and

## City of Fairfax

### *Scope of Work*

Conservation Corps North Bay will supply to **City of Fairfax** a supervised crew of Corpsmembers to work on the following areas to improve trail conditions:

#### "Tamalpais to Scenic" Trail

CCNB crews will construct approximately 25 steps from Tamalpais Rd uphill to "manhole cover", and approximately 130 steps from the "manhole cover to Scenic Dr. on the upper trail. CCNB crews will use pressure treated 6x8" timbers using rebar reinforcements to create "front step" style stairs; box step construction will not be used in order to save labor and materials costs.

Labor 12 days @ \$1,708.00 per day)	\$20,496.00
Materials (lumber, rebar)	<u>\$5,140.00</u>
Subtotal:	<b>\$25,636.00</b>

**Total Estimate for trail improvements: \$25,636.00**

### **Fiscal Display**

Charges are based on a labor rate and materials and equipment expenses as follows and as required: Dump truck, \$300; Bobcat, \$200; Extra vehicle, \$150 per day; Chipper, \$350. Disposal costs and materials are billed at cost plus 10% handling. The hourly labor rate is \$30.75 per Corpsmember hour and \$59.75 per Supervisor hour. A typical crew of **5 Corpsmembers and 1 Supervisor is \$1,708.00 per day** plus expenses. Billing includes travel time to and from the CCNB Center.

Labor and services will be provided until total costs equal **contract total** or the scope of the work is completed, whichever comes first. Actual daily costs may vary due to attendance. This proposal is valid for two months.

# Google Maps

