




TOWN OF FAIRFAX

STAFF REPORT

December 4, 2019

TO: Mayor and Town Council

FROM: Garrett Toy, Town Manager 

SUBJECT: Authorize the Town Manager to execute an agreement with the County of Marin to make traffic signal improvements for the Sir Francis Drake/Claus and the Sir Francis Drake/Willow intersections pursuant to a grant awarded to the County

RECOMMENDATION

Authorize the Town Manager to execute an agreement with the County of Marin to make traffic signal improvements for the Sir Francis Drake/Claus and the Sir Francis Drake/Willow intersections.

DISCUSSION

In August of 2018, the County of Marin applied for the Highway Safety Improvement Program (HSIP) on behalf of eleven local jurisdictions within the County to fund traffic signal improvements at 51 locations along Sir Francis Drake Blvd. that were identified in a Marin County Systemic Safety Analysis Report. For Fairfax, two traffic signals will be upgraded at the following locations:

- Sir Francis Drake Blvd. and Claus
- Sir Francis Drake Blvd. and Willow Ave.

The work will include adding pedestrian countdown heads, Accessible Pedestrian Signal (APS) push buttons that communicate when to cross the street in a non-visual manner such as audible tones, and lead pedestrian interval phasing (LPI) microchips which allows us to program traffic signals to minimize conflicts between pedestrians crossing a roadway and left or right turning vehicles. LPI's give the pedestrian the WALK signal 3-7 seconds before the motorists are allowed to proceed through the intersection.

The County of Marin will be the lead and responsible agency to compete all design services, bid and awarding the project, and for managing the construction phase until project completion. Town staff will be involved in the review and approval for final designs to ensure compliance with Town standards. Maintenance and operation of all installed hardware will be the responsibility of the Town's Public Works Department.

The HSIP grant is a federal grant. Having the Town of Fairfax apply for and administer a federal grant for only two signals would be cost prohibitive and not be practical for individual jurisdictions within the county to seek this type of funding. However, the County of Marin has recognized this challenge and applied for federal funding on behalf of all jurisdictions within Marin in order to have an economy of scale in which more work can be accomplished under one grant. This Agreement is necessary to allow the County to perform the improvements listed above in Fairfax.

FISCAL IMPACT

None

ATTACHMENT

Agreement

AGENDA ITEM # 13

AGREEMENT

COUNTY OF MARIN AND TOWN OF FAIRFAX
JOINT CYCLE 9 HIGHWAY SAFETY IMPROVMENT PROGRAM
SIGNALIZED INTERSECTION IMPROVEMENT PROJECT

THIS AGREEMENT, made and entered into this _____ day of _____ 201__, by and between the COUNTY OF MARIN, hereinafter referred to as “COUNTY” and the TOWN OF FAIRFAX, hereinafter referred to as “TOWN,” both of the State of California;

WITNESSETH:

WHEREAS, the purpose of the Highway Safety Improvement Program (HSIP) is to achieve a significant reduction in traffic fatalities and serious injuries on all public roads, including non-State-owned public roads and roads on tribal land; and

WHEREAS, the HSIP is one of the core components of the federal transportation bill, “Fixing America’s Surface Transportation Act (FAST)” (Section 148 of Title 23), enacted on December 4, 2015; and

WHEREAS, HSIP funds are eligible for work on any public road that improves safety and twenty-eight eligible project categories were identified in FAST; and

WHEREAS, COUNTY, in coordination with the Marin County Public Works Association and the eleven Marin County cities and towns, completed the 2018 Marin County Travel Safety Plan and Systemic Safety Analysis; and

WHEREAS, COUNTY, in coordination with the Marin County Public Works Association and the eleven Marin County cities and towns applied for a HSIP Cycle 9 grant to install safety improvements at 51 signalized intersections through the Marin County region; and

WHEREAS, based upon a review of existing and predicted fatal and serious injury collision locations, the grant application included proposed improvements at 51 signalized intersection improvement locations such as pedestrian countdown heads, pedestrian push buttons, 12” LED signal heads, signal head back-plates and advanced dilemma detection zones; and

WHEREAS, the Marin County Joint Cycle 9 HSIP Signalized Intersection Improvement Project grant application was selected with a designated grant award of \$2,800,300; and

WHEREAS, both COUNTY and TOWN are desirous of performing intersection improvements and related work within their respective jurisdictions; and

WHEREAS, it is recognized that it would be advantageous to both COUNTY and TOWN to complete their respective intersection improvements through a combined project (PROJECT) to be administered by COUNTY for work within each jurisdiction; and

WHEREAS, the same consultant for both TOWN and COUNTY will prepare the plans specifications, and estimates, and shall provide construction management services for the PROJECT; and

WHEREAS, the same contractor for both TOWN and COUNTY will construct/install the proposed improvements as per the approved plans for the PROJECT; and

WHEREAS, COUNTY shall be responsible for administering the Joint Cycle 9 HSIP Signalized Intersection Improvement Project grant and through the grant shall be responsible for the cost of administration, construction and construction management services for the portion of the Project that is within each of their respective jurisdictions; and

WHEREAS, TOWN shall be responsible for ongoing future maintenance for improvement completed within their jurisdiction once the improvements have been completed.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS CONTAINED HEREIN, the parties hereto do hereby agree as follows:

A. COUNTY Shall:

1. Incorporate the plans and specifications, approved by all regulatory agencies, for TOWN's intersection improvements and related work into COUNTY's own counterpart project.
2. Comply with the provisions of the Public Contracting Code, including advertising for bids, receiving and open bids, and awarding a contract or rejecting all bids for the PROJECT to the lowest qualified bidder.
3. Have the right to reject all bids for the PROJECT.
4. Administer TOWN's and COUNTY's portion of the construction contract and thereby provide services at COUNTY's sole discretion to include oversight of consultants, contractors, and accountings.
5. Be the liaison with the consultant preparing Plans, Specifications, and Estimate for both COUNTY's and TOWN's portions of the PROJECT.
6. Be the liaison with the construction contractor and COUNTY will keep TOWN updated with any changes within their jurisdiction.
7. Administer all Joint Cycle 9 HSIP Signalized Intersection Improvement Project Change Orders arising for work within COUNTY's and TOWN's portion of the PROJECT.
8. Review Change Orders initiated by the Contractor for the work located within the portion of TOWN PROJECT and confer with TOWN to determine merit of requests for Change Orders within TOWN's portion of the PROJECT. County as administrator of the

consultant contract shall make the final change order decision after conferring with the TOWN.

9. Indemnify, defend and hold harmless TOWN, its officers, agents and employees from and against any and all claims and losses whatsoever arising out of or connected with the COUNTY'S negligent performance of this Agreement by act or omission, or by willful misconduct, or by intentional failure to perform hereunder.

B. TOWN Shall:

1. Provide timely review of all proposed draft improvement plans and specifications.
2. Provide to COUNTY, prior to the bid, approval of the plans, specifications and estimate for the portion of the PROJECT within TOWN's jurisdiction designed by a consultant as described in A.5, which will be incorporated in the bid documentation. All documentation shall comply with all appropriate, local, state and federal practices.
3. Provide timely review of all proposed Change Orders within TOWN's portion of the PROJECT so that construction may progress without delay or additional cost, and provide in a timely manner a written Change Order recommendation (approval or disapproval) to COUNTY.
4. For Change Orders for which TOWN recommends approval and for which COUNTY determines would not be funded by the Joint Cycle 9 HSIP Signalized Intersection Improvement Project funds, TOWN agrees to pay for the Change Order within 30 days of an invoice from COUNTY.
5. Provide COUNTY a no-cost encroachment permit or other document to allow work on TOWN facilities, to the satisfaction of the TOWN.
6. Indemnify, defend and save harmless COUNTY, its officers, agents and employees from and against any and all claims and losses whatsoever arising out of or connected with the TOWN'S negligent performance of this Agreement by act or omission, or by willful misconduct, or by intentional failure to perform hereunder.
7. Provide timely review of final punch list provided by COUNTY and provide final acceptance of work in TOWN jurisdiction so that construction and project closeout may progress without delay.
8. Maintain all improvements within TOWN jurisdiction in accordance with local, state and federal funding requirements and acknowledge and accept full control, ownership, and maintenance responsibility for the improvements located in TOWN.

C. REPRESENTATIVES:

Eric Miller, Principal Civil Engineer is the representative of COUNTY and will administer this Agreement for the COUNTY. _____, Director of Public Works, is the authorized representative for TOWN. Changes in designated representatives for either party shall occur only by advance written notice to the other party.

D. MISCELLANEOUS

1. Any dispute or claim in law or equity between COUNTY and TOWN arising out of this Agreement shall be resolved by formal negotiation between parties. If no resolution is achieved by formal negotiations an arbitrator mutually chosen and paid for by both parties shall arbitrate the dispute.
2. Should any part of this Agreement be declared unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decisions shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect; provided that the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.
3. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
4. This Agreement may be modified at any time by mutual consent of the parties hereto.
5. This Agreement is governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

COUNTY OF MARIN

TOWN OF FAIRFAX

By: _____
Director of Public Works

By: _____
Town Administrator

ATTEST:

By: _____
Town Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
County Counsel

By: _____
Attorney for the Fairfax