TOWN OF LOS GATOS
COUNCIL MEETING AGENDA
SEPTEMBER 16, 2025
110 EAST MAIN STREET AND TELECONFERENCE
TOWN COUNCIL CHAMBERS
7:00 PM

Matthew Hudes, Mayor
Rob Moore, Vice Mayor
Mary Badame, Council Member
Rob Rennie, Council Member
Maria Ristow, Council Member

IMPORTANT NOTICE

This is a hybrid meeting and will be held in-person at the Town Council Chambers at 110 E. Main Street and virtually through Zoom Webinar (log-in information provided below). You may watch the Council meeting without providing public comment on Comcast cable channel 15 or at www.LosGatosCA.gov/TownYouTube. Members of the public may provide public comments for agenda items in-person or virtually by following the instructions listed at the end of the agenda.

To watch and participate via Zoom, please go to:
https://losgatosca-gov.zoom.us/j/86730363468?pwd=pfKQoh92JnbwOYwFvZqIdSSWpjxYoK.1
Enter Passcode: 577971

CALL MEETING TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PRESENTATIONS

i. Santa Clara County: Impact of Federal Budget Cuts to Residents

CONSENT ITEMS *(Consent Items are considered routine Town business and may be approved by one motion. Any member of the Council may remove an item from the Consent Items for comment and action. Members of the public may provide input on any or multiple Consent Item(s) when the Mayor asks for public comments on the Consent Items. If you wish to comment, please follow the Participation Instructions located at the end of this agenda. If an item is removed, the Mayor has the sole discretion to determine when the item will be heard.)*

1. **Approve the Minutes of the September 2, 2025, Town Council Closed Session Meeting.**
RECOMMENDATION: Approve the Minutes of the September 2, 2025, Town Council Closed Session Meeting.

2. **Approve the Minutes of the September 2, 2025, Town Council Meeting**.
RECOMMENDATION: Approve the Minutes of the September 2, 2025, Town Council Meeting.

3. Receive the Monthly Financial and Investment Report for July 2025

RECOMMENDATION: Receive the Monthly Financial and Investment Reports for July 2025.

4. Authorize the Town Manager to Execute the First Amendment to the Agreement with the Rotary Club of Los Gatos Regarding their Donation of an "Oak Grove" at Live Oak Manor Park

RECOMMENDATION: Authorize the Town Manager to Execute the First Amendment (Attachment 1) to the agreement with the Rotary Club of Los Gatos regarding their donation of an "Oak Grove" at Live Oak Manor Park.

5. Authorize the Town Manager to Execute an Agreement for Services with DLR Group and Make Associated Budget Adjustments

RECOMMENDATION: Authorize the Town Manager to execute an agreement for services (Attachment 1) with DLR Group in an amount not to exceed $98,100 for an assessment of the Police Operations Building (Legacy CIP No. 821-2404, New Project No. 4118735); and authorize an expenditure budget increase in the amount of $23,100 from the available General Fund Appropriated Reserves.

6. Authorize the Town Manager to Execute a Notice of Completion for the 2025 Annual Curb, Gutter and Sidewalk Maintenance Project (Legacy CIP No. 813-9921, New Project No. 4118120) and Authorize Staff to Record the Notice of Completion

RECOMMENDATION: Accept the 2025 Annual Curb, Gutter and Sidewalk Maintenance Project (Legacy CIP No. 813-9921, New Project No. 4118120) and authorize the Town Manager to execute a Notice of Completion; and direct staff to record the Notice of Completion.

7. Take Actions to Proceed with Executing an Agreement for Construction Services with Casey Construction, Inc. to Complete the Annual Storm Drain Improvements: Vasona Storm Drain Replacement (Phase 1) (Legacy CIP No. 25-816-0420; New Project No. 4618304, 4628305, 4638306)

RECOMMENDATION: Authorize the Town Manager to award and execute a public works contract with Casey Construction, Inc. (Attachment 1) in the amount of $101,052 for the Annual Storm Drain Improvements Project: Vasona Storm Drain Replacement (Phase 1) (Legacy CIP No. 25-816-0420; New Project No. 4618304, 4628305, 4638306); authorize the Town Manager to execute change orders in an amount not to exceed $15,158 which represents fifteen percent (15%) of the contract award amount for a total contract amount not to exceed $116,210; approve the project construction documents per Government Code 830.6 – Design Immunity; and find this project to be Categorically Exempt under Section 15302(c) (replace or reconstruct existing utility systems or facilities) of the California Environmental Quality Act.

8. **Authorize the Town Manager to Purchase Replacement Police Department Mobile Data Computers from CDCE Incorporated for an Amount Not to Exceed $130,000.00**
RECOMMENDATION: Authorize the Town Manager to purchase replacement Police Department Mobile Data Computers (MDCs) from CDCE Incorporated for an amount not to exceed $130,000.00. The purchase will be made utilizing available budgeted funds through a cooperative purchasing agreement.

9. **Authorize the Town Manager or Designee to Enter into a Legal Services Agreement for Fiscal Year (FY) 2025-26 with the law firm of Goldfarb & Lipman for Land Use Counsel in an Amount Not to Exceed $100,000 and Amend the Goldfarb & Lipman Agreement (Term 07/21/2022 to 6/30/ 2025) to add $1,938.73**
RECOMMENDATION: Authorize the Town Manager or designee to enter into a Legal Services Agreement for FY 2025-26 with the law firm of Goldfarb & Lipman for land use counsel in an amount not to exceed $100,000, and amend the Goldfarb & Lipman Agreement (Term 07/21/2022 to 6/30/ 2025) to add $1,938.73.

10. **Adopt an Ordinance Amending Chapter 14, "Licenses and Miscellaneous Business Regulations," Article V, "Police Alarms," of the Town Code to Require Alarm Permits for Residences and Render Residential False Alarms Subject to Penalties**
Ordinance Title: An Ordinance of the Town Council of the Town of Los Gatos Amending Article V, "Police Alarms," of Chapter 14, "Licenses and Miscellaneous Business Regulations," of the Town Code
RECOMMENDATION: Adopt an Ordinance Amending Chapter 14, "Licenses and Miscellaneous Business Regulations," Article V, "Police Alarms," of the Town Code to Require Alarm Permits for Residences and Render Residential False Alarms Subject to Penalties.

VERBAL COMMUNICATIONS *(Members of the public are welcome to address the Town Council on any matter that is not listed on the agenda and is within the subject matter jurisdiction of the Town Council. The law generally prohibits the Town Council from discussing or taking action on such items. However, the Council may instruct staff accordingly. To ensure all agenda items are heard, this portion of the agenda is limited to 30 minutes. In the event additional speakers were not heard during the initial Verbal Communications portion of the agenda, an additional Verbal Communications will be opened prior to adjournment. Each speaker is limited to no more than three (3) minutes or such time as authorized by the Mayor.)*

PUBLIC HEARINGS *(Applicants/Appellants and their representatives may be allotted up to a total of five minutes for opening statements. Members of the public may be allotted up to three minutes to comment on any public hearing item. Applicants/Appellants and their representatives may be allotted up to a total of three minutes for closing statements.)*

11. **Consider a Request for Approval to Modify Planned Development Ordinance 1281 to Increase the Maximum Floor Area Ratio (FAR) and Lot Coverage for Property Zoned R-M:5-12:PD. Located at 130 Vasona Oaks Drive. APN 424-42-008. Exempt Pursuant to CEQA Guidelines, Section 15061 Review for Exemption (b)(3). Planned Development**

Amendment Application PD-25-002. Applicant: Elad Batito, Green Bay Remodeling Inc. Property Owner: Ken MacDonald. Project Planner: Samina Merchant.
Ordinance Title: An Ordinance of the Town Council of the Town of Los Gatos Repealing and Replacing Planned Development Ordinance 1281 Establishing Development Standards and Allowable Uses for Lots within the Planned Development Overlay Zone Relative to the Maximum Floor Area Ratio and the Maximum Lot Coverage Allowed on Lot 8 in the Vasona Oaks Subdivision at Vasona Oaks Drive.
RECOMMENDATION: Accept the Planning Commission's recommendation and introduce a new Ordinance repealing and replacing Planned Development Ordinance 1281 to increase the maximum floor area ratio (FAR) and lot coverage for property zoned R-M:5-12:PD, located at 130 Vasona Oaks Drive.

OTHER BUSINESS *(Up to three minutes may be allotted to each speaker on any of the following items.)*

12. **Authorize the Town Manager to Execute a Fourth Amendment with HdL Companies for Business License Discovery and Compliance Audit Services, Sales and Use Tax Management and Audit Services, and Transient Occupancy Tax (TOT) Audit Services with a Total Contract Not to Exceed of $451,500 plus CPI; and Approve a Resolution Granting a Waiver of Business License Late Fee Penalties for Businesses Undergoing the Business License Discovery and Compliance Audit Process.**
RECOMMENDATION: Authorize the Town Manager to execute a Fourth Amendment with HdL Companies for Business License Discovery and Compliance Audit Services, Sales and Use Tax Management and Audit Services, and Transient Occupancy Tax (TOT) Audit Services with a Total Contract Not to Exceed of $451,500 plus CPI; and approve a resolution granting a waiver of Business License late fee penalties for businesses undergoing the Business License Discovery and Compliance Audit process.

13. **Wildfire and Emergency Management Initiatives Update and Adopt the Updated Emergency Operations Plan**
RECOMMENDATION: Receive an update on emergency preparedness initiatives and adopt a resolution approving the updated Emergency Operations Plan (EOP).

14. **Adopt a Resolution to Modify Town Council Policy 1-08: "Transportation Impact Policy" to Update the Project List, Modify Charges for Affordable Housing and Allow for Charges on Accessory Dwelling Units in Excess of 750 Square Feet**
RECOMMENDATION: Adopt a Resolution (Attachment 1) to Modify Town Council Policy 1-08: "Transportation Impact Policy" to Update the Project List, Modify Charges for Affordable Housing and Allow for Charges on Accessory Dwelling Units ADUs in Excess of 750 Square Feet.

COUNCIL / MANAGER MATTERS

. **Councilmember Request to Discuss E-Bike Safety and Consider Direction Related to Education, Registration, Legislation, and Enforcement.**

RECOMMENDATION: Discussion of E-bike safety and consideration to direct a future item being agendized regarding a proposal to enhance e-bike safety.

CLOSED SESSION REPORT

ADJOURNMENT *(Council policy is to adjourn no later than midnight unless a majority of Council votes for an extension of time.)*

ADA NOTICE - In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk's Office at (408) 354-6834. Notification at least two (2) business days prior to the meeting date will enable the Town to make reasonable arrangements to ensure accessibility to this meeting [28 CFR §35.102-35.104].

NOTE: The ADA access ramp to the Town Council Chambers is currently under construction and will be inaccessible until further notice. Individuals who require the use of that ramp to attend meetings should contact the Clerk's Office at least two (2) business days in advance to arrange for alternative accommodations.

NOTICE REGARDING SUPPLEMENTAL MATERIALS - Materials related to an item on this agenda submitted to the Town Council after initial distribution of the agenda packets are available for public inspection in the Clerk's Office at Town Hall, 110 E. Main Street, Los Gatos and on the Town's website at www.losgatosca.gov. Town Council agendas and related materials can be viewed online at https://losgatos-ca.municodemeetings.com/.

HOW TO PARTICIPATE

Members of the public may provide public comments for agenda items in-person or virtually through the Zoom Webinar by following the instructions listed below.
The public is welcome to provide oral comments in real-time during the meeting in three ways:

Zoom Webinar (Online): To participate from a PC, Mac, iPad, iPhone or Android device. Please use this URL to join: https://losgatosca-gov.zoom.us/j/86730363468?pwd=pfKQoh92JnbwOYwFvZqIdSSWpjxYoK.1 Passcode: **577971**. You can also type in **867 3036 3468** in the "Join a Meeting" page on the Zoom website at www.zoom.us and use passcode 577971. When the Mayor announces the item for which you wish to speak, click the "raise hand" feature in Zoom.

Telephone: To participate by phone please dial 1 (408) 961-3927 or 1 (855) 758-1310 for US Toll-free and use conference code: 867 3036 3468. When the Mayor announces the item for which you wish to speak, press *9 on your telephone keypad to raise your hand.

In-Person: Please complete a "speaker's card" located on the back of the chamber benches and submit it to the Town Clerk before the meeting or when the Mayor announces the item for which you wish to speak.

NOTES: Comments will be limited to three (3) minutes or less at the Mayor's discretion. If you are unable to participate in real-time, you may email to Clerk@losgatosca.gov the subject line "Public Comment Item #__ " (insert the item number relevant to your comment).

Deadlines to submit written comments are:

-11:00 a.m. the Thursday before the Council meeting for inclusion in the agenda packet.
-11:00 a.m. the Friday and Monday before the Council meeting for inclusion in an addendum.
-11:00 a.m. the day of the Council meeting for inclusion in a desk item.

TOWN OF LOS GATOS
COUNCIL CLOSED SESSION MINUTES

MEETING DATE: 09/16/2025
ITEM NO: 1

DRAFT
Minutes of the Town Council Special Meeting – Closed Session
Tuesday, September 2, 2025
6:00 P.M.

The Town Council of the Town of Los Gatos conducted a special meeting in person to hold a Closed Session.

MEETING CALLED TO ORDER AT APPROXIMATELY 6:00 P.M.

ROLL CALL
Present: Mayor Matthew Hudes, Vice Mayor Rob Moore, Council Member Mary Badame, Council Member Rob Rennie, and Council Member Maria Ristow.
Absent: None.

VERBAL COMMUNICATIONS (ONLY ON ITEMS ON THE AGENDA)
No one spoke.

Gabrielle Whelan, Town Attorney, announced the closed session title as listed on the agenda.

THE TOWN COUNCIL MOVED TO CLOSED SESSION ON THE FOLLOWING ITEMS:
1. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Government Code Section 54956.9)
   Case Name: Ezgar v. Town of Los Gatos (Workers' Compensation Claim Nos. 2194500002; 2294500015)

There was no reportable action.

ADJOURNMENT
The meeting adjourned at approximately 6:17 p.m.

Attest:

_____
Wendy Wood, Town Clerk

Submitted by:

_____
Chris Constantin, Town Manager

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 09/16/2025
ITEM NO: 2

DRAFT
Minutes of the Town Council Meeting
Tuesday, September 2, 2025

The Town Council of the Town of Los Gatos conducted a regular meeting in person and via teleconference.

MEETING CALLED TO ORDER AT 7:00 P.M.

ROLL CALL
Present: Mayor Matthew Hudes, Vice Mayor Rob Moore, Council Member Mary Badame, Council Member Rob Rennie, Council Member Maria Ristow.
Absent: None.

PLEDGE OF ALLEGIANCE
Mayor Hudes invited Gabriel Oliveria to lead the Pledge of Allegiance. The audience was invited to participate.

PRESENTATIONS
John Tang, representative from San Jose Water Company, gave a presentation on Water Infrastructure and Rates.

Craig Gleason from the Midpeninsula Regional Open Space District gave a presentation on the District and provided updates on recent projects.

CONSENT ITEMS (TO BE ACTED UPON BY A SINGLE MOTION)
1. Approve the Minutes of the August 19, 2025, Town Council Meeting.
2. Appoint the Voting Delegate and Alternate for the League of California Cities Annual Conference the League of California Cities Annual Conference Scheduled for October 8 – 10, 2025, in Long Beach.
3. Authorize the Town Manager to Execute the First Amendment to the Agreement for Services with New Image Landscaping, Co. to include the Median Island Landscape Maintenance in Front of the North 40 Phase I.
4. Authorize Town Manager or Designee to Enter into a Three Year Legal Services Agreement with Jarvis Fay LLP for a Total Contract Amount Not to Exceed $120,000.
5. Authorize the Town Manager to Execute a Fourth Amendment to the Contract for Legal Services with the Law Firm of Goldfarb & Lipman to Increase the Contract Amount by $3,000, for a Total Contract Amount Not to Exceed $308,000.
6. Authorize the Town Manager or Designee to Enter into a Litigation Legal Services Agreement for FY 2025-26 with Goldfarb and Lipman in an Amount Not to Exceed

$200,000 and Authorize an Expenditure Budget Adjustment of $200,000 from the General Fund Unassigned Fund Balance.

7. Adopt an Interim Resolution to Redefine the Role of Youth Commissioners from Voting Members to Non-Voting Liaisons in All Commission Enabling Resolutions, Effective Until Formal Updates Are Adopted. **RESOLUTION 2025-048**

Council asked questions.

Mayor Hudes opened public comment.

Member of the Public
- Commented on concerns related to items one and five.

Mayor Hudes closed public comment.

MOTION: **Motion** by **Vice Mayor Moore** to approve items one through seven. **Seconded** by **Council Member Ristow.**

VOTE: **Motion passed unanimously.**

VERBAL COMMUNICATIONS

Ed Lucey
- Commented on concerns regarding tree removal requirements and requested an amendment to the Tree Ordinance.

Gus Who
- Commented on various concerns.

OTHER BUSINESS

8. Introduce an Ordinance Amending Chapter 14, "Licenses and Miscellaneous Business Regulations," Article V, "Police Alarms," of the Town Code to Require Alarm Permits for Residences and Render Residential False Alarms Subject to Penalties. Ordinance Title: An Ordinance of the Town Council of the Town of Los Gatos Amending Article V, "Police Alarms," of Chapter 14, "Licenses and Miscellaneous Business Regulations," of the Town Code.

Gabrielle Whelan, Town Attorney, presented the staff report.

Council discussed the item.

Mayor Hudes opened public comment.

No one spoke.

Mayor Hudes closed public comment.

MOTION: **Motion** by **Council Member Ristow** to introduce an ordinance amending Chapter 14, "Licenses and Miscellaneous Business Regulations," Article V, "Police Alarms," of the Town Code to require alarm permits for residences and render residential false alarms subject to penalties and include the wording "judicial or administrative hearing" at the end of section 14.50.095. Seconded by **Council Member Badame**.

VOTE: **Motion passed unanimously.**

MOTION: **Motion** by **Council Member Ristow** to make the effective date for the new false alarm ordinance be January 1, 2026. Seconded by **Vice Mayor Moore**.

VOTE: **Motion passed unanimously.**

9. Authorize Town Manager to Take All Necessary Steps and Execute Appropriate Documents to Participate in the Opioid Settlement Agreement with Purdue Pharma and the Sackler Family and Agree to the State Subdivision Agreements

Gabrielle Whelan, Town Attorney, presented the staff report.

Mayor Hudes opened public comment.

No one spoke.

Mayor Hudes closed public comment.

Council discussed the item.

Mayor Hudes reopened public comment.

Carin Yamamoto
- Commented on concerns regarding youth opioid use.

Mayor Hudes closed public comment.

MOTION: **Motion** by **Council Member Badame** to authorize the Town Manager to execute, in substantially the form attached, the State Subdivision Agreement required for participation in the opioid settlement with Purdue Pharma and the Sackler family, and to take any other necessary steps and sign any other required agreements. Seconded by **Vice Mayor Moore**.

VOTE: Motion passed unanimously.

COUNCIL/TOWN MANAGER REPORTS

Council Matters

- Council Member Badame stated she participated in Congressman Sam Liccardo's Wildfire Safety Press Conference, the Council Policy Committee meeting, and spoke with constituents regarding a potential development.
- Council Member Ristow stated she participated in Congressman Sam Liccardo's Wildfire Safety Press Conference and is working with the Vice Mayor to help increase safety for e-bike riders and reduce the use of illegal e-motorcycles.
- Vice Mayor Moore stated he participated in Congressman Sam Liccardo's Wildfire Safety Press Conference; attended the Campbell State of the City; spoke with Los Gatos Scout Troop 2; participated in the Rotary Great Race; and made a request to add a future discussion on a proposal focused on education, registration, legislation, and enforcement of e-bikes and illegal e-motorcycles.
- Council Member Rennie stated he met with the North 40 Phase II developer; attended the Silicon Valley Clean Energy Risk Oversight Committee meeting, and the Valley Water Advisory meeting.
- Mayor Hudes stated he participated in Congressman Sam Liccardo's Wildfire Safety Press Conference; attended a Federal Funding briefing; participated in the Wildfire Resilience meeting; met with the Los Gatos Thrives Board of Directors; attended the last Music in the Park for 2025' participated in the Council Policy meeting, West Valley Manager and Mayor meeting, the Silicon Valley back-to-school night; and taught the Ham Cram Exam at El Camino Hospital.

Town Manager Matters

- Spoke about Congressman Sam Liccardo's Wildfire Safety Press Conference.
- Announced that on September 8 and 9, from 9:00 a.m. to 3:00 p.m., Caltrans will close lane two of Hwy 17, from Redwood Estates to Summit Road, for roadside vegetation control.

Closed Session Report

- Gabrielle Whelan, Town Attorney, stated that the Town Council met in closed session to discuss a workers' compensation claim submitted by Mr. Ezgar. The meeting was held pursuant to Government Code section 54956.9 (d)(1), and there is no reportable action.

ADJOURNMENT

The meeting adjourned at 9:04 p.m.

Respectfully Submitted:

_____

Keara Johnson, Deputy Town Clerk

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 09/16/2025
ITEM NO: 3

DATE: September 9, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Receive the Monthly Financial and Investment Report for July 2025**

RECOMMENDATION: Receive the Monthly Financial and Investment Reports for July 2025.

FISCAL IMPACT:

There is no fiscal impact from the receipt of this report.

STRATEGIC PRIORITY:

This item aligns with the strategic priority to ensure prudent financial management.

BACKGROUND:

California Government Code Section 41004 requires that the Town Treasurer submit to the Town Clerk and the legislative body a written report and accounting of all receipts, disbursements, and fund balances. The Finance Director assumes the Town Treasurer role. Attachment 1 contains the July 2025 monthly Financial and Investment Report, which fulfills this requirement.

The July 2025 Monthly Financial and Investment Report was received by the Finance Commission at its September 8, 2025, regular meeting.

DISCUSSION:

The July 2025 Monthly Financial and Investment Report includes a Fund Balance Schedule, representing estimated funding available for all funds at the beginning of the fiscal year and at the end of the respective month.

PREPARED BY: Eric Lemon
Finance and Accounting Manager

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Finance Director

As operations fluctuate month to month, there are differences between balances in one month and balances in another. Such differences may be significant due to the type of activity in those months and the timing of any estimates used in the presentation, based on the information available. This is demonstrated by the attached July 31, 2025, fund balance report.
In the case that the differences are extraordinary and unanticipated, we will ensure we present more information to explain the differences.
The difference between the July 31, 2025, and June 30, 2025, estimated fund balances is due to normal day-to-day fluctuations in revenues and expenditures.

Please note that the amount in the Fund Schedule differs from the Portfolio Allocation and Treasurer's Cash Fund Balances Summary schedule because assets and liabilities are components of the Fund Balance.

As illustrated in the summary below, Ending Fund Balance = Cash + Assets - Liabilities, which represents the actual amount of funds available.

Reconciling Cash to Fund Balance - July 31, 2025		
Total Cash	$	70,742,567
Plus: Assets	$	20,771,621
Less: Liabilities	$	(31,045,938)
Estimated Fund Balance	**$**	**60,468,250**

As of July 31, 2025, the Town's financial position (Cash Plus Other Assets $91.52M, Liabilities $31.05, and Fund Equity $60.47) remains strong, and the Town has sufficient funds to meet the cash demands for the next six months.

As of July 31, 2025, the Town's weighted portfolio yield for investments under management was 4.39%, which was 13 basis points above the Local Agency Investment Fund (LAIF) yield of 4.26% for the same reporting period. Currently, the LAIF portfolio's weighted average maturity (WAM) is 248 days as of June 30, 2025, versus the Town's longer WAM of 600 days as of July 31, 2025. The Town's assets under management reflect the Town's selection of the 1-3 year benchmark investment strategy through the Town's investment advisor to lock in higher yields at the top of the interest rate cycle. The longer maturities are balanced with shorter-term yields available on investments held with the State's LAIF. The Town's weighted average rate of return on investments under management of 4.39% was consistent with the average rate of return on June 30, 2025.

Since July 2024, LAIF yields decreased from 452 basis points (4.52%) to 426 basis points (4.26%) through the end of July 2025. The State LAIF pool typically lags the market when current market yields are either increasing or decreasing.

Following the rate adjustment in July 2023, the Federal Open Market Committee (FOMC) maintained the same rates until their September 18, 2024, meeting, where they approved a reduction of 50 basis points, lowering the rate from 5.5% to 5.0%. Subsequently, on November 7, 2024, the Federal Reserve voted to implement an additional decrease of 25 basis points, bringing the rate down to 4.75%. The latest adjustment occurred during the December 2024 meeting, where another 25 basis point reduction was approved, resulting in a new rate of 4.50%. These adjustments align with the FOMC's objective to promote maximum employment and achieve a year-over-year inflation target of 2%.

Labor market data continued to be moderate. The first estimate of monthly payrolls for June showed the economy added 147,000 new jobs. However, job growth was increasingly limited to certain categories such as government and healthcare and social assistance, the former of which may have been subject to residual seasonality. The unemployment rate fell from 4.2% to 4.1%, due to a second consecutive monthly drop in the labor force participation rate from 62.4% to 62.3%.

The Town's investments are in compliance with the Town's Investment Policy dated March 18, 2025, and are also in compliance with the requirements of Section 53600 et seq. of the California State Code. Based on the information available, the Town has sufficient funds to meet the cash demands for the next six months.

CONCLUSION:

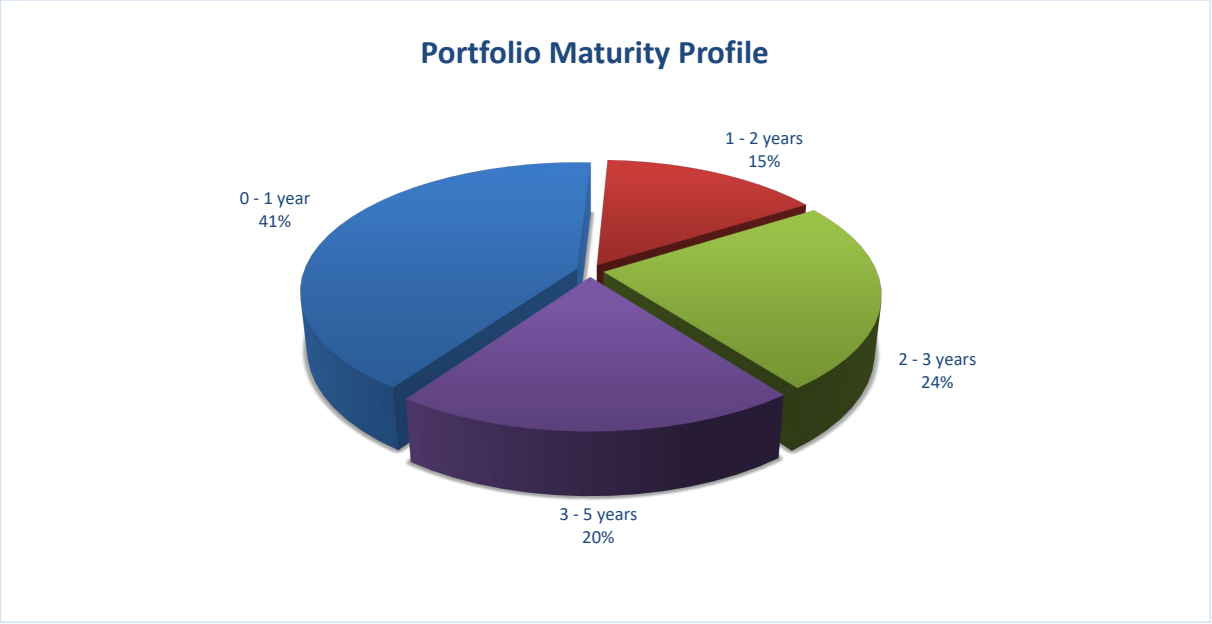
Receive the Monthly Financial and Investment Report for July 2025.

Attachments:
1. Financial and Investment Report (July 2025)

Town of Los Gatos
Summary Investment Information
July 31, 2025

Weighted Average YTM Portfolio Yield on Investments under Management	**4.39%**
Weighted Average Maturity (days)	**600**

	This Month	Last Month	One year ago
Portfolio Allocation & Treasurer's Cash Balances	$70,742,567	$81,558,113	$72,350,241
Managed Investments	$51,835,227		
Local Agency Investment Fund	$12,339,746		
Reconciled Demand Deposit Balances	$6,567,594		
Portfolio Allocation & Treasurer's Cash Balances	$70,742,567		
Benchmarks/ References:			
Town's Average Yield	4.39%	4.39%	4.46%
LAIF Yield for month	4.26%	4.27%	4.52%
3 mo. Treasury	4.34%	4.29%	5.29%
6 mo. Treasury	4.27%	4.25%	5.09%
2 yr. Treasury	3.96%	3.72%	4.26%
5 yr. Treasury	3.97%	3.80%	3.91%
10 Yr. Treasury	4.37%	4.23%	4.03%

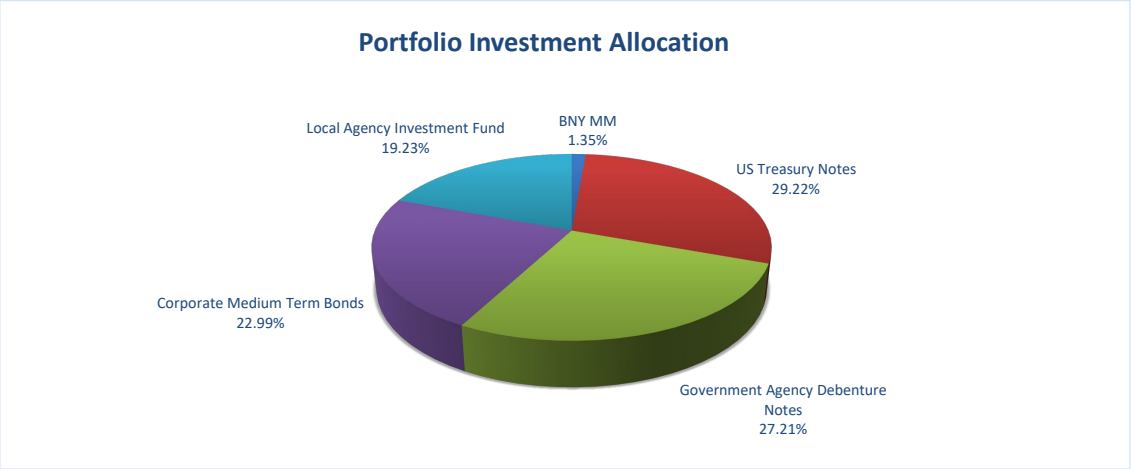


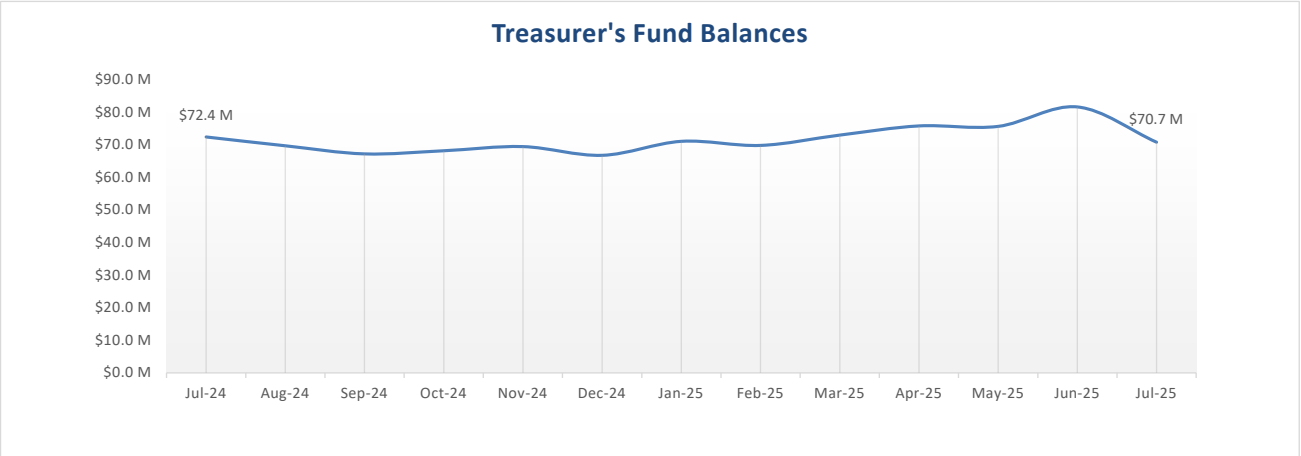
Compliance: The Town's investments are in compliance with the Town's investment policy dated March 18, 2025, and also in compliance with the requirements of Section 53600 at seq. of the California State Code. Based on the information available, the Town has sufficient funds to meet the cash demands for the next six months.

Town of Los Gatos
Portfolio Allocation & Treasurer's Cash Balances
July 31, 2025

	Month	YTD
Cash & Investment Balances - Beginning of Month/Period	$ 81,558,113.19	$ 81,558,113.19
Receipts	11,668,481.33	11,668,481.33
Disbursements	(22,484,027.26)	(22,484,027.26)
Cash & Investment Balances - End of Month/Period	$70,742,567.26	$70,742,567.26

Portfolio Allocation	Amount	% of Portfolio	Max. % or $ Allowed per State Law or Policy
BNY MM	$867,783.91	1.35%	20% of Town Portfolio
US Treasury Notes	$18,751,101.64	29.22%	No Max. on US Treasuries
Government Agency Debenture Notes	$17,464,856.81	27.21%	No Max. on Non-Mortgage Backed
Corporate Medium Term Bonds	$14,751,484.50	22.99%	30% of Town Portfolio
Local Agency Investment Fund	$12,339,746.03	19.23%	$75 M per State Law
Subtotal - Investments	64,174,972.89	100.00%	
Reconciled Demand Deposit Balances	6,567,594.37		
Total Portfolio Allocation & Treasurer's Cash Balances	$70,742,567.26		





Town of Los Gatos
Non-Treasury Restricted Fund Balances
July 31, 2025

	Beginning Balance	July 2025 Deposits Realized Gain/Adj.	July 2025 Interest/ Earnings	July 2025 Withdrawals	Ending Balance	
Non-Treasury Funds:						
Cert. of Participation 2002 Ser A Reserve Fund	$ 697,231.88	$ -	$ 2,160.86	$ -	$ 699,392.74	**Note 1**
Cert. of Participation 2010 Ser Lease Payment Fund	177,115.56	981,367.35	279.59	-	1,158,762.50	**Note 2**
Cert. of Participation 2002 Ser A Lease Payment Fund	16,094.13	567,780.87	49.93	-	583,924.93	**Note 1**
Cert. of Participation 2010 Ser Reserve Fund	1,277,062.50		4,646.78	-	1,281,709.28	**Note 2**
Total Restricted Funds:	$ 2,167,504.07	$ 1,549,148.22	$ 7,137.16	$ -	$ 3,723,789.45	
CEPPT IRS Section 115 Trust	3,090,730.98	-	397.89	-	$ 3,091,128.87	**Note 3**
Grand Total COP's and CEPPT Trust	$ 5,258,235.05	$ 1,549,148.22	$ 7,535.05	$ -	$ 6,814,918.32	

These accounts are not part of the Treasurer's fund balances reported elsewhere in this report, as they are for separate and distinct entities.

Note 1: The three original funds for the Certificates of Participation 2002 Series A consist of construction funds which will be expended over the next few years, reserve funds which will guarantee the payment of lease payments, and a third fund for the disbursement of lease payments and initial delivery costs.

Note 2: The 2010 COP Funds are all for the Library construction, reserves to guarantee lease payments, and a lease payment fund for the life of the COP issue. The COI fund was closed in September 2010.

Note 3: The CEPPT IRS Section 115 Trust was established as an irrevocable trust dedicated to accumulate resources to fund the Town's unfunded liabilities related to pension and other post employment benefits.

Town of Los Gatos
Statement of Interest Earned
July 31, 2025

July 2025	$	238,713.97
August 2025	$	-
September 2025	$	-
October 2025	$	-
November 2025	$	-
December 2025	$	-
January 2026	$	-
February 2026	$	-
March 2026	$	-
April 2026	$	-
May 2026	$	-
June 2026	$	-
	$	238,713.97

Town of Los Gatos
Investment Schedule
July 31, 2025

Institution	CUSIP #	Security	Coupon	Deposit Date	Par Value	Original Cost	Original Issue (Discount) Premium	Market Value	Market Value Above (Under) Cost	Purchased Interest	Maturity Date or Call Date	Yield to Maturity or Call	Interest Received to Date	Interest Earned Prior Yrs.	Interest Earned Current FY	Days to Maturity
Apple	037833DB3	Corporate Bond	2.90%	12/20/2022	1,300,000.00	1,228,591.00	(71,409.00)	1,269,827.00	41,236.00		6/21/2027	4.19%	$ 83,987.22	$ 135,426.07	$ 4,548.44	690
Home Depot	437076BM3	Corporate Bond	3.00%	8/4/2022	1,000,000.00	991,960.00	(8,040.00)	991,210.00	(750.00)		1/1/2026	3.04%	$ 79,750.00	$ 94,051.74	$ 2,747.98	154
FFCB	3133EN5V8	Gov. Agency Debenture	4.13%	1/17/2023	236,000.00	239,174.20	3,174.20	235,837.16	(3,337.04)		1/11/2027	3.76%	$ 24,175.25	$ 21,918.24	$ 759.18	529
US Treasury	91282CBT7	US Treasury Note	0.75%	9/30/2022	800,000.00	712,565.18	(87,434.82)	781,688.00	69,122.82		3/31/2026	4.14%	$ 15,000.00	$ 85,193.12	$ 2,630.46	243
FFCB	3133ENP95	Gov. Agency Debenture	4.25%	9/30/2022	900,000.00	900,939.60	939.60	899,595.00	(1,344.60)		9/30/2025	4.14%	$ 95,625.00	$ 104,352.97	$ 3,222.05	61
JP Morgan Chase	46625HRS1	Corporate Bond	3.20%	9/23/2022	500,000.00	474,660.00	(25,340.00)	495,000.00	20,340.00		3/15/2026	4.70%	$ 43,644.44	$ 64,505.94	$ 1,977.93	227
FHLB	3135G05X7	Gov. Agency Debenture	0.38%	6/10/2022	1,200,000.00	1,102,952.40	(97,047.60)	1,196,760.00	93,807.60		8/25/2025	3.04%	$ 12,187.50	$ 106,169.42	$ 2,949.15	25
FHLB	3130AQF65	Gov. Agency Debenture	1.25%	11/30/2022	1,300,000.00	1,160,559.40	(139,440.60)	1,250,873.00	90,313.60		12/21/2026	4.15%	$ 41,572.92	$ 130,709.25	$ 4,296.91	508
FHLB	3130APJH9	Gov. Agency Debenture	1.00%	1/17/2023	1,000,000.00	907,010.00	(92,990.00)	976,350.00	69,340.00		10/28/2026	4.17%	$ 23,354.17	$ 84,829.28	$ 2,938.22	454
FFCB	3133EN5N6	Gov. Agency Debenture	4.00%	2/8/2023	1,700,000.00	1,706,732.00	6,732.00	1,697,977.00	(8,755.00)		1/6/2028	3.91%	$ 163,955.56	$ 159,363.33	$ 5,658.95	889
Freddie Mac	3137EAEX3	Gov. Agency Debenture	0.38%	5/1/2023	750,000.00	689,032.50	(60,967.50)	745,582.50	56,550.00		9/23/2025	3.97%	$ 5,328.12	$ 61,146.74	$ 2,396.40	54
American Honda	02665WED9	Corporate Bond	4.70%	5/11/2023	600,000.00	608,856.00	8,856.00	602,964.00	(5,892.00)		1/12/2028	4.34%	$ 61,178.33	$ 56,288.41	$ 2,234.24	895
US Treasury	91282CEF4	US Treasury Note	2.50%	6/9/2023	1,500,000.00	1,416,626.12	(83,373.88)	1,463,850.00	47,223.88		3/31/2027	4.09%	$ 67,827.87	$ 122,333.72	$ 5,043.01	608
US Treasury	91282CGA3	US Treasury Note	4.00%	6/20/2023	2,100,000.00	2,080,558.59	(19,441.41)	2,098,383.00	17,824.41		12/15/2025	4.40%	$ 166,852.46	$ 186,379.78	$ 7,797.26	137
Colgate-Palmolive	194162AR4	Corporate Bond	4.60%	7/14/2023	500,000.00	504,655.00	4,655.00	506,075.00	1,420.00		2/1/2028	4.37%	$ 37,502.79	$ 43,173.83	$ 1,866.65	915
FannieMae	3135G06G3	Gov. Agency Debenture	0.50%	7/14/2023	500,000.00	455,157.00	(44,843.00)	494,845.00	39,688.00		11/7/2025	4.63%	$ 4,534.72	$ 42,871.33	$ 1,853.57	99
FFCB	3133EPQC2	Gov. Agency Debenture	4.63%	7/17/2023	500,000.00	501,957.50	1,957.50	502,175.00	217.50		7/17/2026	4.48%	$ 46,250.00	$ 43,961.07	$ 1,908.67	351
FFCB	3133EPBM6	Gov. Agency Debenture	4.13%	7/14/2023	600,000.00	596,220.00	(3,780.00)	600,702.00	4,482.00		8/23/2027	4.29%	$ 39,806.25	$ 50,424.13	$ 2,180.12	753
PNC Bank	69353RFJ2	Corporate Bond	3.25%	7/25/2023	1,000,000.00	921,490.00	(78,510.00)	974,800.00	53,310.00		12/23/2027	5.23%	$ 64,729.17	$ 97,247.67	$ 4,270.08	875
US Treasury	91282CFU0	US Treasury Note	4.13%	7/31/2023	1,300,000.00	1,290,660.60	(9,339.40)	1,305,278.00	14,617.40		10/31/2027	4.31%	$ 93,843.75	$ 107,052.11	$ 4,740.88	822
Toyota Motor Credit	89236TKL8	Corporate Bond	5.45%	8/25/2023	1,600,000.00	1,617,168.00	17,168.00	1,641,872.00	24,704.00		11/10/2027	5.16%	$ 148,966.67	$ 153,725.55	$ 7,059.99	832
US Treasury	912810FE3	US Treasury Note	5.50%	10/3/2023	1,200,000.00	1,238,207.14	38,207.14	1,255,596.00	17,388.86		8/15/2028	4.76%	$ 90,211.96	$ 101,335.84	$ 4,939.33	1111
Pepsico Inc	713448DF2	Corporate Bond	2.85%	10/16/2023	1,000,000.00	947,570.00	(52,430.00)	991,310.00	43,740.00		11/24/2025	5.24%	$ 38,633.33	$ 91,065.84	$ 4,531.37	116
FFCB	3133EPUW3	Gov. Agency Debenture	4.75%	10/13/2023	1,000,000.00	994,338.00	(5,662.00)	1,005,310.00	10,972.00		9/1/2026	4.96%	$ 65,708.33	$ 84,828.57	$ 4,200.78	397
US Treasury	91282CEW7	US Treasury Note	3.25%	10/16/2023	1,000,000.00	950,039.06	(49,960.94)	987,030.00	36,990.94		6/30/2027	4.73%	$ 55,461.96	$ 78,477.53	$ 3,904.98	699
US Treasury	91282CEN7	US Treasury Note	2.75%	10/31/2023	1,300,000.00	1,214,336.39	(85,663.61)	1,272,882.00	58,545.61		4/30/2027	4.82%	$ 53,625.00	$ 100,336.49	$ 5,115.84	638
US Treasury	91282CCH2	US Treasury Note	1.25%	12/21/2023	900,000.00	798,647.55	(101,352.45)	835,065.00	36,417.45		6/30/2028	3.99%	$ 17,180.71	$ 51,319.84	$ 2,856.22	1065
FNMA	3135G0Q22	Gov. Agency Debenture	1.88%	12/21/2023	900,000.00	845,676.00	(54,324.00)	877,473.00	31,797.00		9/24/2026	4.22%	$ 21,234.38	$ 55,770.03	$ 3,103.90	420
US Treasury	91282CFB2	US Treasury Note	2.75%	1/2/2024	1,000,000.00	960,354.91	(39,645.09)	977,030.00	16,675.09		7/31/2027	3.95%	$ 43,417.12	$ 57,605.73	$ 3,276.66	730
US Treasury	91282CHE4	US Treasury Note	3.63%	1/17/2024	1,800,000.00	1,775,185.72	(24,814.28)	1,786,788.00	11,602.28		5/31/2028	3.97%	$ 89,317.63	$ 102,986.91	$ 6,023.76	1035
JP Morgan Chase	46647PDG8	Corporate Bond	4.85%	2/1/2024	1,400,000.00	1,396,528.00	(3,472.00)	1,411,088.00	14,560.00		7/25/2027	4.93%	$ 100,739.10	$ 97,231.80	$ 5,852.79	724
US Bancorp	91159HJF8	Corporate Bond	4.55%	2/5/2024	1,000,000.00	989,200.00	(10,800.00)	1,001,450.00	12,250.00		7/22/2027	4.89%	$ 66,577.67	$ 68,041.60	$ 4,127.77	721
Treasury	91282CHB0	US Treasury Note	3.63%	2/23/2024	1,175,000.00	1,151,962.92	(23,037.08)	1,169,724.25	17,761.33		5/15/2026	4.56%	$ 52,189.05	$ 71,517.53	$ 4,497.05	288
FHLB	3130AXB31	Gov. Agency Debenture	4.88%	2/27/2024	1,000,000.00	1,003,060.00	3,060.00	1,003,770.00	710.00		3/13/2026	4.72%	$ 51,729.17	$ 63,303.13	$ 4,013.08	225
FFCB	3133EP5U5	Gov. Agency Debenture	4.13%	3/28/2024	1,700,000.00	1,687,981.00	(12,019.00)	1,708,942.00	20,961.00		3/20/2029	4.28%	$ 68,566.67	$ 91,219.09	$ 6,160.77	1328
US Treasury	9128285M8	US Treasury Note	3.13%	4/30/2024	1,200,000.00	1,123,832.14	(76,167.86)	1,171,308.00	47,475.86		11/15/2028	4.69%	$ 39,045.34	$ 63,313.82	$ 4,607.34	1203
Cisco Systems	17275RBR2	Corporate Bond	4.85%	5/15/2024	1,000,000.00	999,130.00	(870.00)	1,019,620.00	20,490.00		1/26/2029	4.87%	$ 37,856.94	$ 54,820.58	$ 4,134.89	1275
Home Depot	437076CW0	Corporate Bond	4.90%	5/17/2024	1,000,000.00	1,001,790.00	1,790.00	1,021,920.00	20,130.00		4/15/2029	4.86%	$ 44,644.44	$ 54,498.76	$ 4,130.71	1354
Treasury	91282CJR3	US Treasury Note	3.75%	5/31/2024	1,200,000.00	1,154,629.02	(45,370.98)	1,193,808.00	39,178.98		12/31/2028	4.68%	$ 48,708.79	$ 59,398.06	$ 4,661.62	1249
American Honda	02665WEY3	Corporate Bond	4.95%	6/27/2024	1,000,000.00	995,640.00	(4,360.00)	1,001,330.00	5,690.00		1/9/2026	5.25%	$ 51,287.50	$ 52,766.88	$ 4,445.04	162
FHLB	3130B1BT3	Gov. Agency Debenture	4.88%	7/2/2024	1,150,000.00	1,150,966.00	966.00	1,155,336.00	4,370.00		6/12/2026	4.82%	$ 47,341.67	$ 55,261.42	$ 4,719.30	316
Citibank	17325FBK3	Corporate Bond	4.84%	8/15/2024	1,250,000.00	1,263,062.50	13,062.50	1,270,587.50	7,525.00		7/6/2029	4.60%	$ 28,725.62	$ 50,520.38	$ 4,909.50	1436
FNMA	3135G05Y5	Gov. Agency Debenture	0.75%	9/10/2024	1,100,000.00	1,010,724.00	(89,276.00)	1,028,159.00	17,435.00		10/8/2027	3.56%	$ 4,766.67	$ 29,915.45	$ 3,165.12	799
US Treasury	91282CFL0	US Treasury Note	3.88%	12/3/2024	1,100,000.00	1,088,144.31	(11,855.69)	1,097,679.00	9,534.69		9/30/2029	4.12%	$ 13,817.99	$ 25,813.46	$ 3,828.79	1522
FHLB	3130ATUT2	Gov. Agency Debenture	4.50%	2/12/2025	505,000.00	508,253.21	3,253.21	513,100.20	4,846.99		12/14/2029	4.35%	$ 7,701.25	$ 8,337.70	$ 1,872.96	1597
FFCB	3133ER5X5	Gov. Agency Debenture	3.88%	3/12/2025	1,000,000.00	998,480.00	(1,520.00)	995,950.00	(2,530.00)	538.19	3/7/2028	3.93%	$ (538.19)	$ 11,831.34	$ 3,334.29	950
Treasury	91282CJF9	US Treasury Note	4.88%	3/31/2025	1,100,000.00	1,130,167.75	30,167.75	1,132,142.00	1,974.25		10/31/2028	4.04%	$ 4,444.06	$ 11,273.90	$ 3,840.56	1188
State Street Corp	857477CD3	Corporate Bond	5.27%	4/30/2025	800,000.00	811,184.00	11,184.00	806,488.00	(4,696.00)	10,192.53	8/3/2026	4.04%	$ (10,192.53)	$ 5,565.50	$ 2,828.37	368
Freddie Mac	3134HAW33	Gov. Agency Debenture	4.75%	4/30/2025	1,000,000.00	1,005,644.00	5,644.00	1,003,920.00	(1,724.00)		12/18/2029	4.23%	$ 6,993.07	$ 7,735.00	$ 3,930.90	1601
US Treasury	91282CNG2	US Treasury Note	4.00%	6/30/2025	660,000.00	665,184.24	5,184.24	661,392.60	(3,791.64)	2,163.92	5/31/2030	3.82%	$ (2,163.92)	$ -	$ 2,152.71	1765
Subtotal					$ 52,326,000.00	$ 50,967,442.95	$ (1,358,557.05)	$ 52,087,842.21	$ 1,120,399.26	$ 12,894.64			$ 2,457,102.97	$ 3,557,215.87	$ 192,246.52	
BNY MM		Money Market				867,783.91		867,783.91	0.00			0.00%				1
LAIF		State Investment Pool				12,339,746.03		12,354,532.87	14,786.84			4.26%			43,785.53	1
						64,174,972.89		**$65,310,158.99**	**$1,135,186.10**	**$12,894.64**			$ 2,457,102.97	$ 3,557,215.87	$ 236,032.05	
Matured Assets																
US Treasury	91282CAB7	US Treasury Note	0.25%	11/15/2023	675,000.00	623,900.39	(51,099.61)				7/31/2025	4.92%	$ 2,884.34	$ 51,302.62	$ 2,681.92	
Total Investments "Matured"															$ 2,681.92	
Total Interest FY 24_25 Matured and Current															$ 238,713.97	

Maturity Profile

	Amount	Percent
0-1 year	$ 26,366,511.63	41%
1-2 years	$9,767,534.17	15%
2-3 years	$15,174,901.78	24%
3-5 years	$ 12,866,025.31	20%
	$64,174,972.89	100%

Town of Los Gatos
Investment Transaction Detail
July 31, 2025

Date	Cusip/Id	Description	Transaction Type	Trade Date	Settlement Date	Par	Coupon	Maturity Date	Price	Principal	Interest	Transaction Total
7/2/2025	Cash-USD	Cash-USD	SHORT TERM INVESTMENT FUND INCOME	7/2/2025	7/2/2025	733.67	0.000%		100.00	-	-	733.67
7/7/2025	3133EN5N6	FEDERAL FARM CREDIT BANK 4% 06JAN2028	BOND INTEREST	7/6/2025	7/6/2025	1,700,000.00	4.000%	1/6/2028	-	-	34,000.00	34,000.00
7/9/2025	02665WEY3	AMERICAN HONDA FINANCE 4.95% 09JAN2026	BOND INTEREST	7/9/2025	7/9/2025	1,000,000.00	4.950%	1/9/2026	-	-	24,750.00	24,750.00
7/11/2025	3133EN5V8	FEDERAL FARM CREDIT BANK 4.125% 11JAN2027	BOND INTEREST	7/11/2025	7/11/2025	236,000.00	4.125%	1/11/2027	-	-	4,867.50	4,867.50
7/14/2025	02665WED9	AMERICAN HONDA FINANCE 4.7% 12JAN2028	BOND INTEREST	7/14/2025	7/14/2025	600,000.00	4.700%	1/12/2028	-	-	14,100.00	14,100.00
7/17/2025	3133EPQC2	FEDERAL FARM CREDIT BANK 4.625% 17JUL2026	BOND INTEREST	7/17/2025	7/17/2025	500,000.00	4.625%	7/17/2026	-	-	11,562.50	11,562.50
7/22/2025	69353RFJ2	PNC BANK NA 3.25% 22JAN2028 (CALLABLE 23DEC27)	BOND INTEREST	7/22/2025	7/22/2025	1,000,000.00	3.250%	1/22/2028	-	-	16,250.00	16,250.00
7/22/2025	91159HJF8	US BANCORP 4.548% 22JUL2028 (CALLABLE 22JUL27)	BOND INTEREST	7/22/2025	7/22/2025	1,000,000.00	4.548%	7/22/2028	-	-	22,740.00	22,740.00
7/25/2025	46647PDG8	JPMORGAN CHASE & CO 4.851% 25JUL2028 (CALLABLE 25JUL27)	BOND INTEREST	7/25/2025	7/25/2025	1,400,000.00	4.851%	7/25/2028	-	-	33,957.00	33,957.00
7/31/2025	91282CFB2	USA TREASURY 2.75% 31JUL2027	BOND INTEREST	7/31/2025	7/31/2025	1,000,000.00	2.750%	7/31/2027	-	-	13,750.00	13,750.00
7/31/2025	91282CAB7	USA TREASURY 0.25% 31JUL2025	REDEMPTION	7/31/2025	7/31/2025	675,000.00	0.000%	7/31/2025	100.00	675,000.00	-	675,000.00
7/31/2025	91282CAB7	USA TREASURY 0.25% 31JUL2025	BOND INTEREST	7/31/2025	7/31/2025	675,000.00	0.000%	7/31/2025	-	-	843.75	843.75

TOWN OF LOS GATOS, CA

Insight ESG ratings as of July 31, 2025

CUSIP	Security description	Maturity date	Par/Shares	Total market value ($)	S&P rating	Moody's rating	Insight ESG rating	Environment	Social	Governance
02665WEY3	AMERICAN HONDA FINANCE 4.95% 09JAN2026	1/9/2026	1,000,000	1,004,362	A-	A3	3	3	4	3
02665WED9	AMERICAN HONDA FINANCE 4.7% 12JAN2028	1/12/2028	600,000	604,567	A-	A3	3	3	4	3
037833DB3	APPLE INC 2.9% 12SEP2027 (CALLABLE 12JUN27)	9/12/2027	1,300,000	1,284,509	AA+	Aaa	5	2	5	5
17275RBR2	CISCO SYSTEMS INC 4.85% 26FEB2029 (CALLABLE 26JAN29)	2/26/2029	1,000,000	1,040,609	AA-	A1	2	1	3	3
17325FBK3	CITIBANK NA 4.838% 06AUG2029 (CALLABLE 06JUL29)	8/6/2029	1,250,000	1,300,183	A+	Aa3	3	1	2	4
194162AR4	COLGATE-PALMOLIVE CO 4.6% 01MAR2028 (CALLABLE 01FEB28)	3/1/2028	500,000	515,758	A+	Aa3	3	3	3	3
437076CW0	HOME DEPOT INC 4.9% 15APR2029 (CALLABLE 15MAR29)	4/15/2029	1,000,000	1,036,318	A	A2	3	3	3	2
437076BM3	HOME DEPOT INC 3% 01APR2026 (CALLABLE 01JAN26)	4/1/2026	1,000,000	1,001,228	A	A2	3	3	3	2
46625HRS1	JPMORGAN CHASE & CO 3.2% 15JUN2026 (CALLABLE 15MAR26)	6/15/2026	500,000	497,066	A	A1	3	2	3	4
46647PDG8	JPMORGAN CHASE & CO 4.851% 25JUL2028 (CALLABLE 25JUL27)	7/25/2028	1,400,000	1,412,402	A	A1	3	2	3	4
713448DF2	PEPSICO INC 2.85% 24FEB2026 (CALLABLE 24NOV25)	2/24/2026	1,000,000	1,003,752	A+	A1	3	2	2	4
69353RFJ2	PNC BANK NA 3.25% 22JAN2028 (CALLABLE 23DEC27)	1/22/2028	1,000,000	975,811	A	A2	3	3	3	3
857477CD3	STATE STREET CORP 5.272% 03AUG2026 (CALLABLE 03JUL26)	8/3/2026	800,000	827,154	A	Aa3	2	1	2	2
89236TKL8	TOYOTA MOTOR CREDIT CORP 5.45% 10NOV2027	11/10/2027	1,600,000	1,661,530	A+	A1	3	1	2	5
91159HJF8	US BANCORP 4.548% 22JUL2028 (CALLABLE 22JUL27)	7/22/2028	1,000,000	1,002,804	A	A3	3	3	4	3
Total Corporate / weighted average			**14,950,000**	**15,168,055**			**3**	**2**	**3**	**3**

ESG ratings are from 1 to 5, with 1 as the highest rating and 5 as the lowest. All ratings are weighted by industry rankings, based on the importance of the category within the individual industry

Fund Schedule

Fund Number	Fund Description	Prior Year Carryforward 7/1/2025*	July 2025				Estimated Fund Balance 7/31/2025*
			Current Revenue	Current Expenditure	Transfer In	Transfer Out	
	GENERAL FUND						
	Non-Spendable:						
	Loans Receivable	159,000	-	-	-	-	159,000
	Restricted Fund Balances:						
	Pension	2,188,659	-	-	-	-	2,188,659
	Land Held for Resale	344,338	-	-	-	-	344,338
	Committed Fund Balances:						
	Budget Stabilization	6,736,781	-	-	-	-	6,736,781
	Catastrophic	6,736,781	-	-	-	-	6,736,781
	Pension/OPEB	300,000	-	-	-	-	300,000
	Measure G District Sales Tax	590,581	-	-	-	-	590,581
	Assigned Fund Balances:						
	Open Space	410,000	-	-	-	-	410,000
	Sustainability	140,553	-	-	-	-	140,553
	Capital/Special Projects	8,651,059	-	-	-	-	8,651,059
	Carryover Encumbrances	85,861	-	-	-	-	85,861
	Compensated Absences	1,555,478	-	-	-	-	1,555,478
	ERAF Risk Reserve	1,430,054	-	-	-	-	1,430,054
	Market Fluctuations	1,712,246	-	-	-	-	1,712,246
	Council Priorities - Economic Recovery	20,684	-	-	-	-	20,684
	Unassigned Fund Balances:						
111	Other Unassigned Fund Balance Reserve (Pre YE distribution)	5,051,458	3,158,967	(3,265,172)	-	-	4,945,253
	General Fund Total	36,113,533	3,158,967	(3,265,172)	-	-	36,007,328

* Interfund transfers and Council Priorities/Economic Recovery funding allocation to be performed as part of the fiscal year end closing entries.

Fund Schedule

Fund Number	Fund Description	Prior Year Carryforward 7/1/2025*	July 2025 Current Revenue	July 2025 Current Expenditure	July 2025 Transfer In	July 2025 Transfer Out	Estimated Fund Balance 7/31/2025*
	SPECIAL REVENUE						
211/212	CDBG	166,653	-	-	-	-	166,653
222	Urban Runoff (NPDES)	643,711	16,133	(9,017)	-	-	650,827
231-236	Landscape & Lighting Districts	190,600	908	-	-	-	191,508
251	Los Gatos Theatre	557,352	15,070	(215)	-	-	572,207
261-264,269	Library Trusts	569,584	-	(3,593)	-	-	565,991
	Special Revenue Total	2,127,900	32,111	(12,825)	-	-	2,147,186
	CAPITAL PROJECTS						
411	GFAR - General Fund Appropriated Reserve	16,023,597	137,616	(872)	-	-	16,160,341
412	Community Center Development	800,834	-	-	-	-	800,834
421	Grant Funded Projects	(2,084,552)	81,064	-	-	-	(2,003,488)
461-463	Storm Basin Projects	2,650,986	16,444	-	-	-	2,667,430
471	Traffic Mitigation Projects	509,491	-	-	-	-	509,491
472	Utility Undergrounding Projects	3,597,927	-	-	-	-	3,597,927
481	Gas Tax Projects	2,158,621	156,215	-	-	-	2,314,836
	Capital Projects Total	23,656,904	391,339	(872)	-	-	24,047,371
	INTERNAL SERVICE FUNDS						
611	Town General Liability	(588,784)	-	(1,466,790)	-	-	(2,055,574)
612	Workers Compensation	98,692	64,041	(445,922)	-	-	(283,189)
621	Information Technology	2,450,302	7,688	(235,346)	-	-	2,222,644
631	Vehicle & Equipment Replacement	3,890,428	-	-	-	-	3,890,428
633	Facility Maintenance	865,566	2,158	(43,212)	-	-	824,512
	Internal Service Funds Total	6,716,204	73,887	(2,191,270)	-	-	4,598,821
	Trust/Agency						
942	RDA Successor Agency	(4,589,733)	36	(1,742,759)	-	-	(6,332,456)
	Trust/Agency Fund Total	(4,589,733)	36	(1,742,759)	-	-	(6,332,456)
	Total Town	**64,024,808**	**3,656,340**	**(7,212,898)**	**-**	**-**	**60,468,250**

* Interfund transfers and Council Priorities/Economic Recovery funding allocation to be performed as part of the fiscal year end closing entries.

Deposit Accounts of Interest:

111-23541 General Plan Update deposit account balance $493,687.50

111-23521 BMP Housing deposit account balance $4,039,055.78

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 09/16/2025
ITEM NO: 4

DATE: September 11, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Authorize the Town Manager to Execute the First Amendment to the Agreement with the Rotary Club of Los Gatos Regarding their Donation of an "Oak Grove" at Live Oak Manor Park**

RECOMMENDATION: Authorize the Town Manager to Execute the First Amendment (Attachment 1) to the agreement with the Rotary Club of Los Gatos regarding their donation of an "Oak Grove" at Live Oak Manor Park.

STRATEGIC PRIORITIES:

This item is not associated with a Strategic Priority.

FISCAL IMPACT:

There is no direct fiscal impact associated with this project. The donation will result in additional park landscaping and infrastructure, which will increase ongoing maintenance costs. These future costs will be evaluated and incorporated into the Parks and Public Works Operating Budget following project completion.

BACKGROUND:

The Rotary Club of Los Gatos (Rotary) contacted staff in early 2024 and proposed a donation to the Town to celebrate its centennial. On June 18, 2024, the Town Council received a presentation from Los Gatos Rotary and their consultant regarding the concept design for the donation. The Town Council voted unanimously to accept the donation.

On September 3, 2024, the Town Council authorized the Town Manager to execute an agreement with Rotary to memorialize the project concept and fundraising plan.

PREPARED BY: Nicolle Burnham
Director of Parks and Public Works

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Finance Director

DISCUSSION:

Rotary has been working with its design team to finalize the design and complete fundraising. Design was completed in late 2024, and Rotary requested construction cost estimates from contractors. The costs were higher than anticipated, so adjustments to the plan are being considered. This amendment extends the term of the agreement from September 30, 2025 to September 30, 2027, providing Rotary additional time to refine the project and complete fundraising.

CONCLUSION:

The proposed project will provide an enhancement to Live Oak Manor that will be enjoyed for generations.

COORDINATION:

This report was coordinated with the Town Manager's Office, the Town Attorney, and the Finance Director.

ENVIRONMENTAL ASSESSMENT:

The proposed project qualifies as a project under CEQA but is Categorically Exempt (Section 15304), *Minor Alterations to Land*. A Notice of Exemption will/will not be filed with the County Clerk depending on the final project scope.

Attachments:

1. First Amendment to Agreement with Rotary Club of Los Gatos
2. Original Agreement for Services - Rotary Club of Los Gatos

AMENDMENT TO AGREEMENT

PREAMBLE

This First Amendment to Agreement for Services is dated for identification on this 19th Day of August 2025, and amends that certain Agreement for Services dated September 3, 2024, made by and between the Town of Los Gatos, ("Town,") and the Rotary Club of Los Gatos (“Donor”) identified as a 501(c)4 Corporation and whose address is PO Box 1018 Los Gatos, CA 95031.

RECITALS

A. Town and Consultant entered into an Agreement for Services on September 3, 2024, 2024 (“Agreement”), incorporated by reference.

B. Town desires to amend the Agreement to extend the time of the agreement.

I. AMENDMENT

A. Section 2.2 Term and Time for Performance is amended to extend the term to September 30, 2027.

B. All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Town and Donor have executed this Amendment.

Town of Los Gatos by:

Chris Constantin, Town Manager

Rotary Club of Los Gatos by:

Paul Johnson, President

Recommended by:

Nicolle Burnham,
Director of Parks and Public Works

Approved as to Form:

Gabrielle Whelan, Town Attorney

Attest:

Wendy Wood, CMC, Town Clerk

Docusign Envelope ID: DB549F48-961C-41BA-9781-75208FA815DA

AGREEMENT FOR SERVICES

THIS AGREEMENT is dated for identification on September 3, 2024 by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and Rotary Club of Los Gatos ("Donor), a 501(c)4 Corporation , whose address is PO Box 1018 Los Gatos, California 95031. This Agreement is made with reference to the following facts.

I. RECITALS

1.1 Donor has offered and Town agrees to accept the gift of an "Oak Grove" at Live Oak Manor Park.

1.2 The Donor represents and affirms that it is willing to perform the desired work pursuant to this Agreement.

1.3 Donor warrants it will provide the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Donor acknowledges Town has relied upon these warranties to retain Donor.

II. AGREEMENTS

2.1 Scope of Services. Donor shall provide the labor, material and resources required to deliver the donation as shown on the project plans, which is hereby incorporated by reference and attached as Exhibit A as a donation that is free of charge to the Town. Town understands that Donor may seek donated services from professional firms to complete the work. Donor warrants that all work will be performed to professional construction standards using volunteer labor, equipment and materials. If Donor pays any workers, Donor agrees to pay prevailing wages as required by state law and to require that the employer of the paid workers be registered with the Department of Industrial Relations

2.2 Term and Time of Performance. This contract will remain in effect upon execution to September 30, 2025. Donor shall perform or otherwise provide the services described in this agreement and as required to complete the work shown on Exhibit A. If, for any reason, Donor is unable to complete the work shown in Exhibit A, Donor will restore the site to its original condition. Town and Donor reserve the right to terminate this Agreement upon 30 days' notice.

2.3 Compliance with Laws. The Donor shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Donor represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Donor to practice its profession. Donor shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.

Docusign Envelope ID: DB549F48-961C-41BA-9781-75208FA815DA

2.4 Sole Responsibility. Donor shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.

2.5 Information/Report Handling. All documents furnished to Donor by the Town and all reports and supportive data prepared by the Donor under this Agreement are the Town's property and shall be delivered to the Town upon the completion of Donor's services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Donor in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Donor shall not make any of the these documents or information available to any individual or organization not employed by the Donor or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Donor pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Donor in connection with other projects shall be solely at Town's risk, unless Donor expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Donor which is and has been confirmed in writing by Donor to be a trade secret of Donor.

2.6 Compensation. Compensation by the Town for Donor's professional services **shall be $0**, inclusive of all costs.

2.7 Fundraising. Town acknowledges that Donor will perform private fundraising activities to support construction of the project in accordance with the schedule outlined in Exhibit B. Funds raised shall be used for capital construction only. No money shall be provided to the Town by the Donor.

2.7 Responsibility of the Town: The Town agrees to work with the Donor throughout the course of project development, providing technical design guidance to ensure the completed Project meets the Town's design standards and maintenance requirements. Town agrees to periodically observe and guide the project during construction, and provide minor construction support (e.g., locating existing irrigation, etc.) if requested.

2.8 Availability of Records. Donor shall maintain the records supporting the donation for not less than three years following completion of the work under this Agreement. Donor shall make these records available to authorized personnel of the Town at the Donor's offices during business hours upon written request of the Town.

2.9 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Donor.

2.10 Independent Contractor. It is understood that the Donor, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not

Docusign Envelope ID: DB549F48-961C-41BA-9781-75208FA815DA

obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Donor may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Donor agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Donor shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Donor or is based on allegations of Donor's negligent performance or wrongdoing.

2.11 Conflict of Interest. Donor understands that its professional responsibilities are solely to the Town. The Donor has and shall not obtain any holding or interest within the Town of Los Gatos. Donor has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Donor warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Donor shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Donor discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Donor shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.

2.12 Equal Employment Opportunity. Donor warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Donor nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance:

i. Donor agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: two million dollars ($2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.

ii. Donor agrees to provide evidence of and maintain for the duration of the contract, non-owned Automobile Liability insurance policy ensuring him/her

Docusign Envelope ID: DB549F48-961C-41BA-9781-75208FA815DA

and his/her staff to an amount not less than one million dollars ($1,000,000) combined single limit per accident for bodily injury and property damage.

iii. Donor shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Donor agrees that all certificates and endorsements are to be received and approved by the Town before work commences.

General Liability:

i. The Town, its elected and appointed officials, employees, and, agents are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Donor; products and completed operations of Donor, premises owned or used by the Donor.

ii. The Donor's insurance coverage shall be primary insurance as respects the Town, its elected and appointed officials, employees, and agents. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Donor's insurance and shall not contribute with it.

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

iv. The Donor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.

3.3 Workers' Compensation. In addition to these policies, Donor shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Donor shall ensure that all subcontractors employed by Donor provide the required Workers' Compensation insurance for their respective employees.

3.4 Indemnification. The Donor shall save, keep, hold harmless and indemnify and defend the Town its elected and appointed officials, agents, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time

Docusign Envelope ID: DB549F48-961C-41BA-9781-75208FA815DA

arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a an act or omissions of the Donor, or any of the Donor's officers, employees, or agents or any sub-Donor.

IV. GENERAL TERMS

4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.

4.3 Termination of Agreement. The Town and the Donor shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Donor shall deliver to the Town all plans, files, documents, reports, performed to date by the Donor. In the event of such termination, Town shall pay Donor an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

4.4 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Donor.

4.5 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.

Docusign Envelope ID: DB549F48-961C-41BA-9781-75208FA815DA

4.6 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

Town of Los Gatos
Attn: Town Clerk
110 E. Main Street
Los Gatos, CA 95030

Rotary Club of Los Gatos
PO Box 1018
Los Gatos, CA 95031

or personally delivered to Donor to such address or such other address as Donor designates in writing to Town.

4.7 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.

4.8 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Donor. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF, the Town and Donor have executed this Agreement.

Town of Los Gatos by:

Signed by:
Chris Constantin 11/7/2024
3EF03F232F1B428...

Chris Constantin, Town Manager

Donor by:

Doug Brent, President

Recommended by:

Signed by:
Nicolle Burnham 10/30/2024
0E978313490441C3...

Nicolle Burnham
Director of Parks and Public Works

Recommended by:

09/03/2024 Michael Norcia

Mike Norcia

Approved as to Form:

Signed by:
Gabrielle Whelan 11/1/2024
EF06738AE524429...

Gabrielle Whelan, Town Attorney

Attest:

DocuSigned by:
Wendy Wood 11/7/2024
BF6EBCBE2C214F8...

Wendy Wood, CMC, Town Clerk

Docusign Envelope ID: DB549F48-961C-41BA-9781-75208FA815DA

LANDSCAPE ARCHITECTURAL DRAWINGS

LIVE OAK MANOR PARK

TOWN OF LOS GATOS, CALIFORNIA

PLANS WERE DESIGNED BY REFERENCING:

1. GRADING PLANS PREPARED BY HMH DATED: AUGUST 2, 2024.
2. NO GEOTECHNICAL REPORT PROVIDED.

NOTES

SOIL MANAGEMENT REPORT SHALL BE PROVIDED BY LANDSCAPE CONTRACTOR AND SOIL AMENDMENTS SHALL BE FOLLOWED PER THE REPORT. PHYSICAL COPIES OF THE SOIL MANAGEMENT REPORT SHALL BE PROVIDED TO CLIENT, PROJECT LANDSCAPE ARCHITECT AND LOCAL AGENCY AS REQUIRED. SOIL MANAGEMENT REPORT SHALL CONFORM TO STATE AB1881 WATER EFFICIENT LANDSCAPE ORDINANCE OR AGENCY ADOPTED WELO AS FOLLOWS:
(1) SUBMIT SOIL SAMPLING TO A LABORATORY FOR ANALYSIS AND RECOMMENDATIONS.
  (A) SOIL SAMPLING SHALL BE CONDUCTED IN ACCORDANCE WITH LABORATORY PROTOCOL, INCLUDING PROTOCOLS REGARDING ADEQUATE SAMPLING DEPTH FOR THE INTENDED PLANTS.
  (B) THE SOIL ANALYSIS MAY INCLUDE: SOIL TEXTURE, INFILTRATION RATE DETERMINED BY LABORATORY TEST OR SOIL TEXTURE INFILTRATION RATE TABLE, PH, TOTAL SOLUBLE SALTS, SODIUM, PERCENT ORGANIC MATTER, AND RECOMMENDATIONS.
(2) THE PROJECT APPLICANT, OR HIS/HER DESIGNEE, SHALL COMPLY WITH ONE OF THE FOLLOWING:
  (A) IF SIGNIFICANT MASS GRADING IS NOT PLANNED, THE SOIL ANALYSIS REPORT SHALL BE SUBMITTED TO THE LOCAL AGENCY AS PART OF THE LANDSCAPE DOCUMENTATION PACKAGE; OR
  (B) IF SIGNIFICANT MASS GRADING IS PLANNED, THE SOIL ANALYSIS REPORT SHALL BE SUBMITTED TO THE LOCAL AGENCY AS PART OF THE CERTIFICATE OF COMPLETION.
(3) THE SOIL ANALYSIS REPORT SHALL BE MADE AVAILABLE, IN A TIMELY MANNER, TO THE PROFESSIONALS PREPARING THE LANDSCAPE DESIGN PLANS AND IRRIGATION DESIGN PLANS TO MAKE ANY NECESSARY ADJUSTMENTS TO THE DESIGN PLANS.
(4) THE PROJECT APPLICANT, OR HIS/HER DESIGNEE, SHALL SUBMIT DOCUMENTATION VERIFYING IMPLEMENTATION OF SOIL ANALYSIS REPORT RECOMMENDATIONS TO THE LOCAL AGENCY WITH CERTIFICATE OF COMPLETION.

CONTRACTOR MUST PROVIDE AN IRRIGATION AUDIT IN ACCORDANCE WITH TITLE 23 BY THE STATE DEPARTMENT OF WATER RESOURCES SECTION 492.12, OR LOCAL AGENCY APPROVED ORDINANCE. IRRIGATION AUDIT, IRRIGATION SURVEY, AND IRRIGATION WATER USE ANALYSIS PRIOR TO PROJECT ACCEPTANCE.

CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT THE WORK IS COMPLETE AND IN COMPLIANCE WITH THE MOST CURRENT CODES, ORDINANCES AND REQUIREMENTS OF THE GOVERNING AGENCY. HMH IS NOT RESPONSIBLE FOR CHANGES WHICH OCCUR TO THE CODES, ORDINANCES OR REQUIREMENTS AFTER THE GOVERNING AGENCY'S APPROVAL OR DURING INSTALLATION.

CONTRACTOR IS SOLELY RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, OR FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. HMH IS NOT RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONSTRUCTION CONTRACT DOCUMENTS, NOR RESPONSIBLE FOR ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS, OR THEIR AGENTS OR EMPLOYEES, OR OF ANY OTHER PERSONS PERFORMING PORTIONS OF THE WORK.

AS REQUESTED BY THE OWNER, HMH WILL VISIT THE SITE AT INTERVALS APPROPRIATE TO THE STAGE OF CONSTRUCTION TO REVIEW THE PROGRESS AND QUALITY OF WORK AND TO DETERMINE IN GENERAL IF THE WORK IS BEING PERFORMED IN A MANNER INDICATING THAT THE WORK, WHEN COMPLETED, WILL BE IN SUBSTANTIAL CONFORMANCE WITH THE CONSTRUCTION DOCUMENTS. HOWEVER, HMH WILL NOT MAKE EXHAUSTIVE OR CONTINUOUS ON-SITE OBSERVATIONS TO CHECK QUALITY OF THE WORK.

THERE IS NO WARRANTY OR GUARANTEE EITHER EXPRESSED OR IMPLIED BY HMH FOR THE COMPLETION OF THE WORK OR THE QUALITY OF PERFORMANCE OF THE CONSTRUCTION CONTRACTOR(S).

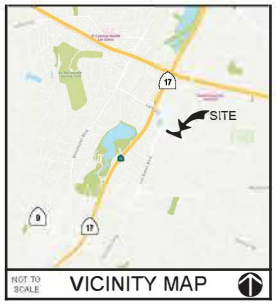
CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK, USING THE CONTRACTOR'S BEST SKILL AND ATTENTION. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR AND HAVE CONTROL OVER CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES AND FOR COORDINATING ALL PORTIONS OF THE WORK.

CONTRACTOR SHALL BE RESPONSIBLE TO THE OWNER FOR ACTS AND OMISSIONS OF THE CONTRACTOR'S EMPLOYEES, SUBCONTRACTORS AND THEIR AGENTS AND EMPLOYEES, AND OTHER PERSONS PERFORMING PORTIONS OF THE WORK UNDER A CONTRACT WITH CONTRACTOR.

IN THE EVENT OWNER CONSENTS TO, ALLOWS, AUTHORIZES OR APPROVES OF CHANGES TO ANY PLANS, SPECIFICATIONS, OR OTHER CONSTRUCTION DOCUMENTS, AND THESE ALTERATIONS ARE NOT APPROVED IN WRITING BY HMH, OWNER RECOGNIZES THAT SUCH ALTERATION AND THE RESULTS THEREOF ARE NOT THE RESPONSIBILITY OF HMH. IN ADDITION, OWNER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HMH HARMLESS FROM ANY DAMAGE, LIABILITY OR COST (INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS OF DEFENSE) ARISING FROM SUCH ALTERATIONS.

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES SHOWN ON THE PLANS WERE OBTAINED FROM AVAILABLE RECORDS AT THE TIME THE PLANS WERE DRAFTED AND DO NOT CONSTITUTE A REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF THE LOCATION OR THE EXISTENCE OR NONEXISTENCE OF SUCH UTILITIES. IN NORTHERN CALIFORNIA, CONTRACTOR SHALL CONTACT UNDERGROUND SERVICES ALERT AT 1-800-642-2444 PRIOR TO PERFORMING ANY CONSTRUCTION WORK. IN OTHER AREAS, CONTRACTOR SHALL CONTACT A SIMILAR AGENCY/ORGANIZATION.

CONTRACTOR SHALL PROVIDE PROPER PROJECT MAINTENANCE AFTER THE PROJECT IS COMPLETE. ANY LACK OF OR IMPROPER MAINTENANCE MAY RESULT IN DAMAGE TO PROPERTY OR PERSONS. CONTRACTOR SHALL BE RESPONSIBLE FOR THE RESULTS OF ANY LACK OF OR IMPROPER MAINTENANCE.



INDEX OF DRAWINGS

SHEET	TITLE
L0.1	COVERSHEET
L0.2	TREE PROTECTION PLAN
L0.3	TREE PROTECTION NOTES AND TREE PROTECTION FENCING DETAIL
L1.1	LANDSCAPE PLAN
L2.1	MATERIALS LIST, CONSTRUCTION NOTES AND DETAILS
L3.1	PLANTING LEGEND AND NOTES
L3.2	PLANTING DETAILS
L4.1	IRRIGATION PLAN
L4.2	IRRIGATION LEGEND AND NOTES
L4.3	IRRIGATION DETAILS
L5.1 - L5.5	LANDSCAPE SPECIFICATIONS
C1	GRADING AND DRAINAGE PLAN

GOVERNING AGENCY

TOWN OF LOS GATOS:

PARKS DEPARTMENT
110E. MAIN STREET
LOS GATOS, CA 95030
(408) 354-6876

CONSULTANTS

LANDSCAPE ARCHITECT :

HMH LANDSCAPE ARCHITECTURE
1570 OAKLAND ROAD
SAN JOSE, CA 95131
(408) 487-2200

CIVIL ENGINEER:

HMHCIVIL ENGINEER
1570 OAKLAND ROAD
SAN JOSE, CA 95131
(408) 487-2200

HMH
Land Use Entitlements
Land Planning
Landscape Architecture
Civil Engineering
Utility Design
Land Surveying
Stormwater Compliance
1570 Oakland Road (408) 487-2200
San Jose, CA 95131 HMHca.com

LIVE OAK MANOR PARK
CARLTON AVENUE AND
GATEWAY DRIVE
LOS GATOS, CA

NO	DATE	DESCRIPTION

PROJECT NO:	8764.00
CAD DWG FILE:	8764.00 CVC.DWG
DESIGNED BY:	LS
DRAWN BY:	HMH
CHECKED BY:	CM
DATE:	AUGUST 2, 2024
SCALE:	NONE

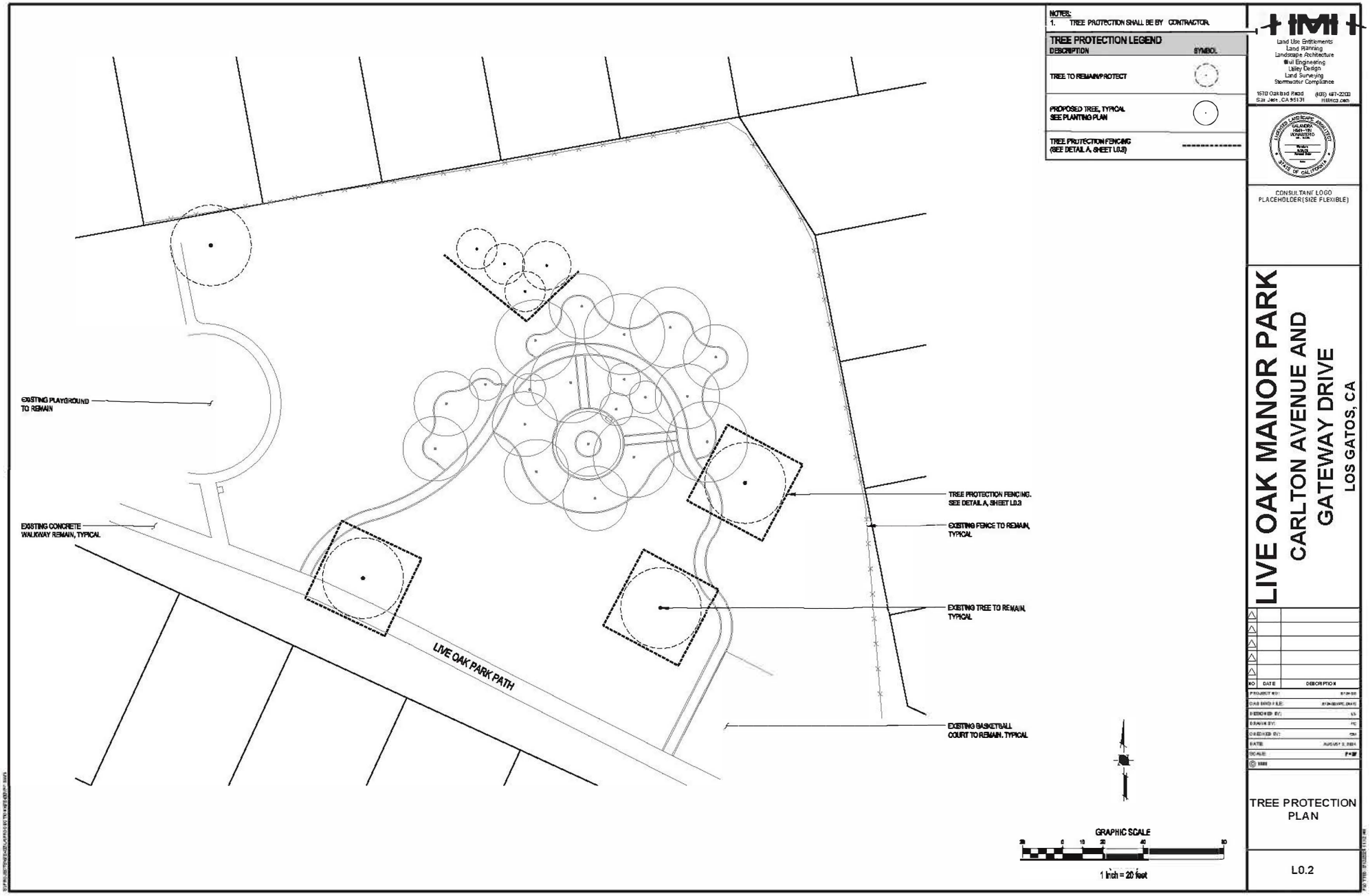
© HMH

COVER SHEET

L0.1

EXHIBIT A

Docusign Envelope ID: DB549F48-961C-41BA-9781-75208FA815DA



Land Use Entitlements
Land Planning
Landscape Architecture
Civil Engineering
Utility Design
Land Surveying
Stormwater Compliance
1570 Oakbid Road (408) 487-2200
San Jose, CA 95131 HMHca.com

CONSULTANT LOGO PLACEHOLDER(SIZE FLEXIBLE)

LIVE OAK MANOR PARK
CARLTON AVENUE AND GATEWAY DRIVE
LOS GATOS, CA

NO	DATE	DESCRIPTION

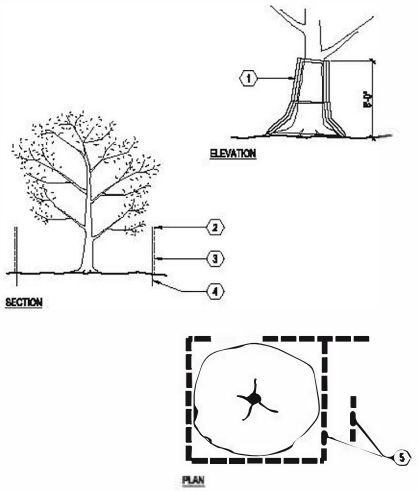
TREE PROTECTION PLAN

L0.2

Docusign Envelope ID: DB549F48-961C-41BA-9781-75208FA815DA

NOTES:
1. CONSTRUCTION PERIOD PROTECTION FOR TREES SHOULD BE PROVIDED BEFORE GRADING OR OTHER EQUIPMENT IS ALLOWED ON THE PROPERTY.
2. WHEN CONSTRUCTION IS TO TAKE PLACE BENEATH A TREE CANOPY ON ONE SIDE, THE FENCE SHOULD BE SITED 2 TO 3 FEET BEYOND THAT CONSTRUCTION, BUT BETWEEN CONSTRUCTION AND THE TREE TRUNK.
3. IF CONSTRUCTION OR PAVING IS TO TAKE PLACE THROUGHOUT THE AREA BENEATH CANOPY, AND DRIP LINE FENCING IS NOT PRACTICAL, SNOW FENCING SHOULD BE USED TO PROTECT THE TRUNKS FROM DAMAGE.

1. SNOW FENCING THREE LAYERS OF WIRE AND LATH SNOW FENCING TO 8 FEET ABOVE GROUND ON TREES WHERE CONSTRUCTION WILL TAKE PLACE BENEATH THE CANOPY.
2. TOP OF FENCE WITH FLUORESCENT FLAGGING TAPE HUNG EVERY 10 FEET
3. 6' CHAIN LINK OR WELDED WIRE MESH
4. 6' FENCE POST OF 2" DIAMETER GI PIPE OR T-ANGLE POST
5. FENCE PLACED AT DRIP LINE OR 50% GREATER THAN THE TREE CANOPY RADIUS WHERE POSSIBLE



TREE PROTECTION FENCING
SCALE: NOT TO SCALE

TREE PROTECTION NOTES

SITE PREPARATION:
ALL EXISTING TREES SHALL BE FENCED WITHIN OR AT THE DRIP LINE (FOLIAR SPREAD) OF THE TREE. DEPENDING ON THE LOCATION OF THE TREE THE FENCING MAY NOT BE ABLE TO BE AT THE DRIPLINE. EXAMPLES OF THIS WOULD BE PUBLIC RIGHT OF WAY, NEAR PROPERTY LINES OR AROUND EXISTING STRUCTURES TO REMAIN. WHERE COMPLETE DRIP LINE FENCING IS NOT POSSIBLE, THE ADDITION OF STRAW WADDLES AND ORANGE SNOW FENCING WRAPPING THE TRUNK SHALL BE INSTALLED PER THE TREE PROTECTION DETAIL. THE FENCE SHOULD BE A MINIMUM OF SIX FEET HIGH, MADE OF GALVANIZED 11-GAUGE WIRE MESH WITH GALVANIZED POSTS OR ANY MATERIAL SUPERIOR IN QUALITY. A TREE PROTECTION ZONE (TPZ) SIGN SHALL BE AFFIXED TO FENCING AT APPROPRIATE INTERVALS AS DETERMINED BY THE ARBORIST ON SITE. SEE TREE PROTECTION DETAIL FOR ADDITIONAL INFORMATION, INCLUDING TREE PROTECTION ZONE SIGN. IF THE FENCE IS WITHIN THE DRIP LINE OF THE TREES, THE FOLIAR FRINGE SHALL BE RAISED TO OFFSET THE CHANCE OF LIMB DAMAGE FROM ACTIVE CONSTRUCTION.

ACTIVE CONSTRUCTION:
ALL CONTRACTORS, SUBCONTRACTORS AND OTHER PERSONNEL SHALL BE WARNED THAT ENCROACHMENT WITHIN THE FENCED AREA AND DRIPLINE IS PROHIBITED WITHOUT THE CONSENT OF THE CERTIFIED ARBORIST ON THE JOB. THIS INCLUDES, BUT IS NOT LIMITED TO, STORAGE OF LUMBER AND OTHER MATERIALS, DISPOSAL OF PAINTS, SOLVENTS OR OTHER NOXIOUS MATERIALS, PARKED CARS, GRADING EQUIPMENT OR OTHER HEAVY EQUIPMENT. IF CONSTRUCTION ACTIVITY NEEDS TO HAPPEN IN THE TPZ THE FENCE CAN BE MOVED TEMPORARILY FOR DELIVERY OF CONSTRUCTION MATERIALS. THE CONTRACTOR SHOULD MAKE ACCOMMODATIONS TO OFF LOAD ITEMS SUCH AS TRUSSES, TIMBER, PLASTERBOARD, WALLBOARD, CONCRETE, GYPSUM BOARD, FLOORING, ROOFING OR ANY OTHER HEAVY CONSTRUCTION MATERIAL OUTSIDE THE FOLIAR SPREAD OF THE TREE SO THERE IS NO HEAVY EQUIPMENT NEEDED THAT COULD CAUSE DAMAGE TO THE CANOPY OF THE TREE OR COMPACT THE ROOT ZONE. THE TREE PROTECTION FENCING SHOULD BE REESTABLISHED PER THE PLANS AND DETAILS IMMEDIATELY AFTER ANY ACTIVITY THROUGH THE TPZ. PENALTIES, BASED ON THE COST OF REMEDIAL REPAIRS AND THE EVALUATION GUIDE PUBLISHED BY THE INTERNATIONAL SOCIETY OF ARBORICULTURE, SHALL BE ASSESSED FOR DAMAGES TO THE TREES.

GRADING/EXCAVATING:
ALL GRADING PLANS THAT SPECIFY GRADING WITHIN THE DRIP LINE OF ANY TREE, OR WITHIN THE DISTANCE FROM THE TRUNK AS OUTLINED IN THE SITE PREPARATION SECTION ABOVE WHEN SAID DISTANCE IS OUTSIDE THE DRIP LINE, SHALL FIRST BE REVIEWED BY A CERTIFIED ARBORIST. PROVISIONS FOR AERATION, DRAINAGE, PRUNING, TUNNELING BENEATH ROOTS, ROOT PRUNING OR OTHER NECESSARY ACTIONS TO PROTECT THE TREES SHALL BE OUTLINED BY AN ARBORIST. IF TRENCHING IS NECESSARY WITHIN THE AREA AS DESCRIBED ABOVE, SAID TRENCHING SHALL BE UNDERTAKEN BY HAND LABOR AND DUG DIRECTLY BENEATH THE TRUNK OF THE TREE. ALL ROOTS 2 INCHES OR LARGER SHALL BE TUNNELED UNDER AND OTHER ROOTS SHALL BE CUT SMOOTHLY TO THE TRUNK SIDE OF THE TRENCH. THE TRUNK SIDE SHOULD BE DRAPED IMMEDIATELY WITH TWO LAYERS OF UNTREATED BURLAP TO A DEPTH OF 3 FEET FROM THE SURFACE. THE BURLAP SHALL BE SOAKED NIGHTLY AND LEFT IN PLACE UNTIL THE TRENCH IS BACK FILLED TO THE ORIGINAL LEVEL. AN ARBORIST SHALL EXAMINE THE TRENCH PRIOR TO BACK FILLING TO ASCERTAIN THE NUMBER AND SIZE OF ROOTS CUT, SO AS TO SUGGEST THE NECESSARY REMEDIAL REPAIRS.

REMEDIAL REPAIRS:
AN ARBORIST SHALL HAVE THE RESPONSIBILITY OF OBSERVING ALL ONGOING ACTIVITIES THAT MAY AFFECT THE TREES AND PRESCRIBING NECESSARY REMEDIAL WORK TO ENSURE THE HEALTH AND STABILITY OF THE TREES. THIS INCLUDES, BUT IS NOT LIMITED TO, ALL ARBORIST ACTIVITIES BROUGHT OUT IN THE PREVIOUS SECTIONS. IN ADDITION, PRUNING, AS OUTLINED IN INTERNATIONAL SOCIETY OF ARBORICULTURE BEST MANAGEMENT PRACTICES: PRUNING AND ANSI A300 PART 1 STANDARD PRACTICES: PRUNING, SHALL BE PRESCRIBED AS NECESSARY. FERTILIZING, AERATION, IRRIGATION, PEST CONTROL AND OTHER ACTIVITIES SHALL BE PRESCRIBED ACCORDING TO THE TREE NEEDS, LOCAL SITE REQUIREMENTS, AND STATE AGRICULTURAL PEST CONTROL LAWS. ALL SPECIFICATIONS SHALL BE IN WRITING. FOR PEST CONTROL OPERATIONS, CONSULT THE LOCAL COUNTY AGRICULTURAL COMMISSIONER'S OFFICE FOR INDIVIDUALS LICENSED AS PEST CONTROL ADVISORS OR PEST CONTROL OPERATORS.

FINAL INSPECTION:
UPON COMPLETION OF THE PROJECT, THE ARBORIST SHALL REVIEW ALL WORK UNDERTAKEN THAT MAY IMPACT THE EXISTING TREES. SPECIAL ATTENTION SHALL BE GIVEN TO CUTS AND FILLS, COMPACTING, DRAINAGE, PRUNING AND FUTURE REMEDIAL WORK. AN ARBORIST SHOULD SUBMIT A FINAL REPORT IN WRITING OUTLINING THE ONGOING REMEDIAL CARE FOLLOWING THE FINAL INSPECTION.

HMH
Land Use Entitlements
Land Planning
Landscape Architecture
Civil Engineering
Utility Design
Land Surveying
Stormwater Compliance
1570 Oakbrid Road (408) 487-2200
San Jose, CA 95131 HMHca.com

CONSULTANT LOGO PLACEHOLDER(SIZE FLEXIBLE)

LIVE OAK MANOR PARK
CARLTON AVENUE AND GATEWAY DRIVE
LOS GATOS, CA

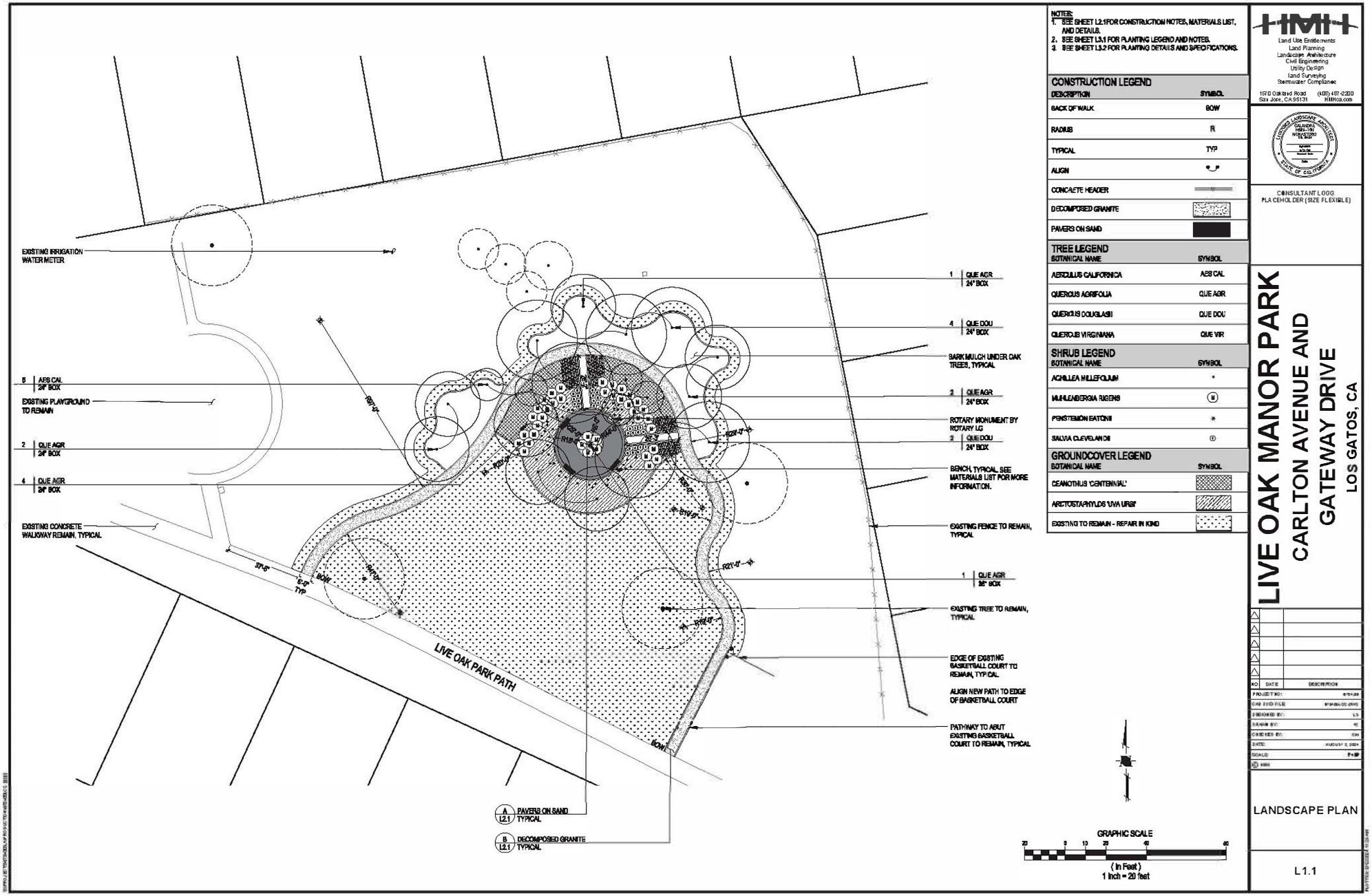
NO	DATE	DESCRIPTION

PROJECT NO: 8134-00
CAD DWG FILE: 8134-SHEET_DATE
DESIGNED BY: LS
DRAWN BY: PC
CHECKED BY: TM
DATE: AUGUST 2, 2024
SCALE: AS SHOWN
© HMH

TREE PROTECTION NOTES AND TREE PROTECTION FENCING DETAIL

L0.3

Docusign Envelope ID: DB549F48-961C-41BA-9781-75208FA815DA



NOTES:
1. SEE SHEET L2.1 FOR CONSTRUCTION NOTES, MATERIALS LIST, AND DETAILS.
2. SEE SHEET L3.1 FOR PLANTING LEGEND AND NOTES.
3. SEE SHEET L3.2 FOR PLANTING DETAILS AND SPECIFICATIONS.

CONSTRUCTION LEGEND

DESCRIPTION	SYMBOL
BACK OF WALK	BOW
RADIUS	R
TYPICAL	TYP
ALIGN	
CONCRETE HEADER	
DECOMPOSED GRANITE	
PAVERS ON SAND	

TREE LEGEND

BOTANICAL NAME	SYMBOL
AESCULUS CALIFORNICA	AES CAL
QUERCUS AGRIFOLIA	QUE AGR
QUERCUS DOUGLASII	QUE DOU
QUERCUS VIRGINIANA	QUE VIR

SHRUB LEGEND

BOTANICAL NAME	SYMBOL
ACHILLEA MILLEFOLIUM	
MUHLENBERGIA RIGENS	M
PENSTEMON EATONII	
SALVIA CLEVELANDII	D

GROUNDCOVER LEGEND

BOTANICAL NAME	SYMBOL
CEANOTHUS 'CENTENNIAL'	
ARCTOSTAPHYLOS 'UVA URSI'	
EXISTING TO REMAIN - REPAIR IN KIND	

HMH
Land Use Entitlements
Land Planning
Landscape Architecture
Civil Engineering
Utility Design
Land Surveying
Stormwater Compliance
1570 Oakland Road San Jose, CA 95131 (408) 487-2200 HMHca.com

CONSULTANT LOGO PLACEHOLDER (SIZE FLEXIBLE)

LIVE OAK MANOR PARK
CARLTON AVENUE AND GATEWAY DRIVE
LOS GATOS, CA

NO.	DATE	DESCRIPTION

PROJECT NO: 979-20
CAD DWG FILE: 979-20L1.1.dwg
DRAWN BY: LS
CHECKED BY: KH
DATE: AUGUST 2, 2021
SCALE: 1"=20'

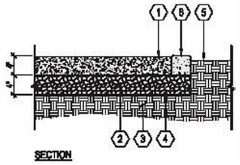
LANDSCAPE PLAN

L1.1

Docusign Envelope ID: DB549F48-961C-41BA-9781-75208FA815DA

NOTES:
1. SEE MATERIALS LIST FOR COLOR, TYPE, AND FINISH.

1. DECOMPOSED GRANITE, COMPACTED IN 2" LIFTS
2. CLASS 2 AGGREGATE BASE
3. NATIVE GRADE
4. WEED BARRIER FABRIC
5. FINISH GRADE, TO BE 1" BELOW DECOMPOSED GRANITE
6. CONCRETE HEADER, SEE DETAIL

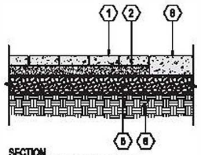


SECTION

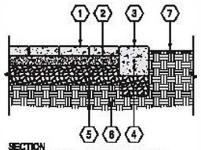
B DECOMPOSED GRANITE
SCALE: 1" = 1'-0"

NOTES:
1. SEE MATERIALS LIST FOR COLOR, TYPE, AND FINISH.

1. PAVERS
2. SAND LEVELING BED, 2" THICK
3. CONCRETE HEADER, 6" WIDE, 6" DEEP, TOP OF HEADER SHALL BE FLUSH WITH TOP OF PAVERS
4. #4 REBAR, CONTINUOUS, CENTERED IN CONCRETE HEADER
5. CLASS 2 AGGREGATE BASE, 4" THICK
6. NATIVE GRADE
7. FINISH GRADE, 1" BELOW CONCRETE FOR TURF AREAS, 2" BELOW CONCRETE FOR PLANTING AREAS
8. ADJACENT PAVING, SEE CONSTRUCTION PLAN



SECTION
PAVERS AT ADJACENT PAVING

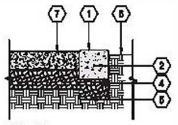


SECTION
PAVERS AT ADJACENT PLANTING AREA

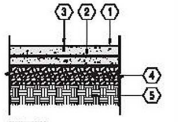
A PAVERS ON SAND
SCALE: 1" = 1'-0"

NOTES:
1. SEE MATERIALS LIST FOR COLOR, TYPE, AND FINISH.

1. CONCRETE HEADER, 6" WIDE, 6" DEEP, 1/2" RADIUS ON BOTH TOP EDGES
2. #3 REBAR, CONTINUOUS, CENTERED IN CONCRETE HEADER
3. TOOLED OR SAW CUT CONTROL JOINT, 1/4" WIDE, 1" DEEP, AT 6'-0" O.C.
4. CLASS 2 AGGREGATE BASE, 4" THICK
5. NATIVE GRADE
6. FINISH GRADE, TO BE 1" BELOW CONCRETE FOR TURF AREAS, 2" BELOW CONCRETE FOR PLANTING AREAS
7. ADJACENT FINISH SURFACE, SEE CONSTRUCTION PLAN



SECTION



SECTION

C CONCRETE HEADER
SCALE: 1"=1'-0"

CONSTRUCTION PLAN NOTES

CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT FOR THE INSTALLATION OF ALL IMPROVEMENTS AS SHOWN ON THE DRAWINGS AND AS DESCRIBED IN THE SPECIFICATIONS.

CONTRACTOR SHALL REVIEW ALL EXISTING SITE CONDITIONS PRIOR TO SUBMITTING BID AND PRIOR TO COMMENCING INSTALLATION. IF ANY DISCREPANCIES EXIST, THEY SHOULD BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE OWNER'S AUTHORIZED REPRESENTATIVE.

CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND STAKING ALL SEWER, WATER AND UTILITY LINES ABOVE OR BELOW GRADE THAT MIGHT BE DAMAGED AS A RESULT OF CONSTRUCTION OPERATIONS. CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR ANY COST INCURRED FOR REPAIR, RESTORATION, OR REPLACEMENT OF AFOREMENTIONED UTILITIES DAMAGED AS A RESULT OF CONSTRUCTION OPERATIONS.

DEVIATIONS BETWEEN THE DRAWINGS AND ACTUAL FIELD CONDITIONS SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE OWNER'S AUTHORIZED REPRESENTATIVE.

HARDSCAPE AND STRUCTURAL ELEMENTS SHALL BE PLACED PER GEOTECHNICAL SOILS REPORT. IF SUCH REPORT IS UNAVAILABLE, CONTRACTOR SHALL DISCUSS PLACEMENT ON SUITABLE GRADE WITH THE OWNER'S AUTHORIZED REPRESENTATIVE.

UNLESS DESIGNATED ON THE DRAWINGS OTHERWISE, ALL MATERIALS DESIGNATED FOR REMOVAL SHALL BE DISPOSED OF OFF-SITE.

COSTS INCURRED DUE TO REPAIR, RESTORATION, OR REPLACEMENT OF EXISTING IMPROVEMENTS WHICH ARE DESIGNATED "TO BE PROTECTED" OR "TO REMAIN" WHICH ARE DAMAGED AS A RESULT OF CONSTRUCTION OPERATIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

UNLESS DESIGNATED ON THE DRAWINGS OTHERWISE, MATERIALS TO BE PURCHASED AND FURNISHED BY THE CONTRACTOR SHALL BE NEW.

CONCRETE INDICATED FOR SAWCUTTING AND REMOVAL SHALL BE CUT TO A TRUE LINE WITH NEATLY SAWED EDGES. IF A SAWCUT IS WITHIN THREE FEET (3') OF AN EXISTING EXPANSION OR CONTROL JOINT, CONCRETE SHALL BE REMOVED TO THAT NEAREST JOINT.

CONTRACTOR SHALL SUBMIT SHOP DRAWINGS, MANUFACTURER'S CUT OR DATA SHEETS FOR APPROVAL PRIOR TO ORDERING MATERIALS. CONTRACTOR SHALL FURNISH TO THE OWNER'S AUTHORIZED REPRESENTATIVE A CERTIFICATE OF COMPLIANCE FOR SUCH FURNISHED MATERIALS.

ABANDONED PIPES SHALL BE CAPPED OR PLUGGED IN A MANNER APPROVED BY THE OWNER'S AUTHORIZED REPRESENTATIVE.

MATERIALS LIST

CONCRETE HEADER: SHALL BE NATURAL GREY WITH SMOOTH TROWEL FINISH.

PAVERS ON SAND: CONCRETE HEADER SHALL BE NATURAL COLOR WITH SMOOTH TROWEL. ON SH... PAVER STONES SHALL BE BELDEN BRICK COMPANY 4X8 TAN BRICK. ODNOR ENGRAVING BY POLAR ENGRAVING. WWW.POLARENGRAVING.COM

DECOMPOSED GRANITE: SHALL BE LYNGSO CALIFORNIA GOLD WITH POLYPAVEMENT STABILIZER. INSTALL PER MANUFACTURER'S RECOMMENDATIONS. ADD ADDITIONAL SURFACE BINDER. SURFACE BINDER: SHALL BE POLYPAVEMENT. INSTALL PER MANUFACTURER'S RECOMMENDATIONS.

BENCH: VICTOR STANLEY MODEL B. WOOD SLAT. 6' LENGTH. CENTER ARMREST. 3 TOTAL PER PLAN.

MONUMENT ITEM: PER ROTARY LOS GATOS

HMH
Land Use Entitlements
Land Planning
Landscape Architecture
Civil Engineering
Utility Design
Land Surveying
Stormwater Compliance
1570 Oakland Road (408) 487-2200
San Jose, CA 95131 HMHca.com

LIVE OAK MANOR PARK
CARLTON AVENUE AND GATEWAY DRIVE
LOS GATOS, CA

NO	DATE	DESCRIPTION

PROJECT NO: 21-26
DRAWING FILE: 21-26 DETAILS.DWG
DRAWN BY: LC
CHECKED BY: CH
DATE: AUGUST 2, 2021
SCALE: AS INDICATED

CONSTRUCTION NOTES, MATERIALS LIST AND DETAILS

L2.1

Docusign Envelope ID: DB549F48-961C-41BA-9781-75208FA815DA

PLANTING PLAN NOTES

CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO FURNISH AND INSTALL PLANT MATERIAL AS SHOWN ON THE DRAWINGS AND AS DESCRIBED IN THE SPECIFICATIONS.

UNLESS DESIGNATED ON THE DRAWINGS OTHERWISE, STRUCTURAL IMPROVEMENTS AND HARDSCAPE SHALL BE INSTALLED PRIOR TO PLANTING OPERATIONS.

PLANT LIST ON THE DRAWINGS SHALL BE USED AS A GUIDE ONLY. CONTRACTOR SHALL TAKEOFF AND VERIFY SIZES AND QUANTITIES BY PLAN CHECK.

A SOIL MANAGEMENT REPORT SHALL BE PROVIDED BY LANDSCAPE CONTRACTOR AND SOIL AMENDMENTS SHALL BE FOLLOWED PER THE REPORT. PHYSICAL COPIES OF THE SOIL MANAGEMENT REPORT SHALL BE PROVIDED TO THE CLIENT, PROJECT LANDSCAPE ARCHITECT AND LOCAL AGENCY AS REQUIRED. THE SOIL MANAGEMENT REPORT SHALL CONFORM TO STATE AB1881 WATER EFFICIENT LANDSCAPE ORDINANCE (WELO) OR LOCAL AGENCY ADOPTED WELO. CONTRACTOR SHALL OBTAIN A SOILS MANAGEMENT REPORT AFTER GRADING OPERATIONS AND PRIOR TO PLANT INSTALLATION.

SAMPLES OF FERTILIZERS, ORGANIC AMENDMENT, SOIL CONDITIONERS, AND SEED SHALL BE SUBMITTED PRIOR TO INCORPORATION. CONTRACTOR SHALL FURNISH TO THE OWNER'S AUTHORIZED REPRESENTATIVE A CERTIFICATE OF COMPLIANCE FOR SUCH FURNISHED MATERIALS.

ALL WORK ON THE IRRIGATION SYSTEM, INCLUDING HYDROSTATIC, COVERAGE, AND OPERATIONAL TESTS AND THE BACKFILLING AND COMPACTION OF TRENCHES SHALL BE PERFORMED PRIOR TO PLANTING OPERATIONS.

LOCATIONS OF PLANT MATERIAL SHALL BE REVIEWED ON SITE BY THE OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO INSTALLATION.

TREES SHALL BE PLANTED NO CLOSER THAN TEN FEET (10') FROM UTILITIES.

TREES PLANTED WITHIN FIVE FEET (5') OF HARDSCAPE OR STRUCTURES SHALL BE INSTALLED WITH A ROOT BARRIER AS APPROVED BY THE OWNER'S AUTHORIZED REPRESENTATIVE.

CONTRACTOR MUST CONTACT THE TOWN OF LOS GATOS ARBORIST TO VERIFY SPECIES (EVEN IF SHOWN ON THE PLANS), LOCATIONS, AND QUANTITIES OF ALL STREET TREES PRIOR TO ORDERING MATERIAL. IF STREET TREES ARE TO BE PLANTED IN TREE WELLS, FINAL LOCATION OF TREE WELLS SHALL BE DETERMINED BY THE ARBORIST PRIOR TO INSTALLATION OF SIDEWALK.

ALL PLANTING AREAS TO RECEIVE 3" THICK BARK MULCH LAYER. CONTRACTOR SHALL PROVIDE SAMPLE OF PROPOSED BARK MULCH FOR APPROVAL. BARK MULCH SHALL BE LYNGSO SMALL FIR BARK (3/4" TO 1-1/2") OR APPROVED EQUAL.

ALL PLANT MATERIAL SHALL BE SELECTED IN ACCORDANCE WITH THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1).
FOR STANDARD FORM TREES, CALIPER SIZE SHALL BE MEASURED 6" ABOVE THE SOIL LINE FOR CALIPERS EQUAL TO OR LESS THAN 4" FOR CALIPERS GREATER THAN 4", CALIPER SHALL BE MEASURED 12" ABOVE THE SOIL LINE. FOR MULTI-TRUNK TREES THE CALIPER SHALL BE ESTABLISHED BY TAKING THE AVERAGE OF THE CALIPER OF THE TWO LARGEST TRUNKS.
CALIPER IS MEASURED 6" ABOVE ORIGINATION POINT OF THE SECOND LARGEST TRUNK OR 6" ABOVE GROUND IF ALL TRUNKS ORIGINATE FROM THE SOIL.

CALIPER SIZES STANDARDS:
15 GALLON: 0.75-1.25"
24" BOX: 1.25-2"
36" BOX: 2-3.5"
48" BOX: 3.5-5"
60" BOX: 4-6"

WATER NEEDS CATEGORY BASED ON WUCOLS IV (JANUARY 2014) LANDSCAPE COEFFICIENT METHOD:

CATEGORY	PERCENTAGE OF ETo
(H) HIGH:	0.7-0.9
(M) MEDIUM:	0.4-0.6
(L) LOW:	0.1-0.3
(VL) VERY LOW:	<0.1

PROPOSED PLANT PALETTE

SYMBOL	QTY.	BOTANICAL NAME	COMMON NAME	MINIMUM CONTAINER SIZE	H&W	WUCOLS	NOTES
TREES							
AES CAL	05	AESCULUS CALIFORNICA	CALIFORNIA BUCKEYE	24" BOX	20'X20'	VL	STANDARD FORM
QUE AGR	09	QUERCUS AGRIFOLIA	COAST LIVE OAK	24" BOX	50'X40'	VL	STANDARD FORM
QUE DOU	06	QUERCUS DOUGLASII	BLUE OAK	24" BOX	40'X30'	VL	STANDARD FORM
SHRUBS							
•	52	ACHILLEA MILLEFOLIUM	YARROW	1 GALLON	1'X2'	L	
Ⓜ	39	MUHLENBERGIA RIGENS	DEERGRASS	1 GALLON	3'X3'	L	
✱	178	PENSTEMON EATONII	FIRECRACKER PENSTEMON	1 GALLON	3'X3'	L	
⊛	29	SALVIA CLEVELANDII	CLEVELAND SAGE	5 GALLON	3'X5'	L	
GROUNDCOVERS							
	1652 SF	CEANOTHUS 'CENTENNIAL'	CENTENNIAL CEANOTHUS	1 GALLON	SPREADING	L	
	1869SF	ARCTOSTAPHYLOS 'UVA URSI'	RED BEARBERRY	1 GALLON	SPREADING	L	
	AS NEEDED	EXISTING TURF TO REMAIN - REPAIR IN KIND AS NEEDED					

HMH
Land Use Entitlements
Land Planning
Landscape Architecture
Civil Engineering
Utility Design
Land Surveying
Stormwater Compliance
1570 Oakland Road (408) 487-2200
San Jose, CA 95131 HMHCA.com

LIVE OAK MANOR PARK
CARLTON AVENUE AND GATEWAY DRIVE
LOS GATOS, CA

NO	DATE	DESCRIPTION
PROJECT NO:		21-20
CAD (MYO) FILE:		21-20 LDG.DWG
DESIGNED BY:		LS
DRAWN BY:		HMH
CHECKED BY:		CM
DATE:		AUGUST 2, 2024
SCALE:		NONE

© HMH

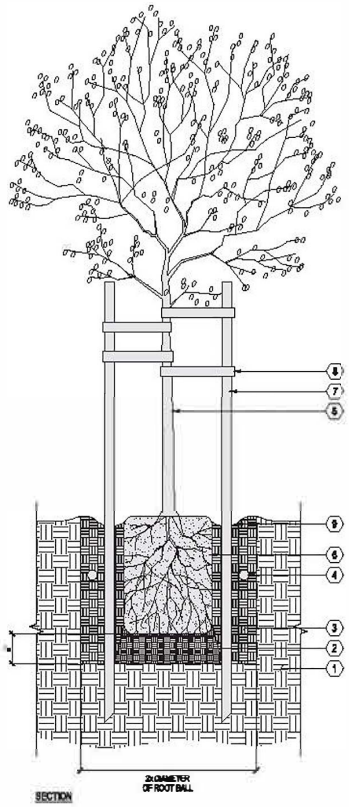
PLANTING LEGEND AND NOTES

L3.1

Docusign Envelope ID: DB549F48-961C-41BA-9781-75208FA815DA

NOTES:
1. SEE PLANTING SPECIFICATIONS PRIOR TO INSTALLATION OF PLANT MATERIALS.
2. ROOT BALL CROWN SHALL EXTEND 1" ABOVE FINNISH GRADE.
3. TREE INSTALLED IN TURF AREAS SHALL BE INSTALLED WITH 'ARBOR-GUARD' AT BASE OF TRUNK.

1. NATIVE GRADE
2. FOOT TAMP BASE.
3. BACKFILL, PUDDLE AND SETTLE PRIOR TO PLANTING TREE
4. AGRIFORM PLANT TABLETS, 3 PER 15 GALLON, 6 PER 24" BOX, AND 8 FOR 36" BOX
5. TREE
6. ROOT BALL
7. PINE LODGE POLE STAKE, 2" DIAMETER, PLACED ON WINDWARD SIDES OF TREE AND OUTSIDE OF ROOT BALL
8. CINCH TIE
9. 2" DEEP BASIN AROUND ROOT BALL. TREES PLANTED IN TURF SHALL NOT HAVE BASINS

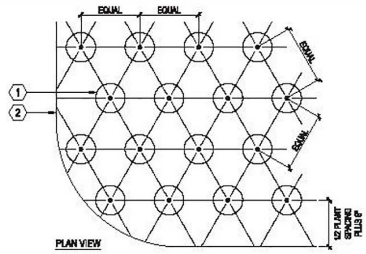


SECTION

C TREE
SCALE: 1" = 1'-0"

NOTES:
1. SEE PLANTING SPECIFICATIONS PRIOR TO INSTALLATION OF PLANT MATERIALS.
2. SPACING SHALL BE TRIANGULATED UNLESS OTHERWISE NOTED.
3. INFILL PLANTS AS REQUIRED TO MAINTAIN SPACING AT IRREGULAR EDGES.

1. PLANT, SPACING VARIES, SEE PLANTING LEGEND
2. EDGE OF PLANTING AREA

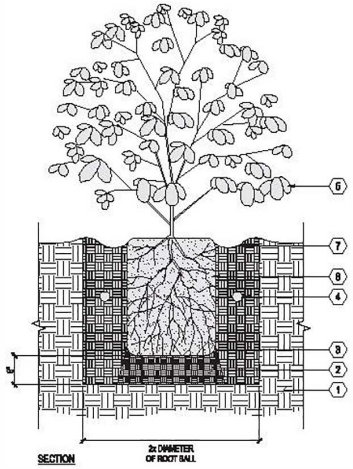


PLAN VIEW

B GROUNDCOVER
SCALE: 1" = 1'-0"

NOTES:
1. SEE PLANTING SPECIFICATIONS PRIOR TO INSTALLATION OF PLANT MATERIALS.
2. ROOT BALL CROWN SHALL EXTEND 1" ABOVE FINNISH GRADE.

1. NATIVE GRADE
2. FOOT TAMP BASE
3. BACKFILL, PUDDLE AND SETTLE PRIOR TO PLANTING SHRUB
4. AGRIFORM PLANT TABLETS, 3 PER SHRUB
5. SHRUB
6. ROOT BALL
7. 2" DEEP BASIN AROUND ROOT BALL



SECTION

A SHRUB
SCALE: 1" = 1'-0"

HMH
Land Use Entitlements
Land Planning
Landscape Architecture
Civil Engineering
Utility Design
Land Surveying
Stormwater Compliance
1570 Oakland Road (408) 487-2200
San Jose, CA 95131 HMHca.com

LIVE OAK MANOR PARK
CARLTON AVENUE AND GATEWAY DRIVE
LOS GATOS, CA

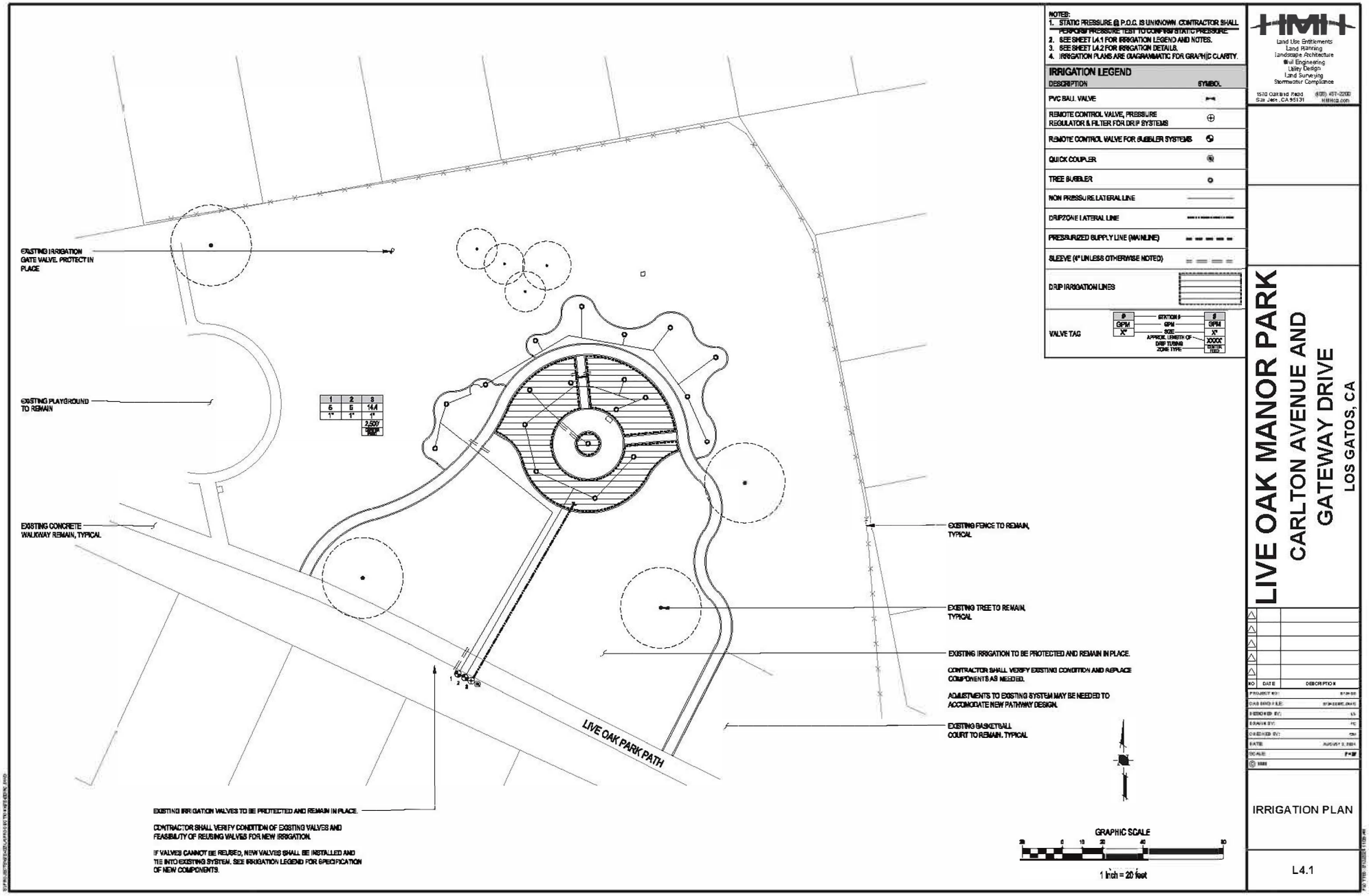
NO	DATE	DESCRIPTION

PROJECT MGR.:
CAD SHEET FILE:
DESIGNED BY:
DRAWN BY:
CHECKED BY:
DATE:
SCALE:
© HMH

PLANTING DETAILS

L3.2

Docusign Envelope ID: DB549F48-961C-41BA-9781-75208FA815DA



Docusign Envelope ID: DB549F48-961C-41BA-9781-75208FA815DA

IRRIGATION NOTES

1. CONTRACTOR SHALL CONNECT P.O.C. FROM DOWNSTREAM OF WATER METER AND COMPLETE THE ENTIRE SYSTEM AS SHOWN ON THE PLANS AND SPECIFICATIONS.
2. DRAWINGS ARE DIAGRAMMATIC AND DO NOT NECESSARILY INDICATE ALL THE OFFSETS AND FITTINGS REQUIRED FOR A COMPLETE IRRIGATION SYSTEM. THE IRRIGATION SYSTEM SHALL BE INSTALLED WITHIN A PLANTING AREA WHEREVER POSSIBLE. CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTMENTS NECESSARY TO CONFORM TO ACTUAL FIELD CONDITIONS.
3. EQUIPMENT INCLUDING MAIN, LATERALS, AND VALVES SHOWN IN HARDSCAPE AREAS ARE FOR DESIGN CLARIFICATION ONLY AND SHALL BE INSTALLED WHENEVER POSSIBLE WITHIN PLANTED AREAS A REASONABLE, REACHABLE DISTANCE FROM HARDSCAPE OR TURF AREAS UNLESS OTHERWISE NOTED ON THE DRAWINGS.
4. CONTRACTOR SHALL INSTALL WIRE AND PIPE UNDER HARDSCAPE AREAS IN SEPERATE P.V.C. SCHEDULE 40 SLEEVES. CONTRACTOR SHALL COORDINATE PIPING AND SLEEVING LOCATION PRIOR TO HARDSCAPE INSTALLATION. SLEEVING SHALL BE INSTALLED IN ACCORDANCE WITH APPLICABLE CODES. WHEREVER POSSIBLE, CONTROL WIRES SHALL OCCUPY THE SAME TRENCH AS PIPES. EACH CONTROLLER SHALL HAVE AN INDEPENDENT GROUND WIRE.
5. "I HAVE COMPLIED WITH THE CRITERIA OF THE ORDINANCE AND APPLIED THEM ACCORDINGLY FOR THE EFFICIENT USE OF WATER IN THE IRRIGATION DESIGN PLAN." INSTALL IRRIGATION SYSTEM IN ACCORDANCE WITH ALL LOCAL AND STATE CODES AND ORDINANCES.
6. THE EXISTING WATER PRESSURE AT THE PROPOSED WATER METER LOCATION RANGES FROM XX TO XX P.S.I. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND WATER PRESSURE. IF ANY DISCREPANCY COSTS BETWEEN DESIGN AND ACTUAL FIELD CONDITIONS NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY IN WRITING FOR A DECISION BEFORE PROCEEDING WITH THE INSTALLATION.
7. SYSTEM DESIGN IS BASED ON A MINIMUM OPERATING PRESSURE (P.S.I.) AND A MAXIMUM DEMAND (G.P.M.) AS SHOWN AT EACH POINT OF CONNECTION ON THE DRAWINGS. CONTRACTOR SHALL VERIFY PRESSURE AND DEMAND AT EACH POINT OF CONNECTION PRIOR TO COMMENCING INSTALLATION AND SUBMIT SUCH IN WRITING TO THE OWNER'S AUTHORIZED REPRESENTATIVE. IF ANY DISCREPANCIES EXIST, THEY SHOULD BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE OWNER'S AUTHORIZED REPRESENTATIVE.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETE AND EFFECTIVE COVERAGE OF ALL PLANTING AREAS. DURING THE MAINTENANCE PERIOD, IT IS THE RESPONSIBILITY OF THE LANDSCAPE MAINTENANCE CONTRACTOR TO ENSURE ALL PLANT MATERIAL RECEIVES AS MUCH WATER AS IS NECESSARY FOR ESTABLISHMENT AND TO SUSTAIN GOOD PLANT HEALTH.
10. CONTRACTOR SHALL FLUSH ALL LINES AND ADJUST IRRIGATION SYSTEM FOR OPTIMUM PERFORMANCE IN ACCORDANCE WITH THE SPECIFICATIONS. COSTS INCURRED DUE TO ANY ADJUSTMENTS FOR 100% COVERAGE, INCLUDING THOSE REQUESTED BY THE OWNER'S AUTHORIZED REPRESENTATIVE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
11. CONTRACTOR SHALL COORDINATE INSTALLATION OF THE IRRIGATION SYSTEM WITH THE LAYOUT AND INSTALLATION OF THE PLANT MATERIAL TO ENSURE THAT THERE WILL BE COMPLETE AND UNIFORM IRRIGATION COVERAGE OF PLANTING. THE IRRIGATION LAYOUT SHALL BE CHECKED BY THE CONTRACTOR AND OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO CONSTRUCTION TO DETERMINE IF ANY CHANGES, DELETIONS, OR ADDITIONS ARE REQUIRED. THE IRRIGATION SYSTEM SHALL BE INSTALLED AND TESTED PRIOR TO THE INSTALLATION OF ANY PLANT MATERIALS.
12. TRENCHING DEPTHS FOR IRRIGATION PIPES SHALL BE AS FOLLOWS: MAIN = 24", ALL LATERALS = 12". ALL DIMENSIONS ARE FROM THE TOP OF THE PIPE. PROVIDE A MINIMUM 3" SAND ENVELOPE AROUND ALL MAINLINE PIPE.
13. MINIMUM LATERAL SIZE SHALL BE 3/4". SEE PIPE SIZING CHART FOR SIZING.
14. IF SETTLEMENT OCCURS ALONG TRENCHES AND ADJUSTMENT(S) TO PIPES, VALVES, OR HEADS IS REQUIRED, THE CONTRACTOR, AS PART OF WORK UNDER THIS CONTRACT, SHALL MAKE ALL ADJUSTMENTS WITHOUT EXTRA COSTS TO THE OWNER.
15. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FILL AND REPAIR ALL DEPRESSIONS AND REPLACE ALL NECESSARY LAWN AND/OR PLANTING DUE TO THE SETTLEMENT OF IRRIGATION FOR ONE YEAR FOLLOWING THE ACCEPTED COMPLETION OF MAINTENANCE.
16. CONTRACTOR SHALL GUARANTEE THAT ALL MATERIAL, EQUIPMENT, AND WORKMANSHIP FURNISHED BY HIM BE FREE OF DEFECTS FOR ONE YEAR FOLLOWING THE ACCEPTED COMPLETION OF MAINTENANCE. CONTRACTOR SHALL BE LIABLE FOR REPAIRS AND REPLACEMENT OF FAILED MATERIAL DURING THIS GUARANTEE PERIOD.
17. ALL PLASTIC FITTINGS SHALL BE A MINIMUM OF 18" APART TO FACILITATE REMOVAL AND REPLACEMENT OF INDIVIDUAL FITTINGS.
18. SPLICING OF 24 VOLT WIRES WILL NOT BE PERMITTED EXCEPT IN VALVE BOXES. CONTRACTOR TO LEAVE A 24" COIL OF EXCESS WIRE AT EACH SPLICE AND EVERY 100' ON CENTER ALONG WIRE RUN. TAPE WIRE BUNDLES 10' ON CENTER. NO TAPING WILL BE PERMITTED INSIDE SLEEVES. WIRE CONNECTORS SHALL BE SCOTCH DBY OR APPROVED EQUAL, INSTALLED IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.
19. CONTROL VALVES SHALL BE SIZED AS DESIGNATED ON THE DRAWINGS AND SHALL BE INSTALLED IN VALVE BOXES AS INDICATED IN THE DETAILS. BOXES SHALL BE SET FLUSH WITH THE FINISH GRADE OR SURFACE AND PERMANENTLY MARKED AS INDICATED IN THE DETAILS.
20. EXACT LOCATION OF CONTROLLERS TO BE DETERMINED AT JOB SITE BY PROJECT MANAGER. USE THIN WALL METAL CONDUIT ABOVE GRADE AND IN GARAGES. PAINT ALL CONDUIT TO MATCH BUILDING OR WALL COLOR. USE WATERPROOF CONNECTIONS FOR OUTDOOR INSTALLATION. INSTALL PER MANUFACTURERS SPECIFICATIONS. SEAL ALL CONDUIT HOLES WITH SILICONE OR EQUAL. PROGRAM CONTROLLER TO IRRIGATE USING MULTIPLE REPEAT CYCLES OF SHORT DURATION. CARE SHALL BE TAKEN TO PREVENT RUNOFF OF WATER AND SLOPE/SOIL EROSION DUE TO PROLONGED APPLICATIONS OF WATER. FOR CONTROL WIRE INSTALLED IN GARAGE, COORDINATE WITH ELECTRICAL ENGINEER AND PROJECT ELECTRICIAN FOR CONNECTIONS BETWEEN PODIUM OR WALL PENETRATIONS TO IRRIGATION CONTROLLER LOCATION(S).
21. CONTROL WIRES SHALL BE 14 GAUGE (RED). SEPARATE WIRES SHALL RUN FROM THE CONTROLLER TO EACH VALVE. COMMON GROUND WIRES SHALL BE 12 GAUGE (WHITE) ALL CONTROL WIRES LEADING FROM VALVES TO CONTROLLER SHALL BE LOOPED-UP A MINIMUM OF 30" INTO EVERY VALVE BOX INTERCEPTED ON THE WAY TO THE CONTROLLER.
22. CONTRACTOR TO COORDINATE CONTROLLER POWER HOOK-UP WITH PROJECT ELECTRICIAN. THE GENERAL CONTRACTOR SHALL COORDINATE HIS PORTION OF WORK WITH THE UNDERGROUND ELECTRICAL CONTRACTOR TO MINIMIZE CONFLICTS.
23. FINAL LOCATION FOR BACKFLOW PREVENTION DEVICES SHALL BE APPROVED BY THE OWNERS AUTHORIZED REPRESENTATIVE PRIOR TO INSTALLING. CONTRACTOR SHALL NOTIFY ALL LOCAL JURISDICTIONS FOR INSPECTION AND TESTING OF INSTALLED BACKFLOW PREVENTION DEVICE.
24. BUBBLERS SHALL BE LOCATED ON THE UPHILL SIDE OF TREES.
25. ALL WATER TO DRAIN AWAY FROM BUILDING PER LOCAL BUILDING CODE.
31. DO NOT WILLFULLY INSTALL THE SPRINKLER SYSTEM AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT OBSTRUCTIONS, GRADE DIFFERENCES OR DIFFERENCES IN THE AREA DIMENSIONS EXIST THAT MIGHT NOT HAVE BEEN CONSIDERED IN THE ENGINEERING. SUCH OBSTRUCTIONS OF DIFFERENCES SHOULD BE BROUGHT TO THE ATTENTION OF THE OWNER'S AUTHORIZED REPRESENTATIVE. IN THE EVENT THIS NOTIFICATION IS NOT PERFORMED, THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REVISIONS NECESSARY.
32. A LAMINATED, COLOR CODED, REDUCED SIZE IRRIGATION PLAN SHALL BE FURNISHED TO THE OWNER AFTER FINAL ACCEPTANCE. PLACE ANOTHER LAMINATED COPY INSIDE THE CONTROLLER CABINET DOOR.
33. LANDSCAPE CONTRACTOR TO COORDINATE WITH GENERAL CONTRACTOR PRIOR TO DEMOLITION OR PROTECTION OF EXISTING MAINLINE AND CONTROLLER WIRE FOR FUTURE USE.
34. IF THE INTENT IS TO DEMO ANY IRRIGATION EQUIPMENT IN NEW CONSTRUCTION AREA, LANDSCAPE CONTRACTOR SHALL SUPPLY ALL NEW MAINLINE AND CONTROLLER WIRE TO NEW REMOTE CONTROL VALVE AS DESIGNED PER THIS PLAN, TYPICAL.
35. CONTRACTOR SHALL INSTALL DRIPLINE ON SLOPES PER MANUFACTURERS RECOMMENDATIONS WITH 25% INCREASED SPACING AT BOTTOM 1/3 OF SLOPE.
36. CONTRACTOR MUST PROVIDE AN IRRIGATION AUDIT IN ACCORDANCE WITH LOCAL WELO AND TITLE 23 DEPARTMENT OF WATER RESOURCES SECTION 492.12: IRRIGATION AUDIT, IRRIGATION SURVEY, AND IRRIGATION WATER USE ANALYSIS PRIOR TO PROJECT ACCEPTANCE.
37. CONTRACTOR SHALL PROVIDE A CERTIFICATE OF COMPLETION AS REQUIRED TO THE LOCAL REVIEWING AGENCY. SEE CALIFORNIA CODE OF REGULATIONS TITLE 23 WATERS DIVISION 2 DEPARTMENT OF WATER RESOURCES CHAPTER 2.7 MODEL WATER EFFICIENT LANDSCAPE ORDINANCE APPENDIX C.
38. SOIL MANAGEMENT REPORT SHALL BE PROVIDED BY LANDSCAPE CONTRACTOR AND SOIL AMENDMENTS SHALL BE FOLLOWED PER THE REPORT. PHYSICAL COPIES OF THE SOIL MANAGEMENT REPORT SHALL BE PROVIDED TO CLIENT, PROJECT LANDSCAPE ARCHITECT AND LOCAL AGENCY AS REQUIRED. SOIL MANAGEMENT REPORT SHALL CONFORM TO STATE AB1881 WATER EFFICIENT LANDSCAPE ORDINANCE OR AGENCY ADOPTED WELO.
39. CONTRACTOR IS RESPONSIBLE FOR HAND WATERING INCLUDING BUT NOT LIMITED TO THE FOLLOWING AREAS DURING PLANT ESTABLISHMENT: BIO-CELL AREAS, SODDED AREAS. THESE AREAS WILL NEED SUPPLEMENTAL HAND WATERING IF THEY ARE IRRIGATED BY DRIP UNTIL ROOTS ARE ESTABLISHED AS DRIP IRRIGATION MAY NOT PROVIDE SUFFICIENT WATER TO THESE AREAS FOR HEALTHY PLANT ESTABLISHMENT.

IRRIGATION LEGEND

SYMBOL	DESCRIPTION	MANUFACTURER/MODEL/SIZE
⋈	PVC BALL VALVE	NIBCO PVC BALL VALVE 4600-S OR EQUAL, LINE SIZE
⊕	DRIPZONE CONTROL KIT INC. REMOTE CONTROL VALVE, PRESSURE REGULATOR & FILTER FOR DRIP AND TREE BUBBLER VALVES	RAINBIRD XCZ-F-100-PRF-LOW FLOW CONTROL KIT (.2-10.0 GPM)
⊛	REMOTE CONTROL VALVE FOR BUBBLER SYSTEMS	RAINBIRD 100PGA INLET INLINE PLASTIC VALVE (2-150 GPM
◉	1" QUICK COUPLER VALVE WITH YELLOW VINYL COVER	RAINBIRD 33DLRC 3/4" QUICK COUPLING VALVE WITH LOCKING COVER

BUBBLERS	DESCRIPTION	OPERATING PRESSURE	MODEL	NOZZLE GPM
○	ON GRADE TREE BUBBLER	20-75 PSI	RAINBIRD PCT05 MOUNTED ON RAINBIRD SHRUB ADAPTERS IN QUANTITIES AS FOLLOWS: 2 PER 15 GALLON OR 24" BOX TREE 4 PER 36" BOX AND LARGER TREE	(0.26 GPM EACH)

DRIP	DESCRIPTION	OPERATING PRESSURE	MODEL
▭	ON-GRADE TORO DRIP TUBING NOTE: INSTALL TORO DL2000 PER MANUFACTURER'S SPECIFICATIONS	30 PSI	RAINBIRD LDCD612100 EMITTER TUBING (ET63918-100) FOR GROUND COVER & SHRUB AREAS: DRIPLINE SPACING =12" EMITTER SPACING =12" DRIPPER FLOW =0.63 GPH

REQUIRED DRIP EQUIPMENT NOT GRAPHICALLY DEPICTED ON PLANS: (INSTALL PER MANUFACTURER'S RECOMMENDATIONS.)

FLUSH VALVE FOR DRIP SYSTEM	MINIMUM ONE PER VALVE
AIR VACUUM RELIEF VALVE FOR DRIP SYSTEM	RAINBIRD ARV050 MINIMUM ONE PER VALVE
OPERATION INDICATOR FOR DRIP SYSTEM	RAINBIRD OPERIND MINIMUM ONE PER VALVE
DRIP TUBE FITTINGS	RAINBIRD FITTINGS

IRRIGATION LINES AND SLEEVES	DESCRIPTION	MODEL	NOTES
———	NON-PRESSURE DRIP IRRIGATION LATERAL, SIZED PER PIPE SIZING CHART	SCHEDULE 40 PVC PIPE	12" COVER
———	NON-PRESSURE IRRIGATION SUPPLY LINE-3/4" MIN.	CLASS 200 PVC PIPE	12" COVER
- - - - - -	PRESSURE SUPPLY MAINLINE	1120 SCH.40 PVC PIPE FOR SIZES 1-1/2" AND SMALLER 1120 CLASS 315 PVC PIPE FOR SIZES 2" AND LARGER	24" COVER
= = = = = =	SLEEVE: 2x ENCLOSED PIPE DIAMETER OR AS INDICATED	1120/SCHEDULE 40 PVC PIPE	24" COVER

SPRAY, ROTOR, AND BUBBLER VALVES
- 6 — CONTROLLER STATION NUMBER
- GPM — GALLONS PER MINUTE THROUGH VALVE
- X" — CONTROL VALVE SIZE

DRIP TUBING VALVES
- 6 — CONTROLLER STATION NUMBER
- GPM — GALLONS PER MINUTE THROUGH VALVE
- X" — CONTROL VALVE SIZE
- XXXX' — LENGTH OF DRIP TUBING, IF APPLICABLE
- TYPE — ZONE TYPE, IF APPLICABLE

CONDUIT & SLEEVE SIZING GUIDE

MAXIMUM NUMBER OF WIRES	MINIMUM CONDUIT SIZE (SCH 40 PIPE)	MAXIMUM LATERAL OR MAINLINE PIPE SIZE	MINIMUM SLEEVE SIZE REQUIRED (SCH 40 PIPE)
4	1"	1/2"	1-1/2"
8	1-1/4"	3/4"	2"
12	1-1/2"	1" TO 1-1/4"	2-1/2"
17	2"	1-1/2"	3"
25	2-1/2"	2" TO 2-1/2"	4"
35	3"	3"	5"
50	4"	4"-6"	6"
>50	6"		

LATERAL PIPE SIZING CHART

FLOW RATE (GPM)	PIPE SIZE (DIAMETER)
0 TO 9	.75"
9.1 TO 18	1"
18.1 TO 30	1.25"
30.1 TO 40	1.5"
40.1 TO 60	2"
60.1 TO 70	2.5"

HMH
Land Use Entitlements
Land Planning
Landscape Architecture
Civil Engineering
Utility Design
Land Surveying
Stormwater Compliance
1570 Oakland Road (408) 487-2200
San Jose, CA 95131 HMHCA.com

LICENSED LANDSCAPE ARCHITECT — No. 5165 — REGISTERED — STATE OF CALIFORNIA

LIVE OAK MANOR PARK
CARLTON AVENUE AND GATEWAY DRIVE
LOS GATOS, CA

NO	DATE	DESCRIPTION
PROJECT NO:		
CAD (DWG) FILE:		
DESIGNED BY:		
DRAWN BY:		
CHECKED BY:		
DATE:		
SCALE:		

© HMH

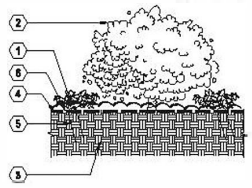
IRRIGATION LEGEND AND NOTES

L4.2

Docusign Envelope ID: DB549F48-961C-41BA-9781-75208FA815DA

NOTES:
1. SEE IRRIGATION LEGEND SPECIFICATION
2. INSTALL ALL IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS

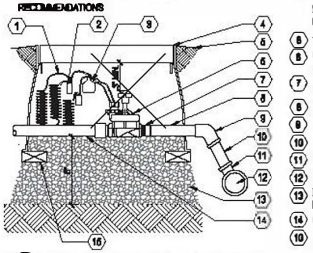
1. 3" THICK LAYER BARK MULCH
2. PLANTING BEYOND. SEE PLANTING DETAILS.
3. SOIL (SEE PLANTING DETAIL FOR SPECIFICATIONS)
4. DRIPLINE PER DRIPLINE TRENCH DETAIL
5. STEEL SOIL STAPLES PER MANUFACTURERS' RECOMMENDATIONS
6. FINISHED GRADE



F DRIPLINE INSTALLED ON GRADE
SCALE: N.T.S.

NOTES:
1. DO NOT LOCATE REMOTE CONTROL VALVE IN LAWN
2. COMPACT SOIL AROUND BOX TO SAME DENSITY AS ADJACENT UNDISTURBED SOIL BUNDLE AND TAPE CONTROL WIRE TO MAINLINE EVERY 10'
3. SPLICES IN CONTROL WIRE ARE NOT ALLOWED BETWEEN CONTROLLER AND VALVE
4. SEE IRAIGATION LEGEND FOR EQUIPMENT SPECIFICATION
5. INSTALL ALL IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS

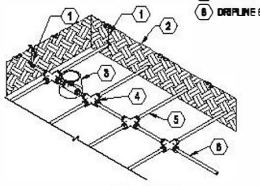
1. 18" LENGTH EXPANSION LOOP
2. SCOTCH LOK #3577 CONNECTOR, SEALING PACK OR EQUAL
ID TAG FOR VALVE STATION NUMBER
4. VALVE BOSS CARSON SPECIFICATION GRADE, NDS PRO SERIES, OR EQUAL
5. TOP OF MULCH
6. REMOTE CONTROL VALVE: SEE IRAIG. LEGEND
7. PVC SCH 80 NIPPLE (CLOSE)
8. PVC SCH 40 MIN 8" LONG
9. PVC 45 FITTING SCH 40
10. PVC SCH 40
11. 9 X 9 FITTING
12. PVC MAINLINE PIPE
13. PEA GRAVEL SUMP, MIN. 6" DEEP
14. LATERAL LINE
15. BRICK SUPPORT-1 PER CORNER



C REMOTE CONTROL VALVE
SCALE: N.T.S.

NOTES:
1. SEE IRRIGATION LEGEND FOR EQUIPMENT SPECIFICATION.
2. INSTALL ALL IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

1. SEE SPECIFICATIONS FOR DEPTH
2. FINISHED GRADE
3. DRIPLINE AIR/VACUUM RELIEF VALVE IN VALVE BOX AT HIGHEST POINTS PLUMBED TO TUBING
4. PVC CROSS TO DRIPLINE COMPRESSION ADAPTERS (TYPICAL)
5. DRIPLINE (TYPICAL)
6. DRIPLINE BLANK TUBING (TYPICAL)

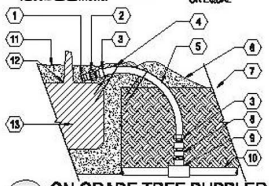


ISOMETRIC VIEW

DRIPLINE AIR/VACUUM RELIEF LATERAL
SCALE: N.T.S.

NOTES:
1. EMITTER DISTANCE TO ROOT BALL WILL VARY DEPENDING ON THE CONTAINER SIZE OF THE PLANT. ALLOW 6" BETWEEN TRUNK AND BUBBLER.
2. PLACE ALL BUBBLERS ON UPHILL SIDE OF SLOPE IF APPLICABLE. CONCEAL ALL EQUIPMENT UNDER MULCH.
3. SEE IRRIGATION LEGEND FOR SPECIFICATION.
4. INSTALL ALL IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

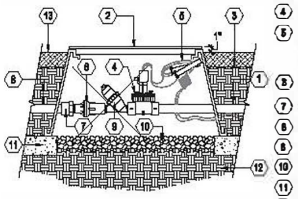
1. POSITION BUBBLER OVER ROOT BALL
2. PRESSURE COMPENSATING DRIP BUBBLER (SEE LEGEND FOR MODEL)
3. SUPER FUNNY PIPE 650-36 ADAPTER
4. TUBING STAKES PVC COATED 12 GAUGE WIRE U STAKES QUANTITY AS NEEDED TO SECURE TUBING (2 MIN.) SALCO OR EQUAL
5. SUPER FUNNY PIPE 650
6. SOIL RING (SEE PLANTING DETAILS)
7. FINISHED GRADE
8. 1/2" PVC SCH 40 (MIPT X SLIP) MALE ADAPTER UV RADIATION RESISTANT
9. PVC SCH 40 TEE OR ELL 1/2" (SLIP XSLIP X FIPT)
10. PVC LATERAL PIPE
11. MULCH PER SPECIFICATIONS
12. PLANT CROWN
13. ROOT BALL



E ON GRADE TREE BUBBLER
SCALE: N.T.S.

NOTES:
1. SEE IRRIGATION LEGEND FOR EQUIPMENT SPECIFICATION.
2. INSTALL ALL IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

1. PVC MAINLINE
2. PLASTIC VALVE BOX. HEAT BRAND STATION NUMBER ON LID IN 2" CHARACTERS.
3. FINISHED GRADE
4. VALVE. SEE LEGEND
5. CONTROL WIRES WITH 36" SERVICE COIL AND WATERPROOF WIRE CONNECTIONS, SEE LEGEND.
6. PRESSURE REGULATOR, SEE LEGEND
7. SCHEDULE 80 UNION
8. PVC LATERAL
9. FILTER, SEE LEGEND
10. 1 CU. FT. PEA GRAVEL SUMP
11. BRICK SUPPORTS
12. NATIVE GRADE
13. BARK MULCH / PLANTING (1" BELOW VALVE LID)

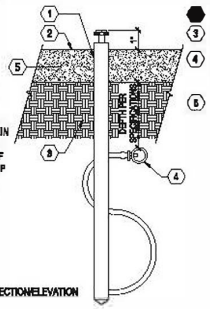


SECTION/ELEVATION

DRIPLINE REMOTE CONTROL VALVE, PRESSURE REGULATOR AND FILTER
SCALE: N.T.S.

NOTES:
1. USE ONE OPERATION INDICATOR PER ZONE.
2. PLACE AT FLUSH END OF ZONE.
3. SEE IRRIGATION LEGEND FOR PIPE SCHEDULE AND EQUIPMENT SPECIFICATION.
4. INSTALL ALL IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
5. LOCATE INDICATORS IN ADJACENT PLANTING AREAS OUTSIDE TURF AREAS WITH SUB-DRIP SYSTEMS (OUTSIDE TURF).

DRIPLINE OPERATION INDICATOR. USE ONE PER ZONE AND LOCATED AT FLUSH END OF ZONE
FINISHED GRADE
NATIVE SOIL BACKFILL PER SPECIFICATIONS
DRIPLINE. USE ONE PER ZONE AND LOCATED AT FLUSH END OF ZONE
MULCH LAYER

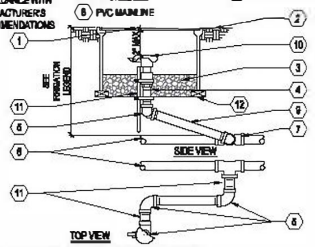


SECTION/ELEVATION

G DRIPLINE OPERATION INDICATOR
SCALE: N.T.S.

NOTE:
1. NIPPLES AND FITTINGS TO BE SAME SIZE AS VALVE IPT INLET THREAD SIZE
2. SEE IRRIGATION LEGEND FOR SPECIFICATION
3. INSTALL ALL IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS

1. 10" ROUND PLASTIC VALVE BOX WITH BOLT DOWN LID
2. FINISHED GRADE
3. PEA GRAVEL SUMP, MIN. 6" DEPTH
4. 3" LONG SCHEDULE 80 PVC THREADED NIPPLE
5. SCH 80 PVC THREADED 90 DEGREE ELL
6. PVC MAINLINE
7. MAINLINE FITTING
8. 10" LONG SCH 80 PVC THREADED NIPPLE
10. QUICK COUPLING VALVE
11. 1 1/4" x 1 1/4" x 3/16" ANGLE IRON 30" LONG, 2 STAINLESS STEEL STRAPS
13. BRICK SUPPORTS, 2 TOTAL



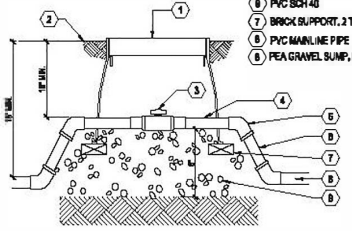
SIDE VIEW

TOP VIEW

D QUICK COUPLING VALVE
SCALE: N.T.S.

NOTES:
1. PLACE AGGREGATE PRIOR TO INSTALLATION OF VALVE BOX
2. INSTALL VALVE BOX SO TOP OF BOX IS FLUSH WITH ADJACENT HARDSCAPE

8" ROUND PLASTIC VALVE BOX WITH BOLT DOWN LID
FINISHED GRADE/ BEFORE PLANTING
3. BALL VALVE. SEE LEGEND FOR MAKE AND MODEL - LINE SIZE
PVC SCH 40 MIN 8" LONG
4. PVC 45 FITTING SCH 40 (TYP.)
PVC SCH 40
7. BRICK SUPPORT, 2 TOTAL
PVC MAINLINE PIPE
PEA GRAVEL SUMP, MIN. 6" DEEP



A BALL VALVE
SCALE: N.T.S.

HMH
Land Use Entitlements
Land Planning
Landscape Architecture
Civil Engineering
Utility Design
Land Surveying
Stormwater Compliance
1570 Oakland Road (408) 487-2200
San Jose, CA 95131 HMHca.com

LIVE OAK MANOR PARK
CARLTON AVENUE AND GATEWAY DRIVE
LOS GATOS, CA

NO	DATE	DESCRIPTION

IRRIGATION DETAILS

L4.3

ITEM NO. 4.

INSTRUCTIONS TO BIDDERS

A. SUBMITTALS

- Bids shall be submitted in sealed envelopes bearing on the outside the name of the bidder, the bidder's address and the name of the project for which the bid is being submitted. Bids shall be delivered to Owner or general contractor responsible for reviewing and processing bids.

B. EXAMINATION OF CONSTRUCTION DOCUMENTS AND SITE

- Each bidder shall inspect the construction documents (drawings and specifications) and site of the proposed project. The submission of a bid shall constitute and acknowledge that the bidder is familiar with all conditions which might effect the contemplated project.
- Any discrepancies shall be brought to the immediate attention of the Owner. Contractor shall assume all necessary revisions due to failure to give such notification.

C. REJECTION OF ALL BIDS

- The Owner reserves the right to any time prior to the award, to reject all bids. The Owner also reserves the right to accept other than the lowest bidder, to accept one (1) part of a proposal and to waive any technical informalities in any proposal.

D. WITHDRAWAL OF BID

- A bidder may withdraw the bid without prejudice, provided a written request for such withdrawal is delivered to the Owner prior to the commencement of the opening of bids.

GENERAL CONDITIONS

A. DEFINITIONS

- Unless otherwise specifically defined herein, or unless the context requires a different meaning, all words, abbreviations, symbols, terms and phrases having a well known or technical meaning shall be so construed.
- Wherever in these specifications, or in any documents or instruments where these specifications govern, the following terms are used, the intent and meaning thereof shall be as follows:

CONTRACT - Represents the entire and integrated agreement between the Owner and the Contractor. The contract documents form the Contract for construction.

CONTRACT DOCUMENTS - These specifications, the drawings, addenda issued prior to execution of the Contract, and the Contract between the Owner and the Contractor.

CONTRACTOR - The person or entity whose bid is accepted and to whom the Contract is awarded.

LANDSCAPE ARCHITECT - The professional services firm who prepared the project drawings and specifications for the Owner.

OWNER - Is the person or entity identified as such in the Contract.

WORK - The term "work" or "project" means the construction and services required by the Contract Documents and includes providing all labor, materials, equipment, transportation, tools, and incidentals necessary to complete the work in a satisfactory manner by licensed contractor and experienced workers.

B. CONSTRUCTION PROCEDURE

- Contractor shall not be relieved of obligations to perform the work in accordance with the Contract Documents either by activities or duties of the Owner, Landscape Architect, or by tests, inspections or approvals required or performed by persons other than the Contractor.

C. SUBCONTRACTS

- Contractor shall set forth in the bid the name and the location of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work.
- Contractor must have the written consent of the Owner to substitute a subcontractor other than that designated in the bid.

D. DRAWINGS AND SPECIFICATIONS

- The contractor shall keep at the project site a copy of the drawings and specifications. In the event a discrepancy exists between figures and/or drawings, the discrepancy shall be immediately submitted to the Owner for clarification. Any adjustment made by the Contractor without obtaining such clarification from the Owner shall be at the Contractor's risk and expense and be subject to removal if said adjustment does not meet the approval of the Owner.
- The Contract documents, as defined herein, are intended to be read together to describe a complete and finished piece of work, including all labor, materials and equipment necessary for the proper execution of the project. Anything in the specifications and not on the drawings, or on the drawings and not in the specifications, shall be as though shown or mentioned in both.

E. SHOP DRAWINGS OR PRODUCT DATA AND SAMPLES

- Shop drawings, product data, samples, and similar submittals are not contract documents. The purpose of their submittals is to demonstrate for those portions of the work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the drawings.
- The Contractor shall review, approve, and submit such submittals required by the contract documents with reasonable promptness and in such sequence or to cause no delay in the work.
- Landscape Architect shall review and approve or take other appropriate action on the contractor submittals, such as shop drawings, product data, samples and other data, which the contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the construction documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the contractor. review of a specific item shall not indicate that the landscape architect has reviewed the entire assemble of which the item is a component. Landscape Architect shall not be responsible for any deviations from the construction documents not brought to the attention of the Landscape Architect in writing by the contractor.

F. CHANGE ORDERS

- The Owner may at any time prior to acceptance of the work, by written order to Contractor and without notice to sureties, increase or decrease the estimated quantity of work or material, make alterations, deviations, additions to or omissions from the drawings and specifications, and make changes in the project as may be deemed necessary or advisable, within the general scope thereof.
- No claim for additional work or material will be allowed unless supported by a written Change Order signed by the Owner and the Contractor stating their agreement upon all of the following:

  - Change in the work.
  - Amount of the adjustment in the Contract sum, and
  - Extent of the adjustment in the Contract time, if any.

G. CONTROL OF MATERIALS

- Materials, parts and equipment to be furnished by the Contractor shall be new, unless otherwise specified in these specifications or noted on the drawings. The materials shall be manufactured, handled, and used in a workmanlike manner.
- All materials shall be subject to rigid inspection and if, in the opinion of the Owner the same do not comply with the contract documents, said materials shall be rejected and immediately removed from the premises at the expense of the Contractor.
- Manufacturers warranties, guarantees, instructions sheets and parts lists, which are furnished with certain articles or materials incorporated in the work, shall be delivered to the Owner prior to acceptance of the work.

H. SAMPLES AND TESTS

- The Contractor shall furnish such samples of all materials as requested by the Owner without charge. Labor and equipment necessary for the furnishing of such samples shall be the responsibility of the Contractor.

I. SUBSTITUTION OR EQUIVALENTS

- For convenience in designation on the drawings or in the specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or the name of a manufacturer and catalogue number. Subject to approval by the Owner or Landscape Architect, an alternative article or material may be utilized.
- The burden of proof as to the quality and suitability of alternatives shall be upon the Contractor.

J. CERTIFICATES OF COMPLIANCE

- When requested, Contractor shall furnish the Owner with a Certificate of Compliance stating that the material substantially meets the specifications

K. INDEMNIFICATION

- The obligations of the Contractor under this section shall not extend to the liability of the Landscape Architect, the Landscape Architect's consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Landscape Architect, the Landscape Architect's consultants, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

L. SAFETY OF PERSONS AND PROPERTY

- The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.
- The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: employees on the work and other persons who may be affected thereby, the work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's subcontractors, and other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- The Contractor shall so conduct operations as to offer the least possible obstruction and inconvenience to the public. The Contractor shall have under construction no greater amount of work than can be performed properly with due regard to the rights of the public.

M. PROJECT SITE MAINTENANCE

- Throughout all phases of construction, and until acceptance of the work, the Contractor shall keep the project site clean and free from rubbish and debris.
- Costs incurred due to cleanup operations shall be as included in the prices bid for the various items of work and no separate payment will be made therefor.

N. AIR POLLUTION

- Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the Contract and shall not discharge smoke, dust or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.

O. NOISE CONTROL

- Contractor shall comply with all local sound control and noise level regulations and ordinances which apply to any work performed pursuant to the Contract, and shall make every effort to control an undue noise resulting from the construction operation.

P. PESTICIDES/HERBICIDES

- Contractor shall comply with all rules and regulations of the Department of Food and Agriculture, the Department of Health, the Department of Industrial Relations and all other agencies which govern the use of pesticides/herbicides required in the performance of the work.

Q. DUST CONTROL

- The Contractor shall abate dust nuisance by cleaning, sweeping and sprinkling with water, or other means as necessary, and shall save the Owner free and harmless from any claim for loss or damage sustained by others and resulting from operations on the project site.

R. UTILITIES

- When placing concrete around or contiguous to any utility, the Contractor shall assume responsibility for costs to furnish and install a cushion of expansion joint material, clear opening or sleeve, or by other suitable means shall prevent embedment in or bonding with the concrete.

S. PATENTS AND ROYALTIES

- The Contractor shall absorb in its bid, the patent fees or royalties on any patented article or process which may be furnished or used in the work. The Contractor shall indemnify and hold the Owner harmless from any legal actions that may be brought from infringement of patents.

T. REPAIRS AND REPLACEMENT

- Costs incurred due to repair or replacement of defective or damaged work shall be the responsibility of the contractor.

U. PROJECT MAINTENANCE

- Project maintenance is required after the project is complete. A lack of maintenance in area such as, but not limited to irrigation and planting operations may result in damage to property and/or persons. Contractor acknowledges and agrees that, as between parties to the contract, the contractor is solely responsible for the results of any lack of or improper maintenance.

CLEARING and GRUBBING

A. GENERAL

- Contractor shall provide all labor, materials, and equipment for clearing and grubbing operations performed in advance of grading operations.
- Clearing and grubbing shall consist of removing all natural and artificial objectionable materials within the limits of construction.
- Except as indicated on the drawings, materials removed shall not be incorporated in the project.
- Depressions caused by the removal of objectionable materials shall be backfilled and compacted with materials equal to the surrounding soil.

B. PRESERVATION OF PROPERTY

- Costs incurred due to repair of replacement of existing improvements which are not designated for removal and which are damaged as a result of construction operations shall be the responsibility of the Contractor.
- Replacements shall be at least equal to the conditions when Contractor entered upon the work, and shall match them in finish and dimension. Plant material shall be replaced with the same species, size, and in the original location (unless otherwise designated).

C. REMOVAL and DISPOSAL OF MATERIAL

- All materials removed shall be disposed of off-site. Burning shall not be permitted. No accumulation of flammable material shall remain on or adjacent to the project site.
- Abandoned pipes shall be capped or plugged in a manner suitable to site supervisor or agency inspector.

FINE GRADING

A. GENERAL

- Contractor shall provide all labor, materials and equipment to perform all fine grading operations as indicated on the drawings and specified herein. See geotechnical, civil, and structural drawings for other earthwork specifications/recommendations.
- The Contractor shall provide all lines and grades necessary to properly carry on the work. Any work which is not found to comply with the lines and grades shown on the drawings shall be altered or removed and replaced by, and at the expense of, the Contractor.
- All bench marks, monuments and other reference points shall remain undisturbed.

B. GRADING OPERATIONS

- Finished surfaces in all cases shall conform to the lines, grades, cross sections and dimensions indicated on the drawings.
- Finish grades shall be well compacted, reasonably smooth, ensuring positive drainage, free of abrupt grade changes, irregularities, water pockets or discontinuities in surface level. Grades shall flow away from structures and in accordance with local jurisdictional requirements.
- Finish grade adjacent to paved areas, curbs, valve boxes and similar features shall be one inch (1") below the finished surface for turf areas, and two to three inches (2" - 3") below the finished surface for ground cover areas. Areas adjacent to hardscape should be graded so 3" layer of mulch does not over spill onto adjacent surface.
- No grading shall be done when the moisture content of the soil is so great that excessive compaction will occur, nor when it is so dry that dust will form in the air or that clods will not break readily.
- Grading shall be completed prior to weed abatement operations and soil preparation.
- Grading shall be to the dimensions and elevations indicated on the drawings, of sufficient width to provide clearances for setting of forms and inspection of the various classifications of work.
- Concrete for footings shall be placed against native grade or certified compacted subgrade prepared per geotechnical report.
- Grading excavations shall be level, free from loose material, and free from standing water.

C. COMPACTED FILL

- Fill material shall be composed of satisfactory excavated material or approved imported soil and shall be evenly spread in uniform continuous horizontal layers per geotechnical report.

D. BACKFILL

- Excavated material, approved for backfilling by geotechnical engineer, shall be free from large clods, stones and other objectionable materials, exceeding three inches (3") in diameter; and deposited in accordance with the requirements for compacted fill as specified herein.
- Trenches that settle below grade shall be reopened to a depth required for proper compaction, refilled and compacted to indicated surface elevation.
- Compaction of backfill by ponding and jetting will not be permitted.

E. UNSUITABLE MATERIALS

- Unsuitable materials as determined by the Owner shall be removed from the project site. Arrangements for disposal of the material at off-site locations shall be made with the City's/Owner's written consent of the property upon which such material will be disposed.

DRAINAGE

A. GENERAL

- Contractor shall provide all labor, materials, and equipment to furnish and install drainage systems as indicated on the drawings and as specified herein. Cross reference civil engineering drawings for connections and coordinated drainage systems.
- Contractor shall maintain the project site throughout the progress of the work in a reasonable, dry, workable condition, free of surface water.
- Contractor shall be responsible for all cutting and patching of new or existing walks, curbs and pavements required for proper installation of drainage systems.
- In order to make any necessary adjustments, connections that are to be made to an existing pipe, catch basin or other appurtenances shall be exposed and inspected before laying new pipe.

B. HORIZONTAL SUBDRAINS

- Drainage systems shall be as indicated and installed as detailed on the drawings.
- Pipe shall be as indicated on the drawings and laid and jointed in accordance with generally accepted practice and to line and grade as designated on the drawings.
- Interior of pipe shall be thoroughly cleaned of all foreign matter prior to, during, and after installation in the trench.

HMH
Land Use Entitlements
Land Planning
Landscape Architecture
Civil Engineering
Utility Design
Land Surveying
Stormwater Compliance

1570 Oakland Road (408) 487-2200
San Jose, CA 95131 HMHca.com

CONSULTANT LOGO PLACEHOLDER(SIZE FLEXIBLE)

LIVE OAK MANOR PARK
CARLTON AVENUE AND GATEWAY DRIVE
LOS GATOS, CA

NO	DATE	DESCRIPTION
△		
△		
△		
△		
△		

PROJECT NO.:	[illegible]
CAD DWG FILE:	[illegible]
DESIGNED BY:	LS
DRAWN BY:	HMH
CHECKED BY:	CM
DATE:	AUGUST 2, 2024
SCALE:	NONE
© HMH	

LANDSCAPE SPECIFICATIONS

L5.1

ITEM NO. 4.

NON-VEGETATIVE SITE MATERIALS

A. WEED ABATEMENT AND SOIL TREATMENT

- Contractor shall apply, in areas to be installed with subbase materials, a selective pre-emergent, surface-applied herbicide. Rates and application method shall be as recommended by manufacturer.
- Visible weeds shall be sprayed with a non-selective, post-emergent herbicide. Application method shall be as recommended by manufacturer.
- Contractor shall apply spray chemicals when air currents are still; preventing drifting onto adjoining property and preventing any toxic exposure to persons whether or not they are in, or near, the project.

B. AGGREGATE SUBBASE MATERIAL

- Aggregate subbase material shall be as specified in the project geotechnical report.
- Material shall be of such nature that it can be compacted readily under watering and rolling to form a firm, stable base that is spread in one (1) operation, free from pockets of large fine material.

C. SAND SUBBASE MATERIAL

- Sand utilized for subbase material shall be as specified in the project geotechnical report OR consist of natural or manufactured granular material free of clay, deleterious amounts of organic material broken glass, cans or other substances not suitable for the purposes intended. Samples should be submitted prior to project order for approval.

D. SAND FOR SURFACE AREAS

- Sand for surface areas shall consist of natural or manufactured granular material free of clay, deleterious amounts of organic material, broken glass, cans or other substances not suitable for the purposes intended. Washed concrete sand shall be thoroughly and uniformly washed. Plaster sand is unacceptable for play areas. Samples should be submitted prior to project order for approval.

E. DECOMPOSED GRANITE

- Decomposed granite shall be the product of crushing rock or gravel; clean, hard, sound, durable, uniform in quality, and free of any detrimental quantity of soft, friable, thin, elongated or laminated pieces, disintegrated material, organic matter, oil, or other deleterious substances. Color shall be as indicated on the drawings or selected by Landscape Architect.
- Geotextile fabric, if applicable, shall be TenCrate Mirafi Type N-Series, nonwoven polypropylene geotextile fabric or equal, unless otherwise noted in detail or materials list.

TEMPORARY ASPHALTIC CONCRETE PAVING

A. GENERAL

- Contractor shall provide all labor, materials and equipment for furnishing, spreading, compacting and finishing asphaltic concrete paving as indicated on the drawings and specified herein.
- Prior to placement of asphaltic concrete, Contractor shall be responsible for establishing subgrade and providing drainage in accordance with the Fine Grading Section, and performing weed abatement operations as specified herein.

B. WEED ABATEMENT AND SOIL TREATMENT

- Contractor shall apply an approved selective pre-emergent, surface-applied herbicide. Rates and application method shall be as recommended by the manufacturer.
- Visible weeds shall be sprayed with an approved non-selective, post-emergent herbicide. Rates and application method shall be as recommended by the manufacturer.
- Contractor shall apply spray chemicals when air currents are still; preventing drifting onto adjoining property and preventing any toxic exposure to persons whether or not they are in, or near, the project.

C. MATERIALS

- Asphaltic concrete shall be the product of mixing coarse and fine aggregate with paving asphalt at a central mixing plant until all aggregate particles are uniformly coated.
- Paving asphalt shall be steam-refined, produced from crude asphaltic petroleum or a mixture of refined liquid asphalt and refined solid asphalt. Paving asphalt shall be homogeneous and free from water and residues obtained by the artificial distillation of coal, coal tar or paraffin oil.
- Aggregates shall be clean and free from decomposed or organic materials, and other deleterious substances.

D. REPAIR AND REPLACEMENT

- Costs incurred due to repair or replacement of defective or damaged work shall be the responsibility of the Contractor.

CONCRETE

A. GENERAL

- Contractor shall provide all labor, materials and equipment to construct concrete items as indicated on the drawings and specified herein.
- Concrete shall consist of portland cement, fine aggregate (sand), coarse aggregate and water, proportioned and mixed to attain a twenty-eight (28) day compressive strength of at least 2,500 pounds per square inch with a slump not to exceed three inches (3"). Concrete shall not contain reactive aggregate or calcium chloride.
- In addition to complying with all pertinent codes and regulations of local governing agencies, Contractor shall comply with all pertinent recommendations contained in "Recommended Practice for Concrete Formwork", publication #347-78 of the American Concrete Institute.

B. MATERIALS

- Cement shall be Type II low alkali portland cement conforming to ASTM C-150. Cement shall be of the same brand and type used throughout the project.
- Sand shall consist of natural or manufactured granular material, free of deleterious amounts of organic material, mica, loam, clay, and other substances not suitable for portland cement concrete. Sand shall be thoroughly and uniformly washed.
- Coarse aggregate shall be composed of gravel or a blended mixture of crushed rock and gravel containing no more than fifty (50) percent of crushed rock particles having all faces fractured and not less than twenty-five percent (25%) of gravel. Aggregates shall not exceed a diameter of one and one-half inches (1 1/2"). Blending shall produce a uniform, consistent percentage of each. Rock products shall be clean, hard, sound, durable, uniform in quality and free of any detrimental quantity of soft, friable, thin, elongated or laminated pieces, disintegrated material, organic matter, oil, alkali, or other deleterious substances.
- Water shall not contain deleterious substances or any amount of impurities that will cause a change in the time of setting. The amount of water used in the mixture shall not exceed the amount necessary to permit material placement and consolidation.

C. FORMS

- Forms shall be free of warp, set plumb and true to line and grade with upper edges flush with specified grade or finished surface of the constructed improvement, and not more than one-half inch (1/2") less in depth than the specified thickness of the edge of the concrete to be placed.
- Wooden forms shall have a net thickness of at least one and one-half inches (1 1/2") and shall be free of imperfections which would impair the strength for the use intended. Forms shall be secured by nailing to side stakes of sufficient length and cross-sectional area to adequately resist lateral displacement during placement of concrete. Forms shall be clean and shall receive a coat of light oil immediately prior to placing concrete. Benders or thin plank forms may be used on curves.
- Metal forms shall have sufficient rigidity to resist springing during placement of concrete. Forms shall be secured by means of metal stakes designed so as to be driven below the top of the forms through openings, locking them into position.

D. REINFORCEMENT

- Reinforcement shall conform to the dimensions and details shown on the drawings and shall be cleaned thoroughly of all rust, mill scale, mortar, oil, dirt, or coating of any character which would be likely to destroy or impair its proper bonding with the concrete.
- Reinforcing steel, where indicated on the drawings, shall be Grade 40 or Grade 60 billet steel, conforming to ASTM A-615.
- Wire mesh reinforcement, where indicated on the drawings, shall conform to ASTM A-185.

E. PLACING CONCRETE

- Install embedded items accurately in their proper locations, secured against displacement, prior to placing concrete.
- Concrete shall be placed on native grade, certified compacted subgrade, or subbase material, free of all loose and extraneous material, sufficiently dampened to ensure that no moisture will be absorbed from the fresh concrete.
- Concrete shall be distributed uniformly and thoroughly vibrated in a manner that will encase the reinforcement, fill the forms and bring the surface true to grade and cross-section.
- Equipment used shall not have any aluminum components coming into direct contact with the concrete.

F. FINISHING

- Concrete surfaces shall be floated prior to steel troweling. Formed edges shall be rounded to a radius of one-half inch (1/2"). Edges at expansion joints shall be rounded to a radius of one-half inch (1/2").
- Concrete finishes shall be as indicated on the drawings and specified herein.
- No advertising impressions, stamp or mark of any description will be permitted on surface of concrete.
- Concrete shall not be covered with plastic sheeting.
- Broom finish, where indicated on the drawings, shall be performed after finish troweling by drawing the following broom types across the narrowest width of the concrete or in the direction as indicated on the drawings.
  - Fine Broom - Push with fine or soft textured bristles.
  - Medium Broom - Push with medium or medium stiff bristles.
  - Heavy Broom - Push with coarse or stiff bristles.
- Rock salt finish, where indicated on the drawings, shall be performed by applying rock salt evenly over entire surface just prior to the finish troweling. Press salt crystals into the surface with sufficient trowel pressure so that salt is embedded just barely below surface leaving the tops of the crystals exposed. Cure finished surface in accordance with generally accepted practice.
- Colored concrete, where indicated on the drawings and per materials list and installed per manufacturer recommendations.
- Stamped concrete, where indicated on the drawings, shall be performed by applying special forming tools while concrete is still in the plastic stage of set. Desired pattern shall be as indicated on the drawings. Contractor shall be licensed, tooled, and trained for stamping product being used.
- Sandblasted Finish, where indicated on the drawings, shall be performed after finish troweling by blowing the surface granules with an air-pressure hose and fine grain silicon sand. Contractor shall do a test sample for approval prior to completing entire area to be sandblasted.

G. JOINTS

- Expansion joints shall be as indicated on the drawings and at corners, radius points and at regular intervals not to exceed twelve feet (12') on center. Set premolded expansion joint strip below finished surface, temporarily secured to top of expansion strip or use a removable plastic filler strip. Expansion joints shall be sealed per detail callout.
- Scored control joints shall be tooled to a minimum depth of three-quarters inch (3/4") and a radius of one-eighths inch (1/8") at five foot (5') intervals or per plan.
- Saw cut joints, where specified shall be as indicated on the drawings or at intervals not to exceed twelve feet (12') on center, and shall be cut to a minimum depth of three-quarters inch (3/4") and a width not to exceed one-quarter inch (1/4").

H. CURING

- Curing compound shall form an impervious membrane and shall be a blend of pure waxes and alkali-resistant pigments in a solvent emulsion and installed per manufacturer recommendation.
- Spraying of curing compound shall commence as soon as free water leaves the surface but no later than three (3) hours following placement of concrete.

MASONRY

A. GENERAL

- Contractor shall provide all labor, materials and equipment to construct masonry structures conforming to the dimensions and details indicated on the drawings and specified herein.

B. MATERIALS

- Hollow load bearing (CMU) masonry units shall be made with sand-gravel aggregate and shall conform to ASTM C-90 for Grade N-1 units, free of cracks or defects. Net size of units shall be shown on the drawings.
- Brick shall be whole, sound, hard burned, give a clear ringing sound when struck together, and be uniform in quality. Brick shall be clean and free of dust or other foreign materials. Net size, color and texture of units shall be as shown on the drawings.
- Stone shall be uniform in quality; clean and free of dust or other foreign materials.
- Mortar used in masonry construction shall be one (1) part portland cement to two and one-half (2 1/2) parts of sand, to which one-quarter (1/4) to one-half (1/2) part hydrated lime or lime putty has been added. Color shall be as indicated on the drawings or as selected by Landscape Architect.
- Grout for use in spaces less than two inches (2") clear in dimension shall be one (1) part portland cement and two and one-quarter (2 1/4) to three (3) parts sand. For spaces four inches (4") or larger add one and one-quarter (1 1/4) to two (2) parts of aggregate.
- Water shall be free of any amount of impurities that will cause change in the time of setting of portland cement. Quantity of water shall be the minimum required to produce a mixture sufficiently workable for the purpose intended.
- Cement shall be Type II low alkali portland cement conforming to ASTM C-150. Cement shall be of the same brand and type used throughout the project.
- Sand shall consist of natural or manufactured granular material, free of deleterious amounts of organic material, mica, loam or clay, conforming to ASTM G-404 for grout and ASTM C-144 for mortar. Sand shall be thoroughly and uniformly washed.
- Coarse aggregate shall be composed of gravel or a blended mixture of crushed rock and gravel. Rock products shall be clean, hard, sound, durable, uniform in quality and free of any detrimental quantity of soft, friable, thin, elongated or laminated pieces, disintegrated material, organic matter, oil, alkali or other deleterious substance.
- Reinforcing steel shall be Grade 40 or Grade 60 billet steel conforming to ASTM A-615. Varying grades shall not be used interchangeably in any one wall.

C. INSTALLATION

- All work shall be performed in compliance with applicable local building ordinances and Uniform Building Code and Masonry Design Manual.
- All walls shall be laid true, level, and plumb, and unless otherwise indicated on the drawings. Brick and concrete block shall be laid in a running bond pattern.
- Brick and stone shall be clean, wetted immediately before laying and shall be laid on a full mortar bed with "push joints".
- Concrete block which becomes wet shall be permitted to dry before commencing work.
- Mortar joints for brick and concrete block shall be straight, clean, uniform in thickness of not less than three-eighths of an inch (3/8"), tooled to produce a slightly concave surface, and well bonded at edges.
- Mortar joints for stone shall be tooled to produce a slightly concave surface, and well-bonded to stone at edges.
- Contractor shall provide expansion joints at corners and at thirty feet (30') on center or as required by local code.
- All bolts and anchors to be inserted in the wall shall be solidly grouted in place.
- Contractor shall provide weep holes in first or second layer of brick as indicated in details on drawings or as required.

D. REINFORCEMENT

- Reinforcement shall be placed as indicated on the drawings and as required by building codes.
- Horizontal steel for concrete block walls shall be laid in a course of bond beam block filled with grout.
- For concrete block walls, a vertical dowel shall be provided in the foundation for each vertical bar. Vertical cores containing steel shall be filled solid with grout.

E. LAYING PAVERS

- Spread and screed setting bed to a uniform thickness, except for minor variations required to produce a true surface, level in plane or uniformly spread for drainage as shown on drawings.
- Setting bed shall be three-quarter inch (3/4") minimum and one and one-quarter inch (1 1/4") maximum.
- Apply a thin layer of cement paste (1/32" to 1/16") by brushing or troweling over setting bed or to bottom of brick. Set and level each brick.

F. GRAFFITI CONTROL

- Product shall be Graffiti Control as manufactured by Sure Kleen or an approved equal.
- Deliver materials in manufacturer's original unopened containers.
- Rates and application method shall be as recommended by the manufacturer.

ROUGH CARPENTRY

A. GENERAL

- Contractor shall provide all labor, materials and equipment to construct wooden structures conforming to the dimensions and details indicated on the drawings and as specified herein.

B. MATERIALS

- Lumber shall be straight; free from large, loose or unsound knots or knot clusters, scars, decay, holes, insect damage, and other defects or imperfections that would materially impair the strength or durability. Splits shall be no longer than the butt dimension. No cracks will be permitted. No nails, splices, or other metal shall be present.
- Douglas fir, where indicated on the drawings, shall conform in all particulars to the Standard Grading Rules for Western Lumber published by the Western Wood Products Association.
- Cedar, where indicated on the drawings, shall conform in all particulars to the Standard Grading Rules for West Coast Lumber.
- Redwood, where indicated on the drawings, shall conform in all particulars to the Standard Specifications for Grades of California Redwood of the Redwood Inspection Service.
- Plywood, where indicated on the drawings, shall be manufactured and graded in accordance with the rules of the American Plywood Association and the latest Product Standard for Softwood Plywood, Construction and Industrial, of the National Bureau of Standards. Each sheet of plywood shall bear the official stamp of a quality control agency stating the grade of the sheet.
- Poles, where indicated on the drawings, shall be cut from sound, live, close-grained trees, machine peeled with all branch stubs and overgrown knots trimmed flush with the surface.

C. TREATMENTS AND PRESERVATIVES

- Type of pressure treatment or preservative shall be as indicated on the drawings and shall conform with the applicable standards contained in the Manual of Recommended Practice of the American Wood Preservers Association. Contractor shall furnish a Certificate of Compliance for each load of pressure treated lumber to Owner.
- Where a particular method of pressure treatment is not indicated on the drawings, the lumber shall be conditioned, seasoned, prepared and treated by the empty cell pressure process with pentachlorophenol with six-tenths (0.60) pounds per cubic foot retention. Penetration shall be determined by the borer check method.
- Where practical, treated wood shall be cut to final size and trimmed prior to treatment. If site sawing or drilling is necessary, cut surfaces shall be thoroughly brushed with two (2) coats of the same kind of preservative in conformance with AWPA Specification M-4.
- Portions of posts which are to be embedded in earth or concrete shall be brushed before installation with two (2) coats of coal tar bitumen, or approved equal. Applications shall extend a minimum of one inch (1") above finish grade or surface. Spraying will not be permitted.

HMH
Land Use Entitlements
Land Planning
Landscape Architecture
Civil Engineering
Utility Design
Land Surveying
Stormwater Compliance
1570 Oakland Road, San Jose, CA 95131 (408) 487-2200 HMHca.com

CONSULTANT LOGO PLACEHOLDER (SIZE FLEXIBLE)

LIVE OAK MANOR PARK
CARLTON AVENUE AND GATEWAY DRIVE
LOS GATOS, CA

NO	DATE	DESCRIPTION

PROJECT NO.: [illegible]
CAD DWG FILE: [illegible]
DESIGNED BY: [illegible]
DRAWN BY: HMH
CHECKED BY: CM
DATE: AUGUST 2, 2024
SCALE: NONE
© HMH

LANDSCAPE SPECIFICATIONS

L5.2

ITEM NO. 4.

D. WORKMANSHIP

- Framing shall be true and exact. All lumber shall be cut and framed to a close fit and shall have even bearing over the entire contact surface. Shimming will not be permitted.
- Lumber shall be well nailed or bolted together as indicated on the drawings. Nails shall not be driven closer together than one-half (1/2) their length. Care shall be taken to avoid hammer marks, moons, or saw cuts.
- Lumber shall be stored neatly in piles on skids in such manner that they may be readily inspected, and shall be handled in a manner that will avoid injury or breakage.

PAINTING and STAINING

A. GENERAL

- Contractor shall provide all labor, material, tools, equipment and incidentals for sanding, priming, painting and staining of improvements as indicated on the drawings and specified herein.
- Contractor shall be responsible for the location, alignment, layout, dimensions and application of paint and stains.
- Costs incurred for repair or replacement of defective or damaged work, rejected materials or workmanship shall be the responsibility of the Contractor.

B. MATERIALS

- Paints and stains shall be of colors and tints as indicated on the drawings, and shall be applied in accordance with the manufacturer's recommendations and these specifications. Contractor shall submit color samples to the City for approval before applying any paint materials.
- Paint shall be homogeneous, free of contaminants and of a consistency suitable for use in the capacity for which it is specified. Finished paint shall be well ground and the pigment shall be properly dispersed in the vehicle according to the requirements of the paint. The dispersion shall be of such nature that the pigment does not settle appreciably, does not cake or thicken in the container or become granular or curdled. Paints shall possess properties which in all respects effect satisfactory application, adhesion and curing. Thinning will not be permitted.
- Paint shall be delivered to the project site in new, unopened, round, airtight containers, appropriately identified with the manufacturer's name, date of manufacture, type of material and lot or batch number.

C. WORKMANSHIP AND PROTECTION

- Paint shall be applied on thoroughly dry surfaces and during periods of favorable weather.
- Surfaces being covered shall be free from moisture, dust, grease or other deleterious substance which would prevent bonding.
- Painting shall be done in a neat and workmanlike manner, applied by brush, roller or spray methods. Finished surfaces shall be uniform, free of brush marks, roller stipple texture, runs or skips. Each application of paint shall be thoroughly cured and any skips, holidays, thin areas or other deficiencies corrected before the succeeding application.
- Contractor shall protect all adjacent improvements against disfigurement as a result of painting operations.

D. PAINTING GALVANIZED SURFACES

- Galvanized surfaces which are to be painted shall be prepared by hand-scraping, brushing with stiff fiber or wire brushes or cleaning with alkaline solution followed by a fresh water rinse. After washing, surfaces shall be roughened by abrasive blasting. Galvanizing shall not be removed during preparation operations.
- After preparation, apply one (1) coat of zinc dust-zinc oxide primer followed by a vinyl wash pre-treatment and two (2) finish enamel paint coats.

E. PAINTING CONCRETE

- Prior to painting concrete surfaces, a brush coat or surface film of thin cement mortar shall be applied. When the film has set sufficiently the surface shall be rubbed by hand or mechanical means necessary to remove excess mortar and produce a smooth surface of even texture. Finished surfaces shall be washed with water and then with a ten percent (10%) to fifteen percent (15%) muriatic acid wash. Concrete surfaces shall be thoroughly dry and free of dust at time of painting.
- Paint for concrete surfaces shall be of either epoxy enamel type or acrylic emulsion type applied in not less than two (2) applications producing a uniform appearance.

F. PAINTING WOOD SURFACES

- Wood surfaces shall be prepared for painting by removing any foreign matter by wire brushing, scraping or sanding. All surfaces shall be wiped or dry brushed to remove any dust or chalky residue resulting from preparation operations.
- Paints, stains, or sealers shall be applied prior to assembling.

MISCELLANEOUS METAL

A. GENERAL

- Contractor shall provide all labor, materials, and equipment to furnish and install miscellaneous metal items as indicated on the drawings and as specified herein.
- This section does not include reinforcing steel for concrete and masonry or items required in connection with irrigation or electrical work.

B. WORKMANSHIP

- Workmanship and finish shall be equal to the best general practice in steel fabricating shops.
- Portions of work exposed to view shall be finished neatly. All sharp corners and edges that are marred, cut or roughened during erection shall be slightly rounded.

C. MATERIALS

- All materials, prior to fabrications, shall be thoroughly wire brushed and cleaned of all scale and rust. Finished members shall be free from twists, bends or open joints.
- Miscellaneous metal items shall conform to the dimensions and details as indicated on the drawings. Steel bars, plates and shapes shall conform to ASTM A-36.

D. BOLTS, NUTS AND FASTENERS

- Unless specified otherwise in the details on the drawings, nails and spikes shall be galvanized flat common.
- Bolts shall be long enough to extend entirely through the nut but not more than one-quarter inch (1/4") beyond. Unless otherwise specified on the drawings, bolts, nuts and lag screws shall be galvanized square head. Carriage bolts shall have true heads with square shoulder. Washers shall be over-sized of "cut" type. Holes shall be either punched full size, drilled full size, or sub-punched and reamed.
- Anchor bolts, where applicable, shall be carefully installed to permit true positioning of the bearing assemblies.
- Framing anchors, where applicable, shall be sixteen (16) gauge, zinc-coated, corrosion resistant sheet steel.

E. GALVANIZING

- Galvanizing shall be performed after fabrication and prior to assembling component parts.
- Zinc used for galvanizing shall be grade Prime Western conforming to ASTM B-6. Materials shall be galvanized by the hot-dip method or electrode-positing process.
- Galvanized surfaces that are abraded or damaged after zinc coating application shall be thoroughly stripped and cleaned and repaired by a coating of "galvalloy", or approved equal. Finish coat to match existing finish.

F. WROUGHT IRON OR TUBULAR STEEL FENCING

- Material shall be manufactured from coil steel having a minimum yield strength of 50,000 psi. Steel shall be galvanized to meet the requirements of ASTM A-526 with a minimum zinc coating weight of nine-tenths (.90) ounces per square foot hot-dit process.
- Contractor shall submit detail shop drawings indicating material thickness, type grade, and class; dimension; construction details; and other pertinent data for review and approval by engineer prior to fabrication. drawings shall include catalog cuts, erection details, manufacturer's descriptive data and installation instructions and templates.
- Contractor shall verify all measurements and shall take all field measurements necessary before fabrication. Exposed fastenings shall be compatible materials, shall generally batch in color and finish, and shall harmonize with the material to which fastenings are applied. Materials and parts necessary to complete each item, even though such work is not definitely shown or specified, shall be included. Poor matching of holes for fasteners shall be cause for rejection. Fastenings shall be concealed where practical. Thickness of metal and details of assembley and supports shall provide strength and stiffness. Joints exposed to weather shall be formed to exclude water.
- Anchorage shall be provided where necessary for fastening miscellaneous metal items securely in place. Anchorage not otherwise specified or indicated shall include slotted inserts made to engage with the anchor, expansion shields, and power-driven fasteners when approved for concrete; toggle bolts and through bolts for masonry; machine and carriage bolts for steel; and lag bolts and screws for wood.

IRRIGATION SYSTEM

A. GENERAL

- Contractor shall provide all labor, materials, and equipment necessary to furnish and install the irrigation system as indicated on the drawings and as specified herein.
- Coordinate the installation of all irrigation materials with the construction of site amenities and planting.
- All work on the irrigation system, including hydrostatic, coverage, and operational tests and the backfilling and compaction of trenches shall be performed before planting operations.
- Drawings are diagrammatic and shall be adjusted as necessary to conform to actual field conditions. Costs incurred due to any adjustment for coverage, including those requested by the Owner relative to the location of irrigation heads as shown on the drawings shall be the responsibility of the Contractor.
- Point of connection (P.O.C.) and operating pressure (P.S.I.) shall be as indicated on the drawings. Contractor shall verify the location and size of water source, PSI, and electrical supply prior to commencing installation. In case of discrepancy, Contractor shall immediately notify the Owner.

B. QUALITY ASSURANCE

- All local and state laws, rules and regulations governing or relating to any portion of the irrigation system are hereby incorporated into and made a part of these specifications. However, if these specifications call for or describe materials, workmanship or construction of a better quality, higher standard or larger size than is required by the above rules, regulations or requirements, these specifications and the drawings shall take precedence.
- In the event any equipment or methods indicated on the drawings or specified herein conflict with applicable regulations, Contractor shall immediately notify the Owner or Landscape Architect in writing prior to installation. In case of discrepancy, Contractor shall immediately notify the Owner.
- Due to the scale of the drawings, it is not possible to indicate all offsets, fittings, sleeves, and related other equipment, which may be required. Contractor shall carefully investigate the structural and finished conditions effecting the work and install a complete irrigation system within the intent of the drawings and specifications.
- Manufacturer's warranties shall not relieve the Contractor of liability under the provisions for guarantees.

C. MATERIALS LIST

- Within fifteen (15) calendar days after award of Contract and prior to installation, the Contractor shall submit to the Owner a list of materials including the manufacturer, description, model number and installation data.
- Equipment or materials installed or furnished without prior written acceptance may be rejected and such materials removed from the site at the Contractor's expense.

D. PRODUCT DELIVERY, STORAGE AND HANDLING

- Contractor shall exercise care in handling, loading, unloading and storing of irrigation materials and equipment.

E. PLASTIC PIPE

- Plastic pipe, where indicated on the drawings, shall be injection molded, rigid, unplasticized polyvinyl chloride (PVC), NSF approved, of high tensile strength, chemical resistant and impact strength, and depending on class and grade, conform to ASTM 2241 or ASTM D-1785.
- Fittings and couplings shall be threaded PVC Schedule 80 conforming to ASTM D-2464, or slip-fitting, tapered socket, solvent-weld type, PVC Schedule 40 conforming to ASTM D-2466 or PVC Schedule 80 conforming to ASTM D-2467.
- Solvent cement and primer for rigid PVC solvent-weld pipe and fittings shall be of commercial quality, IAPMO approved, conforming to ASTM D-2564.

F. BRASS PIPE

- Brass pipe, where indicated on the drawings, shall be 85% red brass, American National Standards Institute, Schedule 40 screwed pipe, conforming to Federal Specifications WW-P-351.
- Fittings shall be medium brass, screwed 125 pound class, conforming to Federal Specifications WW-P-460.

G. GALVANIZED PIPE

- Galvanized steel pipe, where indicated on the drawings, shall be ASA Schedule 40 mild steel screwed pipe. Fittings shall be medium galvanized screwed beaded malleable iron.
- All galvanized pipe and fittings installed below grade shall be painted with two (2) coats of Koppers #50 Bitumastic, or approved equal. Pipes may be wrapped with an approved asphaltic tape.

H. UVR-PVC PIPE

- UVR-PVC pipe, where indicated on the drawings, shall be ultra-violet resistant, Schedule 40 PVC pipe. Fittings shall be UVR-PVC fittings.

I. BACKFLOW PREVENTION UNIT

- Backflow prevention unit shall be factory assembled and shall be as indicated in the Irrigation Legend on the drawings, or approved equal. Contractor shall install backflow prevention unit as indicated in the details on the drawings and in accordance with manufacturer's recommendation.

J. VALVE BOXES

- Gate valves and remote control valves, except for anti-siphon valves, shall be installed below grade as indicated in the details on the drawings, in lockable valve boxes manufactured by Carson, Brooks, Fraser, Ametek, or approved equal.
- Valve box lids shall be per Irrigation Legend. Gate valves shall be identified by stamping "GV" on the valve box cover. Remote control valves shall be identified by stamping "RCV" and station number on the valve box cover.
- Valve boxes shall be set one inch (1") above finish grade, with valves set at sufficient depth to provide appropriate clearance between the cover and valve.

K. ISOLATION VALVES

- Isolation valves (ball) shall be as indicated in the Irrigation Legend on the drawings, or approved equal. Contractor shall install isolation valves as indicated in the details on the drawings and in accordance with manufacturer's recommendation.

L. QUICK COUPLING VALVES

- Quick coupling valves shall be as indicated in the Irrigation Legend on the drawings.

M. ANTI-DRAIN VALVES

- Where indicated on the drawings, and as needed for field conditions, anti-drain valves shall be as indicated in the Irrigation Legend on the drawings.

N. REMOTE CONTROL VALVES

- Remote control valves shall be solenoid activated, of the type, manufacturer and size as indicated in the Irrigation Legend on the drawings.

O. CONTROLLERS AND WIRING

- Controller shall be of the type and manufacturer as indicated in the Irrigation Legend on the drawings, or approved equal. Contractor shall install controller as indicated in the details on the drawings and in accordance with manufacturer's recommendations.
- For traditional wire systems connections between the controller and the remote control valves shall be made with direct burial solid copper wire. Control wire shall be #14 AWG, Type U.F., 600 volt. Common wire shall be #12 AWG. Wire shall be PVC insulated of single conductor type, underground feeder cable, U.L. approved.
- For traditional wire systems, as practical, pilot wires shall be a different color for each valve. Common wires shall be white with a different color stripe for each automatic controller. For 2wire systems, each controller shall have a different wire color.
- Wire shall be buried a minimum of eighteen inches (18") in depth and wherever possible shall occupy the same trench as the mainline, bundled and secured to irrigation pipelines at ten foot (10') intervals with plastic electrical tape, providing sufficient slack for expansion and contraction.
- Wire for slope systems shall be installed in a UVR PVC sleeve laid adjacent to the on-grade pipes.
- Provide a separate ground wire for each controller.
- An expansion curl shall be provided within three feet (3') of each wire connection and change of direction, and at least every 100 feet of wire length on longer runs.
- For traditional wire systems, all splices shall be made with Scotch-Lok #3576 Connector Sealing Packs, Rain Bird Pen-Tite, Snap DS-400 wire connectors, 3M DBY wire sealing packs, or approved equal. Use one (1) splice per connector sealing pack. Wire splices shall be located in pull boxes set one inch (1") above finish grade.
- For two wire systems, all splices shall be made with 3M DBY-6 direct bury splice kits or approved equal. Use one (1) splice per connector sealing pack. Wire splices shall be located in pull boxes set one inch (1") above finish grade.
- Field splices between the controller and remote control valves will not be permitted.
- For traditional wire systems, install a spare control wire of a different color along entire mainline. Loop thirty-six inches (36") excess wire into each single box and into one valve box in each group of valves.
- All controller wires installed within the garage shall be run in corrosion resistant thin metal wall electrical conduit and labeled as "Irrigation Control Wires."
- For two wire systems, surge protection against surge damage due to lightning or other electrical surge events is required. All installations shall conform to manufacturer's instructions, and must meet or exceed the American Society of Irrigation Consultants (ASIC) Earth Grounding Guideline 100-2002. In all cases where it does not conflict with appropriate grounding grid design for the project, Ground Rods or Plates as referred to in this specification shall conform to the following standards:
  1. All grounding rods shall be bare copper of 5/8" diameter or greater, and 8' length or greater.
  2. All grounding plates shall be 5 square feet, typically 4" by 96", as outlined in ASIC Earth
  Grounding Guideline 100-2002.
  3. A measured resistance reading of no more than 25 ohms is necessary at each TW-LA-1
  (Lightning Arrestor). ASIC Spec Section 7.0 – Measuring resistance, Item A.

  Ground rods and plates shall be located at a minimum distance to assure that the two-wire path is outside of the electrode sphere of influence for the grounding rod. For an 8' grounding rod, this
  means that the grounding rod must be connected at least 8' away from the two-wire path, at a
  right angle to the two-wire path. See the section below for details on connecting the grounding
  rod or plate to the device or lightning arrestor. (Under no circumstance should a ground rod or
  ground plate be installed in or under a valve box, meter box or electrical box.)

P. IRRIGATION HEADS

- Irrigation heads shall be of the manufacturer, size, type, and rate of precipitation with the diameter (or radius) of throw, pressure, and discharge as specified in the Irrigation Legend.
- Riser units shall be oriented perpendicular to the finish grade with nipples of the same size as the riser opening in the irrigation head.
- Spacing of heads and drip irrigation tubing shall not exceed the maximum shown on the drawings and in no case exceed the maximum spacing recommended by the manufacturer. Contractor responsible to insure complete coverage.

Q. INSTALLATION

- Pipe shall be cut square and the ends reamed out to the full inside diameter of the pipe and thoroughly cleaned of dirt, dust and moisture before installation.
- PVC pipe shall be protected from tool damage during assembly. Plastic pipe which has been nicked, scarred or damaged shall be removed and replaced at the Contractor's expense.
- PVC solvent-weld joints shall be made in accordance with ASTM D-2855. Pipe shall not be exposed to water for twenty-four (24) hours after solvent-weld joints are completed.
- Trenches shall be of open vertical construction to appropriate depths as indicated on the drawings and specified herein. PVC pipe shall be laid on native grade or certified compacted subgrade, free of rocks or sharp-edged objects and snaked from side to side in the trench to allow for expansion and contraction.
- Teflon tape shall be used on all threaded PVC to PVC and on all threaded PVC to metal joints.
- Brass pipe and fittings shall be assembled using Teflon dope, applied to the male threads only.
- Galvanized pipe threads shall be cut with clean, sharp dies, conforming to American Standards Association Specification. Male pipe threads shall be coated with a non-toxic, non-hardening, non-corrosive joint compound.

HMH
Land Use Entitlements
Land Planning
Landscape Architecture
Civil Engineering
Utility Design
Land Surveying
Stormwater Compliance
1570 Oakland Road, San Jose, CA 95131
(408) 487-2200
HMHca.com

CONSULTANT LOGO PLACEHOLDER (SIZE FLEXIBLE)

LIVE OAK MANOR PARK
CARLTON AVENUE AND GATEWAY DRIVE
LOS GATOS, CA

NO	DATE	DESCRIPTION

PROJECT NO.:	[illegible]
CAD DWG FILE:	[illegible]
DESIGNED BY:	LS
DRAWN BY:	HMH
CHECKED BY:	CM
DATE:	AUGUST 2, 2024
SCALE:	NONE
© HMH	

LANDSCAPE SPECIFICATIONS

L5.3

Docusign Envelope ID: DB549F48-961C-41BA-9781-75208FA815DA

ITEM NO. 4.

- Galvanized pipe or ultra-violet resistant (UVR) PVC installed on grade shall be anchored at intervals not to exceed ten feet (10'), with #4 rebar, with a "J" hooked radius.
- Rubber Ring Seal Joint:
  - Use factory-made male end or prepare field-cut male end to exact specifications of factory-made end.
  - Carefully clean bell or coupling and insert rubber ring without lubricant. Position ring carefully according to manufacturers recommendations.
  - Lubricate male end according to manufacturers recommendations and insert male end to specified depth. Use hands only when inserting PVC pipe.
  - Thrust blocks shall be provided where necessary to resist system pressure on ring-tite pipe and fittings. Blocks shall be concrete and the size shall be based on an average soil safe bearing load of 1000 pounds per square foot.
  - Form thrust blocks in such a manner that concrete comes in contact only with the fittings. Thrust blocks shall be between solid soil and the fitting.
- Irrigation lines and control wiring shall be installed under paving in separate PVC Schedule 40 sleeves. Sleeves shall be installed with the coverage depths as specified herein.
- Piping under existing pavement may be installed by jacking, boring or hydraulic driving, except that no hydraulic driving will be permitted under asphaltic concrete pavement. Where cutting or breaking of existing pavement is necessary, obtain permission from the Owner before cutting or breaking pavement and then make all necessary repairs and replacements to the satisfaction of the Owner, and at no additional cost to the Owner.
- All lines shall have a minimum horizontal clearance of six inches (6") from each other and from lines of other trades. Parallel lines shall not be installed directly over one another.
- Provide the following minimum coverage (where lines occur under paved areas, these coverage depths shall be considered below subgrade):

Pressure mainline	18"
Non-pressure lateral lines	12"
Control wiring	18"

R. ADJUSTING AND TESTING THE SYSTEM

- Contractor shall furnish all equipment, materials and labor to conduct pipeline pressure tests, coverage tests and operational tests. All tests shall be made in the presence of the Owner prior to planting operations. Trenches shall not be backfilled until the pipeline pressure tests have been performed to the satisfaction of the Owner.
- After completion of pipeline assembly, prior to installation of terminal fittings, including but not limited to remote control valves and quick coupler valves, entire system shall be thoroughly flushed to remove dirt, scale or other deleterious material.
- With open ends capped, prior to installing valves, test pressure supply lines for six (6) hours at 125 PSI. Center load PVC pipe with a small amount of backfill to prevent arching and whipping under pressure.
- Contractor shall be responsible for correcting any portions of the work twenty (24) hours in advance for the following inspections,
  - system layout
  - Pressure pipeline tests
  - coverage tests
  - operational tests (prior to commencing planting operations)
- Coverage test shall demonstrate that each station area is balanced to provide uniform and adequate coverage.
- Operational test shall demonstrate the performance and operation of all components of the controller system. Remote control valves shall be properly balanced, heads adjusted for coverage and system shall be workable, clean and efficient.
- Contractor shall be responsible for correcting any portions of the work that are not properly installed and retesting until installation has been accepted by the Owner.

S. MATERIALS TO BE FURNISHED

- Contractor shall furnish the Owner the following materials at the end of construction, prior to the Post-Installation Maintenance Period:

  Two (2) sets of special tools required for removing, disassembling and adjusting each type of sprinkler and valve supplied on the project.

  Two (2) five foot (5') valve keys for operating isolation valves.

  Two (2) keys for each controller.

  One (1) quick coupler key and matching hose swivels for each quick coupler valve installed.

  One (1) set each approved as-built and record drawings.

  Two (2) sets each approved controller charts.

T. AS-BUILT AND RECORD DRAWINGS

- Contractor shall maintain and keep up to date one (1) set of bluelines showing the "as-built" location of major features of the project and indicating changes that may occur during installation.
- Prior to acceptance of the work, Contractor shall furnish the Owner with one (1) set of reproducible transparencies as the Record Set showing the as-built data, of a quality satisfactory to the Owner. Transfer as-built data in ink (no ball point pen) and eradicate outdated items.
- Dimension from two (2) permanent points of reference (buildings, monuments, sidewalks, curbs, pavement) the location of the following items:

  Point of connection to existing water lines.
  Point of connection to existing electrical power.
  Irrigation valves.
  Routing of irrigation pressure lines (dimensions, maximum 100' along route).
  Remote control valves.
  Routing of control valves.
  Quick coupling valves.
  Other related equipment as requested by the Owner.

- Contractor shall submit As-built/Record Drawings to Owner for review prior to completing Controller Charts.

U. CONTROLLER CHARTS

- Contractor shall provide two (2) controller charts for each controller supplied. The controller charts shall show the area controlled and shall be the maximum size which the controller door will allow. The controller charts shall be a photographic print with a different color indicating the area of coverage for each station. When completed and approved, the controller charts shall be hermetically sealed between two (2) pieces of transparent plastic, each being a minimum of twenty (20) mils thick.

V. OPERATION AND MAINTENANCE MANUALS

- Prepare and deliver four (4) individually bound copies of the Operation and Maintenance Manual to the Owner at least ten (10) calendar days prior to acceptance of the work. The Manual shall include descriptive material of equipment installed and shall be in sufficient detail for maintenance personnel to understand, operate and maintain all equipment. Each complete, bound manual shall include the following:

  Index sheets stating Contractor's address and telephone number, list of equipment with names and addresses of local manufacturers representatives.

  Catalog and parts sheets on all material and equipment installed.

  Guarantee statement.
  Complete operating and maintenance instructions.

W. GUARANTEE

- Contractor shall guarantee all materials and equipment for one (1) year from the date of acceptance of the work. Should any trouble develop within the time specified due to inferior or faulty materials or workmanship, the Contractor shall be responsible for costs incurred due to repair and replacement.

GENERAL PLANTING

A. GENERAL

- Contractor shall provide all labor, materials and equipment for the installation of plant material as indicated on the drawings and as specified herein.
- Contractor shall coordinate planting with other site improvements. Unless otherwise specified, structural improvements shall be installed prior to planting operations.
- Contractor shall be responsible for locating and staking existing sewer, water and utility lines above or below grade that might be damaged as a result of planting operations. Contractor shall assume sole responsibility for any cost incurred due to damage and for replacement of aforementioned utilities.
- All work on the irrigation system, including hydrostatic, coverage, and operational tests, and the backfilling and compaction of trenches shall be performed prior to planting operations.
- Samples of fertilizers, soil conditioners, seed, or other materials shall be submitted to Owner forty-eight (48) hours prior to incorporation in the work.
- An agricultural suitability and fertility analysis soils report shall take precedence over these specifications.

B. PLANT MATERIAL QUALITY

- Plant material shall be in accordance with the State Department of Agriculture's regulations for nursery inspections, rules and grading. All plants shall be of No. 1 Grade and have a normal habit of growth, and shall be sound, healthy, vigorous and free of insect infestations, plant diseases, sun scalds, fresh bark abrasions or other objectionable disfigurements. All plants shall have a normal, well-developed branch system and vigorous and fibrous root system which is not root bound and is free of kinked or girdling roots.
- Nursery growth stock shall be selected from high quality, well-shaped stock, grown under climatic conditions similar to those in the project locale. Minimum acceptable size of plants as indicated in the drawings shall correspond with that normally expected for the species and variety of commercially available nursery stock.
- Where applicable, caliper shall be the diameter of the trunk one foot (1') above the ground surface.
- Oversize plants may be used if not root bound, but shall not increase the Contract price. Up to ten percent (10%) of undersized plants in any one (1) variety and grade may be used, provided they are larger than the average size of the next smallest grade.
- Scientific and common names conform to customary nursery usage.
- Types and sizes of plant materials shall be as indicated on the drawings. Quantities shown are a guide only, Contractor shall verify quantities by plan check.
- The Owner reserves the right to refuse or reject any unsuitable plant material. Unsuitable plants shall be removed from the project site and replaced at the Contractor's expense. Replacement plants shall be the same species, variety, size and conditions as specified.
- Pruning of plant materials shall not be done prior to delivery. After planting, pruning shall be limited to the minimum necessary to remove injured twigs and branches, dead wood and suckers.
- Plant material is subject to substitution based upon availability. Substituted material shall be approved in advance by the Owner.

C. FERTILIZERS

- Fertilizers shall comply with applicable requirements of the State Agricultural Code and shall be packaged, first grade, commercial quality products identified as to source, type of material, weight and manufacturer's guaranteed analysis. Fertilizers shall not contain toxic ingredients in quantities harmful to human, animal, or plant life. When requested, Contractor shall furnish the Owner with Certificate of Compliance stating that the material substantially meets the specifications.
- Commercial fertilizer shall be a pelleted, beaded, or granular product having the chemical analysis specified herein and shall be free-flowing material delivered in original unopened containers. Use of material which becomes caked or otherwise damaged shall not be permitted.
- Organic base fertilizer shall be comprised of decomposed animal, fish and vegetable matter with humic acids and a bacterial stimulant, manufactured as Gro-Power by Southern California Organic Fertilizer Co., Glendale, California, or approved equal.

D. AMENDMENTS

- Nitrogen stabilized organic amendment shall be a ground or processed wood product derived from wood of redwood, fir or cedar, treated with a non-toxic agent to absorb water quickly. Nitrogen content, based on dry weight, shall be 0.5% for redwood and 0.7% for fir and cedar. Iron content, based on dry weight, shall be 0.1%. Pine sawdust is not acceptable.
- When requested, Contractor shall furnish the Owner with a delivery receipt and Certificate of Compliance stating that the material substantially meets the specifications.

E. TOPSOIL

- Topsoil shall consist of fertile, friable soil of loamy character, and shall contain an amount of organic matter normal to the area. It shall be reasonably free from weeds, refuse, roots, heavy or stiff clay, stones larger than one inch (1") in diameter, sticks, brush, litter and other deleterious substances. Topsoil may be obtained from the site if approved by the Owner.
- When required, imported topsoil shall be subject to inspection and testing at the source of supply prior to delivery to the project.

F. MATERIAL DELIVERY AND INSPECTION

- Plant material shall be delivered with legible identification labels, handled and stored adequately to maintain a healthy condition, protecting them from drying out, windburn or any other injury.
- Inspection of plant materials required by Owner, County, State or Federal authorities shall be the responsibility of the Contractor. When requested, Contractor shall furnish copies of such permits or certificates to Owner.

G. SOIL PREPARATION

- Areas to receive "soil preparation" include turf, groundcover from rooted cuttings and non-slope hydroseeded areas.
- Fertilizing and conditioning materials shall be as specified in the project agricultural suitability report. Wash off fertilizer from plant.
- If an agricultural suitability report is not available, the following amendments, or approved equal, shall be mechanically spread and uniformly cultivated into the upper six inches (6") per 1,000 square feet of soil by suitable equipment operated at approximately right angles in at least two (2) directions:

3 CY	Nitrogen stabilized organic amendment
125 LBS	Gro-Power Plus soil conditioner/fertilizer
30 LBS	Agricultural gypsum

- Resulting soil shall be clean, in a friable condition and suitable for planting.

H. WEED ABATEMENT OPERATIONS

- The irrigation system and finish grade shall be completed prior to weed abatement operations.
- Contractor shall operate the irrigation system to keep planting areas uniformly moist for a period of three (3) weeks (21 consecutive calendar days). At the end of the three (3) week period, Contractor shall spray all visible weeds with a contact herbicide. Application method shall be as recommended by manufacturer. After spraying, planting areas shall remain unwatered for a minimum of forty-eight (48) hours. Remove weeds from site.
- Water seven (7) additional consecutive calendar days from the first application, and apply a contact herbicide as may be necessary. After second spraying, water shall not be applied for an additional forty-eight (48) hour period. Applications shall continue at seven (7) day intervals as determined by the Owner.
- Contractor shall apply spray chemicals when air currents are still, preventing drifting onto adjoining property and preventing any toxic exposure to persons whether or not they are in or near the project.
- Weeds and debris shall be disposed of off-site.

I. BACKFILL

- Backfill shall be as specified in the project agricultural suitability report, machine-mixed and approved by the Owner prior to incorporation in planting pits.
- If a agricultural suitability report is not available, the following amendments or approved equal, shall be incorporated:

7 parts by volume	On-site soil
3 parts by volume	Nitrogen stabilized organic amendment
15 LBS per CY of mix	Gro-Power Plus soil conditioner/fertilizer
1 LB per CY of mix	Iron sulfate
2 LBS per CY of mix	Agricultural gypsum

J. INSTALLATION - SHRUBS, VINES, AND TREES

- Stake plant locations and secure approval from the Owner before excavating pits. Excavated pits shall be as indicated in the details on the drawings. Dust sides of pits with gypsum before backfilling.
- Containers shall be opened and removed such that the rootball is not injured.
- Water all planting areas thoroughly after installation of plant materials. Additional backfill shall be added to fill voids caused by water settlement.
- Trees shall be staked at time of planting as indicated in the details on the drawings.
- All nursery stakes shall be removed after tree has been planted and staked according to construction details.

K. BIOTREATMENT SOIL

- Biotreatment soil shall conform to the most current regional permit based on project location.
- Biotreatment soil for projects located within the MRP (Municipal Regional Permit) boundary including but not limited to portions of Contra Costa County, Alameda County, San Mateo County and Santa Clara County shall conform to California Regional Water Quality Control Board San Francisco Bay Region Municipal Stormwater NPDES Permit No. CAS612008 Attachment L "Specification of Soils for Biotreatment or Bioretention Facilities."
- Biotreatment soil for projects located within the Small MS4s (Municipal Separate Storm Sewer System) General Permit Boundary including but not limited to portions of Santa Clara County (southern), Santa Cruz County, San Benito County and Monterey County shall conform to the provisions in the permit. If none exists, soil shall conform to California Regional Water Quality Control Board San Francisco Bay Region Municipal Stormwater NPDES Permit No. CAS612008 Attachment L "Specification of Soils for Biotreatment or Bioretention Facilities."

L. GUARANTEE

- Contractor shall guarantee plant material through one (1) full year after the date of acceptance of the work.
- Replacement plant material shall be of the same species, variety, & size as originally planted and shall be guaranteed for one (1) full year from the date of re-planting.
- Cost incurred due to replacement of dead or dying plant material shall be the responsibility of the Contractor.

M. INSTALLATION - HYDROSEEDING

- An agricultural suitability report that has been prepared for the specific site shall take precedent over the following materials. If such report is not available, the following materials shall be of such a character that when dispersed in a uniform slurry shall form an absorbent porous mat:

3000 gallons per acre	Fresh water
1500 to 3000 pounds per acre, depending on slope	Wood cellulose fiber, Conwed 2000 or approved equal
5 to 15 pounds per acre, depending on slope	Organic stabilizer, ECO E-Tac or approved equal
1000 pounds per acre	Gro-Power Plus, or approved equal

- Seed mixture shall be as indicated on the drawings.
- Water shall be fresh, free of impurities, excess chlorine and salts.
- Fiber shall be clean, weed-free mulch of wood cellulose containing no germination or growth-inhibiting factors. Fiber shall contain a harmless, temporary green dye.
- Mixing shall be performed in a tank, with a built-in continuous agitation and recirculation system, of sufficient operating capacity to produce a homogeneous slurry and a discharge system which will apply the slurry to the designated areas at a continuous and uniform rate.
- The slurry preparation shall take place at the project site and shall begin by adding water to the tank when the engine is at half throttle. When the water level has reached the height of the agitator shaft, good recirculation shall be established, and at this time the seed shall be added. Fertilization shall then be added followed by the wood cellulose fiber, when the tank is at least one-third (1/3) filled with water. Spraying shall commence immediately when the tank is full.
- Contractor shall spray designated areas with the slurry in a sweeping motion, in an arched stream, until a uniform coat is achieved and the material is spread at the required rate per acre.
- A slurry mixture which has not been applied within four (4) hours after mixing shall be rejected and replaced at the Contractor's expense.
- Slopes shall be hydroseeded after weed abatement operations and planting of trees and shrubs.
- Costs incurred for repair or replacement of bare, sparse or damaged areas shall be the responsibility of the Contractor.

N. INSTALLATION - SOD

- Prepare soil and provide weed abatement operations in accordance with the General Planting Section. Rake, cultivate, float and roll until areas to receive turf are in a smooth and uniform condition.
- Finish grade for turf areas shall be one inch (1") below the finish surface of walks, curbs, or related hardscape.
- Prior to sodding, soil shall be moist to a minimum depth of one inch (1").
- Prior to installation, area to be sodded shall receive sulphate of ammonia at the rate of one (1) pound per 200 square feet.
- Sod shall be laid and tamped with butt joint in a staggered "running bond" pattern.
- After installation, sod shall be rolled with a 200-pound water-filled lawn roller.
- Sod shall be as indicated on the drawings.

HMH
Land Use Entitlements
Land Planning
Landscape Architecture
Civil Engineering
Utility Design
Land Surveying
Stormwater Compliance

1570 Oakland Road, San Jose, CA 95131 (408) 487-2200 HMHca.com

CONSULTANT LOGO PLACEHOLDER (SIZE FLEXIBLE)

LIVE OAK MANOR PARK
CARLTON AVENUE AND GATEWAY DRIVE
LOS GATOS, CA

NO	DATE	DESCRIPTION

PROJECT NO.:	[illegible]
CAD DWG FILE:	[illegible]
DESIGNED BY:	LS
DRAWN BY:	HMH
CHECKED BY:	CM
DATE:	AUGUST 2, 2024
SCALE:	NONE
© HMH	

LANDSCAPE SPECIFICATIONS

L5.4

Docusign Envelope ID: DB549F48-961C-41BA-9781-75208FA815DA

POST-INSTALLATION MAINTENANCE PERIOD

A. GENERAL

- Contractor shall provide all labor, materials and equipment to perform work during the Post-Installation Maintenance Period, as specified herein, including but not limited to, adequate watering of plant material, replacing unsuitable plant material and controlling weeds, rodents and other pests.
- Contractor shall maintain the project on a continuous basis from the first day after planting is completed, until acceptance of the work.
- Costs incurred due to damage or replacement during Post-Installation Maintenance Period shall be the responsibility of the Contractor.
- Unless stipulated otherwise by the Owner, the Post-Installation Maintenance Period shall consist of a minimum of ninety (90) consecutive calendar days, once all parties agree the Maintenance Period can start.
- Post-Installation Maintenance Period may be extended by the Owner if the project is improperly maintained, unsuitable replacement is required, or other corrective work becomes necessary.

B. EXECUTION

- All areas including, but not limited to, turf, ground cover, and concrete flatwork, shall be kept clean and free of weeds, litter and debris.
- Subsurface drains and catch basin grates shall be kept clear of leaves, litter and debris to ensure unimpeded passage of water. Drainlines shall be periodically flushed with clear water to avoid build-up of silt and debris.
- Before weeds exceed two inches (2") in height, they shall be removed and disposed of off-site. All weeds shall be spot sprayed and left in place for seven (7) calendar days. Areas sprayed shall remain unwatered for a minimum of forty-eight (48) hours. Dead weeds shall be removed seven (7) calendar days after application and disposed of off-site.
- If the Owner notifies the Contractor of failure to control weeds as specified herein, the Contractor shall kill all weeds within ten (10) calendar days of such notification. The Post-Installation Maintenance Period will be extended for every day after the ten (10) calendar days until such weeds have been killed.
- Contractor shall take appropriate steps to eliminate rodents.

C. IRRIGATION SYSTEM

- Contractor shall operate the irrigation system automatically and shall properly and completely maintain all parts of the irrigation system.
- Contractor shall provide for delivery of water in sufficient quantities and adjust water application to compensate for seasonal conditions and shall ensure full and complete coverage.
- Costs incurred due to repair or replacement of equipment shall be the responsibility of the Contractor. Replacement parts shall be identical to the material as indicated on the drawings and specified herein.

D. TURF

- Prior to acceptance of the project and maintenance period, turf areas shall be established with a uniform 80% coverage, healthy vigorous growth and to a minimum of two inches (2") in height. Costs incurred for repair or replacement of bare, sparse or damaged areas shall be the responsibility of the Contractor.
- If an agricultural suitability soils report is not available, turf areas shall be fertilized with Gro Power Plus or approved equal every seventy (70) calendar days, at a rate recommended by the manufacturer.
- First mowing of turf shall be performed when the grass is two and one-half inches (2-1/2") in height. After initial mowing, turf shall be cut as often as necessary to maintain the turf at a height of two inches (2") for bluegrass and fescues and one inch (1") for bermuda.
- Contractor shall trim around irrigation heads to allow for unimpeded spray, at the base of trees, and at borders along walks, mowstrips and curbs.
- Contractor shall remove all grass clippings from project site.

E. SPECIALTY SODS INCLUDING NATIVE, MOW FREE, AND BIORETRATION SOD

- Prior to acceptance of the project and maintenance period, turf areas shall be established with a uniform 80% coverage, healthy vigorous growth and to a minimum of four inches (4") in height. Costs incurred for repair or replacement of bare, sparse or damaged areas shall be the responsibility of the Contractor.
- If an agricultural suitability soils report is not available, specialty sod areas shall be fertilized with Gro Power Plus or approved equal two or three times per year in early spring, late spring, or fall depending on grower recommendations and sod type and sod health. Specialty sods do not require as much fertilization as traditional fescue sod.
- Mow free and specialty sods shall be allowed to grow without regular mowing or line trimming. No more than 1/3 of the leaf blade shall be removed, mowed or trimmed in any trim or mow cycle. Specialty sod shall never be mowed or trimmed to a height less than 4". Mowing or trimming shall be done once a year in the late spring to remove florets or seed heads.
- Contractor shall trim around irrigation heads to allow for unimpeded spray, at the base of trees, and at borders along walks, mowstrips and curbs.
- Contractor shall remove all grass clippings from project site.

F. GROUND COVER AREAS

- If an agricultural suitability soils report is not available, ground cover areas shall be fertilized with Gro Power Plus or approved equal every seventy (70) calendar days, at a rate recommended by the manufacturer.

G. TREES

- If required, or at the direction of the Owner, trees planted as part of the Contract shall be pruned or headed back, to eliminate diseased or damaged growth, reduce toppling or wind damage, maintain growth within space limitations, maintain natural appearance, due to vandalism, and to balance the crown with the root structure.
- Staking of trees shall be checked frequently for damage, and to prevent chafing or girdling. Costs incurred due to damage or replacement due to improper staking materials shall be the responsibility of the Contractor.
- At the request of the Owner, wounds over one and one-half inch (1-1/2") in diameter may be sealed with an approved tree seal.
- Dead or dying trees shall be immediately replaced at the Contractor's expense with material of the same species and size and guaranteed as described in these specifications.
- Contractor shall exercise preventive measures when using string line trimmers near tree trunks. Costs incurred due to damage or replacement of trees due to improper measures shall be the responsibility of the Contractor.

H. SLOPES

- Prior to acceptance of the project and maintenance period, slopes shall be established with a uniform 80% coverage, healthy vigorous growth. Costs incurred for repair or replacement of bare, sparse or damaged areas shall be the responsibility of the Contractor.
- Seed for replacement shall be of the same type and quantity ratio as specified in the Plant List on the drawings.
- If a soils report is not available, slopes shall be fertilized with Gro Power Plus or approved equal every seventy (70) calendar days, at a rate recommended by the manufacturer.

I. BIOTREAMENT AREAS

- Biotreatment areas and facilities including but not limited to planting, irrigation, soils, impermeable liner, drain rock, mulch, underground storm drain piping, and tree filter boxes shall be monitored and maintained throughout the life of the project in accordance with local regulations and requirements.

J. INSPECTION

- Upon completion of the Post-Installation Maintenance Period, Contractor shall request a final observation and letter of acceptance of the work performed in accordance with the Contract Documents. The request shall be made to the Owner, a minimum of seven (7) calendar days prior to the date for inspection.

HMH
Land Use Entitlements
Land Planning
Landscape Architecture
Civil Engineering
Utility Design
Land Surveying
Stormwater Compliance
1570 Oakland Road (408) 487-2200
San Jose, CA 95131 HMHCA.com

CONSULTANT LOGO PLACEHOLDER (SIZE FLEXIBLE)

LIVE OAK MANOR PARK
CARLTON AVENUE AND GATEWAY DRIVE
LOS GATOS, CA

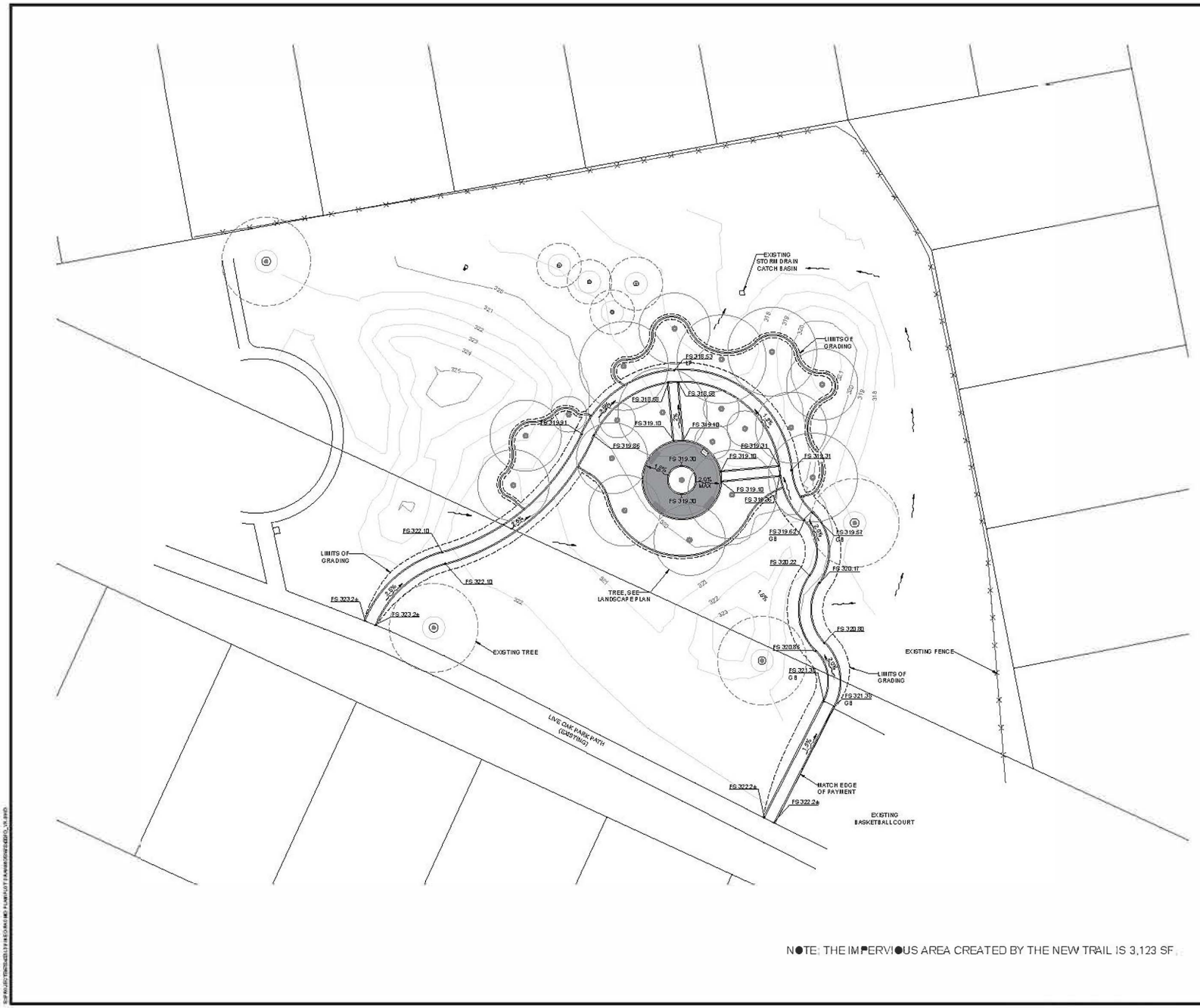
NO	DATE	DESCRIPTION
PROJECT NO:		21-20
CAD (MOD) FILE:		21-20 SPECS.DWG
DESIGNED BY:		LS
DRAWN BY:		HMH
CHECKED BY:		CM
DATE:		AUGUST 2 2024
SCALE:		NONE

© HMH

LANDSCAPE SPECIFICATIONS

L5.5

Docusign Envelope ID: DB549F48-961C-41BA-9781-75208FA815DA


EXISTING STORM DRAIN CATCH BASIN
LIMITS OF GRADING
LIMITS OF GRADING
TREE, SEE LANDSCAPE PLAN
EXISTING TREE
LIVE OAK PARK PATH (EXISTING)
MATCH EDGE OF PAYMENT
EXISTING BASKETBALL COURT
EXISTING FENCE
LIMITS OF GRADING
2.0% MAX
1.6%
2.0%
1.6%
2.0%
1.6%
1.6%
1.6%
1.6%
2.0%
2.0%
2.0

Docusign Envelope ID: DB549F48-961C-41BA-9781-75208FA815DA

EXHIBIT B
ROTARY TREE GROVE DONATON LEVELS

Mature Oak Tree at center of Grove (1) $5,000

- Name on largest sized paver in front of center tree.

Other Oak Trees $1,500

- Name on second largest paver.

Bench (5 available) $3,000

- 10 year donation; After 10 years bench will be replaced as Town deems necessary. Replacement will be requested by Rotary to Parks and Public Works. Replacement will follow Town practice in place at time of replacement.
- Name on plaque on bench

Pavers (depending on size) $300, $500, $800

- Name on the paver
- Pavers will remain in place for life of paver. Replacement will be requested by Rotary to Parks and Public Works. Replacement will follow Town practice in place at time of replacement.

Rotary would open donations to all of club members, other service clubs and then to the community at large including the neighbors to the grove. Rotary would also be open to businesses being sponsors, as well. The approval of sponsors would be at the discretion of Rotary Centennial Committee. We do not foresee declining any but would want that option.

Town reserves the right to decline placement of the names of any business or any personal messaging from donors that it deems to be immoral, unethical or in conflict with the values of the Town.

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 09/16/2025
ITEM NO: 5

DATE: September 11, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Authorize the Town Manager to Execute an Agreement for Services with DLR Group and Make Associated Budget Adjustments**

RECOMMENDATION: Authorize the Town Manager to execute an agreement for services (Attachment 1) with DLR Group in an amount not to exceed $98,100 for an assessment of the Police Operations Building (Legacy CIP No. 821-2404, New Project No. 4118735); and authorize an expenditure budget increase in the amount of $23,100 from the available General Fund Appropriated Reserves.

FISCAL IMPACT:

The adopted Fiscal Year 2023-24 Capital Improvement Program included $75,000 for a Police Operations Building needs assessment (Legacy CIP No. 821-2404, New Project No. 4118735). The recommended consultant agreement requires a total budget of $98,100. To fully fund the project, staff recommends an expenditure budget increase to the project budget (4118735-82303) in the amount of $23,100 from the available Capital Projects Reserve (Fund 411). Approval of this adjustment ensures the Town has sufficient funds to complete the full scope of work, including site test fit analysis and Council presentations, which are necessary for an accurate and comprehensive assessment and risk reduction.

STRATEGIC PRIORITY:

The assessment of the Town's Police Operations Building supports the strategic priority of "*furthering the Town's emergency preparedness, resiliency, and response capabilities"*.

BACKGROUND:

The 2023-24 Capital Improvement Program allocated $75,000 to complete an initial assessment of the Town's Police Operations Building. The need for this study was affirmed in the Organizational Assessment completed by Meliora for the Los Gatos Monte Sereno Police

PREPARED BY: Nicolle Burnham
Parks and Public Works Director

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Finance Director

Department in 2024. The Organization Assessment included a recommendation that police operations be consolidated into one location.

DISCUSSION:
On March 19, 2025, the Department of Parks and Public Works issued a Request for Qualifications for Professional Services to complete a Needs Assessment for the Police Operations Building. Qualifications based selection was used in lieu of a request for proposal because professional services are not required to be awarded solely on cost, and for this project, experience working with public safety buildings was of the utmost importance.

Three firms submitted qualifications statements: DLR Group, Griffin Structures, and The KPA Group. The qualifications packages were reviewed and ranked by the Director of Parks and Public Works, the Police Chief, and the Senior Engineer of the Capital Improvement Program. The consultants were ranked based on the consistency of their proposal with the requested services, their project approach, qualifications of the firm and project personnel including experience on projects of similar complexity, references, and sample projects of similar complexity. All three reviewers ranked DLR Group as the most qualified vendor for this work.

Aside from being a highly qualified firm, the project manager for DLR prepared the original set of plans to convert the Police Operations Building from a Verizon facility to its current use. This knowledge of the structure will provide background and context that other firms would not be able to provide, while creating continuity and efficiency.

On July 22, 2025, the Police Chief and Director of Parks and Public Works met with a representative of DLR Group to discuss in detail the work that is needed. DLR provided a scope of services that exceeded the $75,000 budget. Staff discussed this proposal and considered ways to reduce the cost. For example, consideration was given to deleting Task 3, Site Test Fit Analysis. After discussing this internally and with the architect, it is recommended that this task be completed so that the Town would have a complete understanding of the site constraints of the POB and possible remedies.

The base proposal provided by DLR Group provided a total cost of $91,100. Staff is also recommending that funding for two meetings be included in case the Town Council and the Town Manager would like to hear directly from the architect about the results. As such, staff recommends an agreement in an amount not to exceed $98,100 to be charged at hourly rates per the scope of services presented in Exhibit A of the agreement.

POB Space Study	
Legacy CIP No. 821-2404, New Project No. 4118735	
Budget	
Existing Appropriations	$75,000
Additional Appropriation (recommended with this staff report)	$23,100
Subtotal	**$98,100**
Expenditures	
Expenditures to date	$0
Subtotal	**$0**
Balance	**$98,100**

CONCLUSION:

The proposed agreement and requested budget adjustment will facilitate completion of this capital improvement project before the end of 2025. The work product will provide an understanding of improvements needed at the POB to allow the police operations to be consolidated as recommended in the organizational assessment completed by Meliora. Staff expect that funding and next steps for any improvements or modifications to the building that are recommended as a result of this study would be discussed during development of the Capital Improvement Program Budget in the spring of 2026.

COORDINATION:

This memo was coordinated with the Finance Department and the Los Gatos Monte Sereno Police Department.

ENVIRONMENTAL ASSESSMENT:

This is a project as defined under CEQA but is statutorily exempt under Section 15262. A Notice of Exemption will not be filed.

Attachments:
1. Agreement for Services with Exhibit A Scope of Services – DLR Group

AGREEMENT FOR CONSULTANT SERVICES

PREAMBLE

THIS AGREEMENT is dated for identification on 16th day of September 2026 by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and DLR Group, ("Consultant"), identified as an S Corporation and whose address is 18294 Sonoma Highway, Sonoma, CA 95476. This Agreement is made with reference to the following facts.

I. RECITALS

1.1 The Town desires to engage Consultant to provide Needs assessment of Police Operations Building .

1.2 The Consultant represents and affirms that it is willing to perform the desired work pursuant to this Agreement.

1.3 Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges Town has relied upon these warranties to retain Consultant.

II. AGREEMENTS

2.1 Scope of Services. Consultant shall provide services as described in that certain Proposal sent to the Town on August 6, 2025, which is hereby incorporated by reference and attached as Exhibit A.

2.2 Term and Time of Performance. This contract will remain in effect from upon execution through September 16, 2026. Consultant shall perform the services described in this agreement as described in Exhibit A.

2.3 Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.

2.4 Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.

2.5 Information/Report Handling. All documents furnished to Consultant by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the Town's property and shall be delivered to the Town upon the completion of Consultant's services or at the Town's written request. 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 until released by the Town to the public, and the Consultant shall not make any of the these documents or information available to any individual or organization not employed by the Consultant or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at Town's risk, unless Consultant expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.

2.6 Compensation. Compensation for Consultant's professional services shall not exceed **$98,100**, inclusive of all costs. Payment shall be hourly based upon actual hours worked and fees for each task shall not be exceeded without written authorization from the Town.

2.7 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

Payment shall be net thirty (30) days. All invoices and statements to the Town shall be addressed as follows:

Invoices:

Town of Los Gatos
Attn: Accounts Payable
P.O. Box 655
Los Gatos, CA 95031-0655
Email (preferred): AP@losgatosca.gov

2.8 Availability of Records. Consultant shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of the Town at the Consultant's offices during business hours upon written request of the Town.

2.9 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the Town.

2.10 Independent Contractor. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain

any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Consultant may perform some obligations under this Agreement by subcontracting but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Consultant agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.

2.11 Conflict of Interest. Consultant understands that its professional responsibilities are solely to the Town. The Consultant has and shall not obtain any holding or interest within the Town of Los Gatos. Consultant has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.

2.12 Equal Employment Opportunity. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance:

i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: two million dollars ($2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.

ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an

amount not less than one million dollars ($1,000,000) combined single limit per accident for bodily injury and property damage.

iii. Consultant shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the Town before work commences.

iv. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than $1,000,000 which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

General Liability:

i. The Town, its elected and appointed officials, employees, and, agents are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant. This requirement does not apply to the professional liability insurance required for professional errors and omissions.

ii. The Consultant's insurance coverage shall be primary insurance as respects the Town, its elected and appointed officials, employees, and agents. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

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

iv. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.

3.3 Workers' Compensation. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required

Workers' Compensation insurance for their respective employees. As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than one million dollars ($1,000,000) per accident for bodily injury or disease.

3.4 Indemnification. The Consultant shall save, keep, hold harmless and indemnify and defend the Town its elected and appointed officials, agents, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant.

IV. GENERAL TERMS

4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.

4.3 Termination of Agreement. The Town and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Consultant shall deliver to the Town all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, Town shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

4.4 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Consultant.

4.5 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.

4.6 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

Town of Los Gatos
Attn: Town Clerk
110 E. Main Street
Los Gatos, CA 95030

DLR Group
18294 Sonoma Highway
Sonoma, CA 95476

or personally delivered to Consultant to such address or such other address as Consultant designates in writing to Town.

4.7 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.

4.8 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement.

Town of Los Gatos by:	DLR Group by:
_____	_____
Chris Constantin, Town Manager	Michael B. Ross, AIA NCARB, Vice President, Principal Architect

Recommended by:

_____
Nicolle Burnham,
Director of Parks and Public Works

Approved as to Form:

_____
Gabrielle Whelan, Town Attorney

DLRGROUP
RossDrulisCusenbery

DLR Group inc.
a California corporation
18294 Sonoma Highway
Sonoma, CA 95476

August 22, 2025

Nicolle Burnham
Parks & Public Works Director
Parks & Public Works Department
41 Miles Avenue
Los Gatos, CA 95030
Via email: NBurnham@LosGatosCA.gov

Re: Town of Los Gatos-Monte Sereno Police Department: Proposal for Facility Programming and Concept Services for the Los Gatos-Monte Sereno Police Department Operations Center

Dear Nicolle:

DLR GROUP is pleased to submit this proposal for Facility Programming and Concept Design Services studying the feasibility for the potential expansion of the Los Gatos Monte Sereno Police Department (LGMSPD) Police Operations Center, 15900 Los Gatos Boulevard, Los Gatos, CA to accommodate the relocation of the LGMSPD's Administration, Records and Dispatch functions from the Town's civic center to the existing Police Operations Center site. The following describes our project understanding, scope of work and fee.

PROJECT UNDERSTANDING

In 2009 the Town of Los Gatos completed the adaptation and expansion of a prior Verizon call center building at 15900 Los Gatos Boulevard, CA into the Los Gatos Police Department Operations Center. Due to organizational and budget decisions at the time, the Los Gatos Police Department facilities were split into two locations; Patrol, Investigations, Community Services, Traffic and the Emergency Operations Center were located at the new Police

Operations Center, and Administration, Records and Dispatch remained at the town's Civic Center site. The Police Department continues to operate in dual facilities today.

Los Gatos-Monte Sereno Police Department Organizational Assessment Study

In 2024, Los Gatos commissioned the *Los Gatos-Monte Sereno Police Department Organizational Assessment Study* (Study) prepared by Meliora Public Safety Consultants. The Study provided a comprehensive organizational assessment of the Los Gatos-Monte Sereno Police Department to address opportunities for operational improvement to be more aligned with 21st Century policing. The Study found that overall, the LGMSPD was fully committed to their public safety mission and to continuous improvement and learning. One of the study's primary recommendations was for the police department's facilities to be reunified and combined into a single building. The current two-building model was found not to be conducive to team communication, organizational alignment and optimization of command-and-control functions.

The Study recommended a detailed space and functional analysis be prepared to explore the potential for combining all police department functions into a right sized single facility. In response, Los Gatos identified the existing Police Operations Center as a potential candidate site and building to house the entire police department and requested DLR Group provide a proposal for facility programming, conceptual design and site analysis services exploring the feasibility of combining all police department functions at the current Police Department Operations Center site. The following describes the scope of work for these services.

SCOPE OF WORK

DLR Group has organized Facility Programming and Conceptual Design Service Study into the following tasks and fees.

Task 1: Project Start Up & Orientation

Project start up activities include reviewing previously published planning data, reviewing existing drawings as built drawings and participation in a site visit and tour of the current police spaces in the Police Operations Center and Civic Center, and one-on-one meetings with the Chief of Police and Public Works Director.

Deliverables

Deliverables for this task include:

Site visit, orientation meeting and interviews with Chief of Police and Public Works Director. Development of a proposal for services, contract negotiation and receipt of a Notice to Proceed (NTP).

Task 2: Space Needs Assessment Services

The Space Needs Assessment process will begin with an onsite Kick Off meeting to confirm the project's scope, schedule and deliverables followed by user group interviews with the Police Department and other Town stakeholders.

The user group interviews will allow representatives of each police department division to discuss their division's respective workload, staff, space, security and functional requirements. The user group interviews will be split into two separate sessions to allow department representatives who are on alternating duty days to attend.

The focus of the Space Needs Assessment will establish the baseline staffing, space, functional, site and security requirements for 2025 and projected to a planning horizon of 2040. The outcome of this process will be documented in Program Space Requirements (PSR) spreadsheets which upon approval by the Police Department and Town, will form the Basis of Design for the later site analysis, conceptual design, and construction cost estimation tasks.

The projected 2040 gross building area requirements will be compared to the existing building area in the current Police Operations Center, with any resulting area differences being used to guide the development of potential space plan solutions for a combined Police Station facility.

Deliverables

Deliverables for this task include:

- Kick off meeting.
- User Group Interview Session 1
- User Group Interview Session 2
- Update existing as built drawings to reflect space plan changes since 2009.
- Preparation of Draft and Final Program Space Requirements (PSR) spreadsheets with base year 2025 projected to 2040.
- Draft PSR client review
- Final PSR forms the space needs Basis of Design (BOD)for this project.

Task 3: Site Analysis Services

Based on the approved BOD established in Task 2, DLR Group will analyze the current Los Gatos Boulevard site to assess its relative capacity to potentially accommodate future building additions, vehicle circulation, additional parking demand and associated other site improvements including emergency generator, underground redundant water storage and sewer storage tanks, stormwater management systems, landscaping and other associated site improvements should they be required to serve a potentially larger consolidated station.

This task will also assess the feasibility and respective pros and cons of potentially locating some police vehicles at the Monte Bello parking lot should parking lot expansion capacity be limited at the current site.

Deliverables

Deliverables for this task include:

- Concept design level site diagrams illustrating the capacity of the existing site to accommodate the site design attributes necessary to support the Los Gato Police Department's 2040 building and site improvement requirements.

Task 4: Concept Design

Based on the information developed during Tasks 2 and 3, DLR Group will convert the existing AutoCAD files to a 3D Revit model and prepare conceptual floor plan diagrams showing potential solutions to accommodate the relocation of all police department divisions and functions from the Civic Center to the existing or expanded Police Operations Center.

Deliverables for this task include:

- Conversion of the 2008 AutoCAD files to 3D Revit model
- Conceptual floor plans and associated site plans
- Client reviews and choice of the preferred design concept or hybrid thereof for cost estimation purposes.

Task 5: Construction Cost Estimation

Based on the approved conceptual space plan and site design, and building system general written design criteria, Cumming, DLR Group's professional cost consultant will prepare a concept design level statement of probable cost for the selected concept design, projected to a midpoint of construction August 2027.

Deliverables for this task include:

- Draft Statement of Probable Construction Cost

- Review meetings and discussion.
- Final Statement of Probable Construction Cost

Task 6: Summary Documentation & Recommendations

Based on the approved concept design and budget, DLR Group will document the findings of the facility plan in a written and graphic report for presentation to the Town of Los Gatos for consideration.

Deliverables for this task include:

- Draft written and graphic facility plan document.
- Client review and feedback
- Final written and graphic facility plan document.

Task 7. Town Council/Planning Commission Presentations

DLR Group can support and aid the Police Department in presentations to the Town Council or Planning Commission upon request with in-person attendance to discuss the merits and findings of the Feasibility Assessment as well as answer questions.

Deliverables for this task include:

- Assume two meetings including travel expenses at cost per meeting of $3,500.

PROPOSAL ASSUMPTIONS

The focus of this study identifies police department staffing, space needs and site requirements at the existing Police Operations Center site only. This facility assessment study excludes opinions on the current condition of existing structural, electrical, lighting, HVAC, security or low voltage systems. Building system assessment services are available but currently optional to this proposal.

Site design will be a high-level conceptual study focusing on the feasibility of accommodating the expected increased parking and site improvement needs of an enlarged police station at the site. DLR Group is available to provide added civil engineering design services as an optional service should the Town request.

The adoption of all or partial requirements of NPFA 1225/1221 for the design of Emergency Communication Centers for this project will be a decision by the Los Gatos-Monte Sereno Police Department and the AHJ. DLR Group requests directions on this decision prior to initiation of the construction cost estimation task.

FEE SCHEDULE SUMMARY

DLR Group's fee summary per design phase is provided below.

A/E SERVICES FEE SUMMARY PER DESIGN PHASE			
#	**PHASE**	**Total Fee Per Phase ($)**	**Remarks**
1.	Project Start Up/ NTP	4,500	
2.	Space Needs Assessment	17,600	
3.	Site Test Fit Analysis	14,300	
4.	Concept Design	24,200	
5.	Construction Cost Estimation	12,000	
6.	Summary Documentation & Recommendations	16,000	
7.	Town Council or Planning Commission Presentations	7,000	Assume two meetings $3,500 each invoiced hourly
8.	Sub-Total	95,600	
	Reimbursable Expenses	2,500	
8.	**Total Fee**	**$98,100**	

HOURLY RATES

Title	Client Hourly Billing Rate
Senior Expert	$350
Expert	$300
Practice Leader	$265
Project Leader	$235
Senior Professional	$205
Professional II	$175
Professional	$145
Professional Support	$115
Technical/Clerical	$90

PROJECT TEAM

The following consultants are included in the proposal.

Base Services

Architectural Planning: DLR Group

Cost Estimating: Cumming

SCHEDULE

The proposal is based on the following schedule and reflects our understanding of the project timeline while incorporating our work plan.

Feasibility Phase: Three Months
Construction Cost Estimation & Final Documentation: One Month

AGREEMENT FOR PROFESSIONAL SERVICES

Should the Town have a standard contract for professional services, we can review that for acceptance. Otherwise, we can also offer all general Terms and Conditions to be per the industry standard American Institute of Architects B109 Standard Form of Agreement Between Owner and Architect or other mutually agreed upon Terms and Conditions established prior to the commencement of our professional services for this project. We will prepare this agreement in conjunction with you.

EXCLUSIONS

The following services are currently excluded from this proposal.

- Reality capture or scanning existing buildings.
- Security or threat assessment services
- Design of facilities other than the current Police Operations Center
- Geotechnical testing, soils, and seismic reports
- Site topographic survey
- Title company services
- Subsurface utility service exploration or mapping
- Hazardous materials analysis, definition, or abatement
- Arborist services
- CEQA Initial Study
- Biological resources consultant
- Cultural resources consultant
- Traffic Engineering
- Vehicle miles travelled study.
- Greenhouse gas emissions study
- Design or erection of story poles
- Provision of schematic design, design development, construction document, bidding or construction phase services
- Structural, civil, mechanical, electrical, plumbing, lighting, computer aided dispatch (CAD) or emergency radio system and other low voltage system engineering or design.
- Landscape architecture
- Computer aided dispatch (CAD) or emergency radio system specification or design
- Interior design services or specification of furniture fixtures and equipment (FF&E).

ADDITIONAL SERVICES

1. All other services that are considered added services (beyond the scope of work noted here) will be billed on an hourly basis per our standard hourly rates. Please refer to our current hourly rate schedule.
2. This proposal assumes owner-provided plans are sufficiently accurate for this initial assessment phase. However, our team can take field measurements to physically confirm and document the existing facility within the proposed area of renovation.

INSURANCE

DLR Group carries the following insurance and will provide the Owner with certificates:

- Comprehensive General Liability $1,000,000 for each occurrence and in the aggregate for bodily injury and property damage
- Automobile Liability - $1,000,000 combined single limit and aggregate for bodily injury and property damage
- Workers' Compensation - $1,000,000
- Professional Liability - $2,000,000 per claim and in the aggregate for Architect's negligent acts, errors, and omissions

Thank you for this opportunity to be part of this important project. We look forward to joining the Los Gatos-Monte Serno Police Department Project Team to deliver a successful project. Please contact me at 707-996-8448 or via email at mross@dlrgroup.com should you like to discuss this proposal.

Sincerely,

Michael B. Ross, AIA NCARB
Principal | Architect
DLR Group

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 09/16/2025
ITEM NO: 6

DATE: August 20, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Authorize the Town Manager to Execute a Notice of Completion for the 2025 Annual Curb, Gutter and Sidewalk Maintenance Project (Legacy CIP No. 813-9921, New Project No. 4118120) and Authorize Staff to Record the Notice of Completion**

RECOMMENDATION: Accept the 2025 Annual Curb, Gutter and Sidewalk Maintenance Project (Legacy CIP No. 813-9921, New Project No. 4118120) and authorize the Town Manager to execute a Notice of Completion; and direct staff to record the Notice of Completion

FISCAL IMPACT:

There are no fiscal impacts associated with the recommended actions. This report is meant to close out the contract with Spektren Engineering Inc. associated with the 2025 work. There were sufficient funds available in the CIP Budget for the Annual Curb, Gutter, and Sidewalk Maintenance Project (Legacy CIP No. 813-9921, New Project No. 4118120), and the project fund balance will carry over to next year's project.

STRATEGIC PRIORITY:

This item is not associated with a Strategic Priority. This project supports the Core Goal of Quality Public Infrastructure. The improvements improve safety for all users and support compliance with the American with Disabilities Act (ADA).

BACKGROUND:

The adopted Fiscal Year (FY) 2024/25-2028/29 Capital Improvement Program (CIP) Budget designates funding for the 2025 Annual Curb, Gutter, and Sidewalk Maintenance Project (CIP No. 24-813-9921). The goal of this annually funded project is to replace and improve damaged

PREPARED BY: Saurabh Nijhawan
Senior Civil Engineer

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Finance Director

or outdated curbs, gutters, sidewalks, driveways, and curb ramps within the Town's jurisdiction to address safety and operational issues and to improve accessibility.

The 2025 Annual Curb, Gutter, and Sidewalk Maintenance (Concrete) Project work includes replacing or retrofitting curb ramps for compliance with the Americans with Disabilities Act (ADA) and other accessibility requirements. Title II of the ADA obligates jurisdictions to upgrade non-conforming curb ramps when streets are resurfaced from one intersection to another. The United States Department of Justice has determined that surface treatments such as asphalt overlay, rubber cape seal, and micro-surfacing trigger the requirement for ADA compliant curb ramps on associated streets.

On February 28, 2025, staff began advertising the project, and bids were opened on March 17, 2025. The Town received bid proposals from eight bidders. Spektren Engineering was the lowest responsive bidder.

On May 6, 2025, the Town Council authorized the Town Manager to execute a construction contract with Spektren Engineering Inc., in the amount of $162,200, with a ten percent (10%) contingency of the contract award amount.

DISCUSSION:

Project construction commenced on June 2, 2025, and was completed on June 28, 2025. The work has been completed to the satisfaction of the Town Engineer as noted in Attachment 2.

The project included 14 new ADA compliant curb ramps, 541 linear feet of curb and gutter repair, and 1,100 square feet of sidewalk replacement. The total cost associated with Spektren's contract was $162,200. There was no change orders associated with this project, leaving the contingency balance untouched. Staff recommends that the Town Council accept the construction of the project and authorize staff to record the Notice of Completion (Attachment 1).

FY 2024-25 Curb, Gutter, and Sidewalk Maintenance Project 813-9921		
Existing Appropriations		
GFAR FY 2024-25	$	731,201
Total Budget	**$**	**731,201**
Existing Expenditures including encumbrances		
Construction - Villalobos & Associates	$	450,145
Construction - Precision Emprise	$	3,892
Construction - Spektren Engineering Inc	$	162,200
Consultation Services - Ninyo & Moore General Engineers	$	5,276
Consultation Services - ISI Inspeciton Services Inc	$	22,562
Advertising	$	888
Other Costs	$	53
Total Expenditures	**$**	**645,015**
Project Balance	**$**	**86,186**
Staff Costs		
Operating Budget	$	94,868
Total Staffing	**$**	**94,868**

CONCLUSION:

This action formally accepts the contractor's work and affirms that it meets the Town's standards and requirements. The completion of the required work finalizes all contractual obligations, allowing for the release of retention.

COORDINATION:

This project has been coordinated with the Finance Department.

ENVIRONMENTAL ASSESSMENT:

This is a project as defined under CEQA but is Categorically Exempt (Section 15301). A Notice of Exemption was previously filed.

Attachments:
1. Notice of Completion
2. Verification of Work

Recording Requested By:
Town of Los Gatos

When Recorded Mail To:
Town Clerk
Town of Los Gatos
110 E Main St
Los Gatos, CA 95030

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE § 27383

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

NOTICE OF COMPLETION
Civil Code §§ 9204 and 9208

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the agent of the owner of the Project described below.

2. Owner's full name is: Town of Los Gatos.

3. Town's address is: 110 E. Main Street., Los Gatos, CA 95030.

4. The nature of Town's interest in the Project is:
X Fee Ownership __ Lessee __ Other:_____

5. Construction work on the Project performed on Town's behalf is generally described as follows: Furnishing all labor, materials, tools, equipment, and services required for completion of the 2025 Annual Curb, Gutter and Sidewalk Maintenance Project, located in the Town of Los Gatos, County of Santa Clara, State of California.

6. The name of the original Contractor for the Project is: Spektren Engineering, Inc. located at 7810 Monterey Rd Ste. B, Gilroy, CA, 95020.

7. The Project was accepted as complete on: September 16, 2025.

8. The Project is located at: Various Locations in the Town of Los Gatos.

Verification: In signing this document, I, the undersigned, declare under penalty of perjury under the laws of the State of California that I have read this notice, and I know and understand the contents of this notice, and that the facts stated in this notice are true and correct.

_____
Date and Place

_____
Signature

_____
Chris Constantin, Town Manager

EXEMPT FROM NOTARY ACKNOWLEDGMENT REQUIREMENTS PER GOVERNMENT CODE § 27287 AND CIVIL CODE § 9208

TOWN OF LOS GATOS

PARKS AND PUBLIC WORKS COMMENTS

To: Chris Constantin

From: Nicolle Burnham

Date: August 18, 2025

Subject: Notice of Acceptance

Acceptance of Work for the 2025 Annual Curb, Gutter, and Sidewalk Maintenance Project (CIP No. 24-813-9921)

The work performed under this contract was inspected by authorized representatives of the Town, Contractor and Engineer, and determined to be complete. The Town Engineer acknowledges the completion of this project and requests the Town Manger to sign the Certificate of Acceptance form.

Date of Final Inspection: 6/28/25

Project Participants: Kevin Selfridge, Saurabh Nijhawan, Gary Heap (Town of Los Gatos)
Emiliano Villalobos (Spektren Engineering Inc)

1. All construction and punch list items have been completed? Yes
2. All change orders have been executed? Yes
3. Claims if any have been resolved? N/A

REVIEWED AND APPROVED BY:

Saurabh Nijhawan
SENIOR CIVIL ENGINEER DATE: 8-20-25

Gary Heap
TOWN ENGINEER DATE: 8/20/2025

Nicolle Burnham
DIRECTOR OF PUBLIC WORKS DATE: 8/20/25

TOWN OF LOS GATOS

PARKS AND PUBLIC WORKS COMMENTS

Parks and Public Works Department • Engineering Division
41 Miles Ave, Los Gatos, CA 95030 • 408.399.5771 • www.losgatosca.gov

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 09/16/2025
ITEM NO: 7

DATE: August 29, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Take Actions to Proceed with Executing an Agreement for Construction Services with Casey Construction, Inc. to Complete the Annual Storm Drain Improvements: Vasona Storm Drain Replacement (Phase 1) (Legacy CIP No. 25-816-0420; New Project No. 4618304, 4628305, 4638306)**

RECOMMENDATION: Authorize the Town Manager to award and execute a public works contract with Casey Construction, Inc. (Attachment 1) in the amount of $101,052 for the Annual Storm Drain Improvements Project: Vasona Storm Drain Replacement (Phase 1) (Legacy CIP No. 25-816-0420; New Project No. 4618304, 4628305, 4638306); authorize the Town Manager to execute change orders in an amount not to exceed $15,158 which represents fifteen percent (15%) of the contract award amount for a total contract amount not to exceed $116,210; approve the project construction documents per Government Code 830.6 – Design Immunity; and find this project to be Categorically Exempt under Section 15302(c) (replace or reconstruct existing utility systems or facilities) of the California Environmental Quality Act.

FISCAL IMPACT:

The total construction cost for the Vasona Storm Drain Replacement (Phase 1) is $101,052, with an additional 15% contingency of $15,158, for a total not-to-exceed amount of $116,210. Sufficient funds are available in the FY 2025/26 Capital Improvement Program (CIP) Budget for the Annual Storm Drain Improvements Project (Legacy CIP No. 25-816-0420; New Project Nos. 4618304, 4628305, 4638306) to fully fund the contract, contingency, and associated project delivery costs.

PREPARED BY: Sean R. Rose
Special Projects Manager

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, Finance Director, , and Parks and Public Works Director

A detailed breakdown of budget funding is provided in the fiscal table in the Discussion section.

STRATEGIC PRIORITY:

This project supports the Core Goal of **Quality Public Infrastructure**. The proposed work maintains the condition of Town storm drain facilities and transportation systems and ensures safety for all users.

BACKGROUND:

The adopted 2025/26-2029/30 Capital Improvement Program (CIP) Budget designates funding for the Annual Storm Drain Improvements Project (Legacy CIP No. 25-816-0420; New Project No. 4618304, 4628305, 4638306). The goal of this annually funded project is to replace and improve storm drainage infrastructure within the Town's jurisdiction to address safety and operational issues.

The Town was contacted by Santa Clara County Parks in Spring 2025 regarding a sinkhole within Vasona Park associated with a Town storm drain that has closed a portion of the park. Upon investigation, staff determined that the storm drain in question is a 36" diameter corrugated metal pipe that runs approximately 210 feet from the west side of University Avenue eastward to Vasona Reservoir through Santa Clara County and Valley Water property, approximately 100 feet north of the intersection of University Avenue and Vasona Oaks Drive.

The entire length of the pipe has failed and needs replacement. In addition to the recent field investigation, the pipe has been identified for replacement in the Town's Storm Drain Master Plan.

The Vasona Storm Drain Replacement (Phase 1) project will replace approximately 36 linear feet of the failed storm drainpipe across University Avenue within the Town right of way. The remaining 174 feet of storm drain not replaced as part of this project will be replaced as part of a Phase 2 project to allow more time for permitting and easement acquisition from the County, Valley Water, and the state and federal resource agencies.

The project will replace the 36' segment via open-trench method and any voids found during excavation caused by the failed pipe will be filled and compacted and approximately 20' of the roadway centered on the trench will be paved for the full width of University Avenue. The work is anticipated to take two weeks to complete.

Work is expected to be completed by mid-October in advance of Fantasy of Lights, hosted by Santa Clara County. Traffic control plans will be reviewed and approved by the Town Engineer.

Outreach to impacted residents will be through the Town's website, social media, and advanced work zone message boards.

DISCUSSION:

The Storm Drain Replacement (Phase 1) (Legacy CIP No. 25-816-0420; New Project No. 4618304, 4628305, 4638306) was advertised for bid on Friday, August 12, 2025. The engineer's estimate was $80,000 - $100,000.

On August 28, 2025, bid packages were opened, with four contractors submitting bids. A summary of bid results is presented in Table 1 with Casey Construction as the apparent low bidder. A detailed list of bid results in Attachment 2.

Table 1. Bid Summary for Annual Storm Drain Improvements: Vasona Storm Drain Replacement (Phase 1) (CIP No. 25-816-0420):

Contractor	Bid Amount
Casey Construction, Inc.	$101,052
C2R Construction, Inc.	$107,862
Pacific Underground Construction, Inc.	$186,508
Galeb Paving, Inc.	$188,560

Government Code 830.6 states that neither a public entity nor a public employee is liable under this chapter for an injury caused by the plan, design or construction of, or an improvement to, public property where such plan or design has been approved in advance of the construction or improvement by the legislative body. Staff requests that the Town Council approve the construction plans including technical specifications for this project (Attachment 3).

The following fiscal table for the Annual Storm Drain Improvements (Legacy CIP No. 25-816-0420; New Project No. 4618304, 4628305, 4638306) provides the current fiscal year budget, existing expenditures, proposed transactions requested with this staff report, and the resulting available budget.

FY2526 Annual Storm Drain Improvements Project		
Legacy CIP No. 25-816-0420		
New Project No. 4618304, 4628305, 4638306		
Budget		
Storm Basin #2 - FY2425 Carryforward	$	47,053
Storm Basin #3 - FY2425 Carryforward	$	163,770
Subtotal		**$210,823**
Expenditures		
Existing Expenditures including encumbrances		
Consultant Services - Bellecci & Associates (dba Sanbell)	$	30,001
Expenditures Recommended with this Staff Report		
Construction Contract - Casey Construction	$	101,052
Construction Contingency - 15%	$	15,158
Subtotal	**$**	**146,211**
Balance	**$**	**64,612**

CONCLUSION:

The proposed actions would allow the Town to proceed with executing an agreement for construction services with Casey Construction, Inc. to complete the Annual Storm Drain Improvements: Vasona Storm Drain Replacement (Phase 1) within the Town.

COORDINATION:

This memorandum has been prepared in coordination with the Finance Department and the Town Attorney's Office.

ENVIRONMENTAL ASSESSMENT:

This is a project as defined under CEQA as being Categorically Exempt pursuant to CEQA Guidelines Section 15302(c) (replace or reconstruct existing utility systems or facilities). A Notice of Exemption has been filed by the County Clerk.

Attachments:
1. Construction Agreement with Exhibit A - Bid Summary
2. Bid Results
3. Construction Plans including Technical Specifications

Contract
Vasona Storm Drain Replacement (Phase 1)

This public works contract ("Contract") is entered into by and between Town of Los Gatos ("Town") and Casey Construction, Inc.("Contractor"), for work on the Annual Storm Drain Improvements: Vasona Storm Drain Replacement (Phase 1) Project #816-0420 ("Project").

The parties agree as follows:

1. Award of Contract. In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform the Work to construct the Project. On September 16, 2025, the Town Council authorized award of this Contract to Contractor for the amount set forth in Section 4, below. Town has elected to include the following Project alternate(s) in the Contract: No alternates.

2. Contract Documents. The Contract Documents incorporated into this Contract include and are comprised of all of the documents listed below. The definitions provided in Article 1 of the General Conditions apply to all of the Contract Documents, including this Contract.

2.1 Notice Inviting Bids;

2.2 Instructions to Bidders;

2.3 Addenda, if any;

2.4 Bid Proposal and attachments thereto;

2.5 Contract;

2.6 Payment and Performance Bonds;

2.7 General Conditions;

2.8 Special Conditions;

2.9 Project Plans and Specifications;

2.10 Change Orders, if any;

2.11 Notice of Potential Award;

2.12 Notice to Proceed; and

2.13 The following: Exhibit A

3. Contractor's Obligations. Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.

4. Payment. As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents and bid summary attached as Exhibit A, Town will pay Contractor $101,052 ("Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with the payment provisions in the General Conditions.

5. Time for Completion. Contractor will fully complete the Work for the Project, meeting all requirements for Final Completion, within FOURTEEN (14) calendar days from the start date set forth in the Notice to Proceed ("Contract Time"). By signing below, Contractor expressly waives any claim for delayed early completion.

6. Liquidated Damages. As further specified in Section 5.4 of the General Conditions, if Contractor fails to complete the Work within the Contract Time, Town will assess liquidated damages in the amount of Five Thousand Dollars ($5,000.00) per day for each day of unexcused delay in achieving Final Completion, and such liquidated damages may be deducted from Town's payments due or to become due to Contractor under this Contract.

7. Labor Code Compliance.

7.1 General. This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance, as further specified in Article 9 of the General Conditions.

7.2 Prevailing Wages. This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at http://www.dir.ca.gov/DLSR.

7.3 DIR Registration. Town may not enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations to perform public work pursuant to Labor Code § 1725.5, subject to limited legal exceptions.

8. Workers' Compensation Certification. Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code § 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

9. Conflicts of Interest. Contractor, its employees, Subcontractors, and agents may not have, maintain, or acquire a conflict of interest in relation to this Contract in violation of any Town ordinance or requirement, or in violation of any California law, including Government Code § 1090 et seq., or the Political Reform Act, as set forth in Government Code § 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.

10. Independent Contractor. Contractor is an independent contractor under this Contract and will have control of the Work and the means and methods by which it is performed. Contractor and its Subcontractors are not employees of Town and are not entitled to participate in any health, retirement, or any other employee benefits from Town.

11. Notice. Any notice, billing, or payment required by or pursuant to the Contract Documents must be made in writing, signed, dated, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF file. Notice is deemed effective upon delivery, except that service by U.S. Mail is deemed effective on the second working day after deposit for delivery. Notice for each party must be given as follows:

Town:

Invoices:
Town of Los Gatos
Attn: Accounts Payable
P.O. Box 655
Los Gatos, CA 95031-0655
Email (preferred): AP@losgatosca.gov

Notices:
Town of Los Gatos
Attn: Town Clerk
110 E. Main Street
Los Gatos, CA 95030

Contractor:

Name: Casey Construction, Inc.

Address: 619 SYLVAN WAY

City/State/Zip: Emerald Hills, CA 94062

Phone: (650) 369-1876

Attn: Espy Buenrostro

Email: bids@caseyconstructioninc.com

12. General Provisions.

12.1 Assignment and Successors. Contractor may not assign its rights or obligations under this Contract, in part or in whole, without Town's written consent. This Contract is binding on Contractor's and Town's lawful heirs, successors and permitted assigns.

12.2 Third Party Beneficiaries. There are no intended third party beneficiaries to this Contract.

12.3 Governing Law and Venue. This Contract will be governed by California law and venue will be in the Santa Clara County Superior Court, and no other place. Contractor waives any

right it may have pursuant to Code of Civil Procedure § 394, to file a motion to transfer any action arising from or relating to this Contract to a venue outside of Santa Clara County, California.

12.4 Amendment. No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.

12.5 Integration. This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between Town and Contractor.

12.6 Severability. If any provision of the Contract Documents is determined to be illegal, invalid, or unenforceable, in whole or in part, the remaining provisions of the Contract Documents will remain in full force and effect.

12.7 Iran Contracting Act. If the Contract Price exceeds $1,000,000, Contractor certifies, by signing below, that it is not identified on a list created under the Iran Contracting Act, Public Contract Code § 2200 et seq. (the "Act"), as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.

12.8 Authorization. Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporations Code § 313.

[Signatures are on the following page.]

The parties agree to this Contract as witnessed by the signatures below:

Town: Approved as to form:

s/_____ s/_____

Chris Constantin, Town Manager Gabrielle, Whelan, Town Attorney

Date: _____ Date: _____

Attest:

s/_____

Wendy Wood, CMC, Town Clerk

Date: _____

CONTRACTOR: Casey Construction, Inc.

s/_____

Brenden Casey, CEO

Date: _____

Contractor's CA License #459579 Expires July 31, 2026

END OF CONTRACT

Exhibit A

Bid Summary

Town of Los Gatos Parks and Public Works Department					
Annual Storm Drain Improvements: Vasona Storm Drain Replacement (Phase 1) Project (CIP No. 25-816-0420)					
Casey Construction - Exhibit A Bid Summary					
Line Item	**Description**	**Quantity**	**Unit of Measure**	**Unit Cost**	**Total**
1	Traffic Control	1	LS	$6,740.00	$6,740.00
2	Erosion and Sediment Control	1	LS	$3,000.00	$3,000.00
3	Utility & Agency Coordination	1	LS	$7,000.00	$7,000.00
4	Potholing	1	EA	$1,400.00	$1,400.00
5	Remove and Replace Existing 36# CMP with New 36" HDPE Corrugated Dual-Wall (Type S) by Open Trench Method	36	LF	$1,100.00	$39,600.00
6	CLSM Backfill Outside Trench Limits	20	CY	$350.00	$7,000.00
7	Cold Plane - 2"	817	SF	$36.00	$29,412.00
8	HMA (Type A) PG-64-16	15	TONS	$460.00	$6,900.00
	Total				**$101,052.00**

Payment Bond

The Town of Los Gatos ("Town") and Casey Construction, Inc. ("Contractor") have entered into a contract for work on the Annual Storm Drain Improvements: Vasona Storm Drain Replacement (Phase 1) ("Project"). The Contract is incorporated by reference into this Payment Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and _____, its surety ("Surety"), are bound to Town as obligee in an amount not less than $_____, under California Civil Code § 9550 et seq., to ensure payment to authorized claimants. This Bond is binding on the respective successors, assigns, owners, heirs, or executors of Surety and Contractor.

2. **Surety's Obligation.** If Contractor or any of its Subcontractors fails to pay a person authorized in California Civil Code § 9100 to assert a claim against a payment bond, any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor and its Subcontractors under California Unemployment Insurance Code § 13020 with respect to the work and labor, then Surety will pay the obligation.

3. **Beneficiaries.** This Bond insures to the benefit of any of the persons named in California Civil Code § 9100, so as to give a right of action to those persons or their assigns in any suit brought upon this Bond. Contractor must promptly provide a copy of this Bond upon request by any person with legal rights under this Bond.

4. **Duration.** If Contractor promptly makes payment of all sums for all labor, materials, and equipment furnished for use in the performance of the Work required by the Contract, in conformance with the time requirements set forth in the Contract and as required by California law, Surety's obligations under this Bond will be null and void. Otherwise, Surety's obligations will remain in full force and effect.

5. **Waivers.** Surety waives any requirement to be notified of alterations to the Contract or extensions of time for performance of the Work under the Contract. Surety waives the provisions of Civil Code §§ 2819 and 2845. Town waives the requirement of a new bond for any supplemental contract under Civil Code § 9550. Any notice to Surety may be given in the manner specified in the Contract and sent to Surety as follows:

   Attn: _____
   Address: _____

Town/State/Zip: _____
Phone: _____
Email: _____

6. Law and Venue. This Bond will be governed by California law, and venue for any dispute pursuant to this Bond will be in the Santa Clara County Superior Court, and no other place. Surety will be responsible for Town's attorneys' fees and costs in any action to enforce the provisions of this Bond.

[Signatures are on the following page.]

7. Effective Date; Execution. This Bond is entered into and is effective on _____, 20___.

SURETY:

_____
Business Name

s/_____ _____
Date

_____
Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR:

_____
Business Name

s/_____ _____
Date

_____
Name, Title

APPROVED BY TOWN:

s/ _____ _____
Date

_____
Name, Title

END OF PAYMENT BOND

Performance Bond

The Town of Los Gatos ("Town") and Casey Construction, Inc. ("Contractor") have entered into a contract for work on the Annual Storm Drain Improvements: Vasona Storm Drain Replacement (Phase 1) ("Project"). The Contract is incorporated by reference into this Performance Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and _____, its surety ("Surety"), are bound to Town as obligee for an amount not less than $_____ to ensure Contractor's faithful performance of its obligations under the Contract. This Bond is binding on the respective successors, assigns, owners, heirs, or executors of Surety and Contractor.

2. **Surety's Obligations.** Surety's obligations are co-extensive with Contractor's obligations under the Contract. If Contractor fully performs its obligations under the Contract, including its warranty obligations under the Contract, Surety's obligations under this Bond will become null and void. Otherwise, Surety's obligations will remain in full force and effect.

3. **Waiver.** Surety waives any requirement to be notified of and further consents to any alterations to the Contract made under the applicable provisions of the Contract Documents, including changes to the scope of Work or extensions of time for performance of Work under the Contract. Surety waives the provisions of Civil Code §§ 2819 and 2845.

4. **Application of Contract Balance.** Upon making a demand on this Bond for completion of the Work prior to acceptance of the Project, Town will make the Contract Balance available to Surety for completion of the Work under the Contract. For purposes of this provision, the Contract Balance is defined as the total amount payable by Town to Contractor as the Contract Price minus amounts already paid to Contractor, and minus any liquidated damages, credits, or backcharges to which Town is entitled under the terms of the Contract.

5. **Contractor Default.** Upon written notification from Town of Contractor's termination for default under Article 13 of the Contract General Conditions, time being of the essence, Surety must act within the time specified in Article 13 to remedy the default through one of the following courses of action:

   5.1 Arrange for completion of the Work under the Contract by Contractor, with Town's consent, but only if Contractor is in default solely due to its financial inability to complete the Work;

5.2 Arrange for completion of the Work under the Contract by a qualified contractor acceptable to Town, and secured by performance and payment bonds issued by an admitted surety as required by the Contract Documents, at Surety's expense; or

5.3 Waive its right to complete the Work under the Contract and reimburse Town the amount of Town's costs to have the remaining Work completed.

6. Surety Default. If Surety defaults on its obligations under the Bond, Town will be entitled to recover all costs it incurs due to Surety's default, including legal, design professional, or delay costs.

7. Notice. Any notice to Surety may be given in the manner specified in the Contract and sent to Surety as follows:

Attn: _____
Address: _____
Town/State/Zip: _____
Phone: _____
Fax: _____
Email: _____

8. Law and Venue. This Bond will be governed by California law, and venue for any dispute pursuant to this Bond will be in the Santa Clara County Superior Court, and no other place. Surety will be responsible for Town's attorneys' fees and costs in any action to enforce the provisions of this Bond.

9. Effective Date; Execution. This Bond is entered into and effective on _____, 20___.

SURETY:

_____
Business Name

s/_____ _____
Date

_____
Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR:

_____
Business Name

s/_____ _____
Date

_____
Name, Title

APPROVED BY TOWN:

s/ _____ _____
Date

_____
Name, Title

END OF PERFORMANCE BOND

Attachment 2

Documents Incorporated by Reference into Construction Agreement Will Be Provided on September 12, 2025

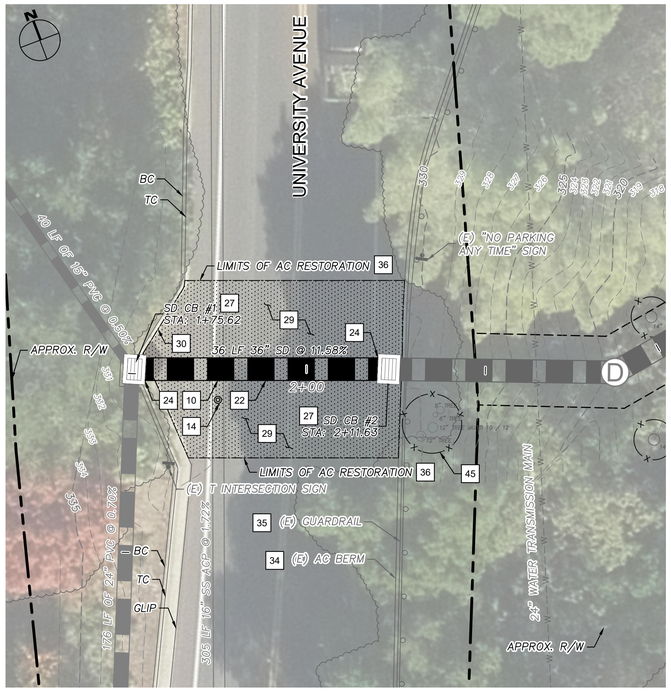
Bid Results - Annual Storm Drain Improvements: Vasona Storm Drain Replacement (Phase 1), (CIP No. 25-816-0420)

				C2R Engineering, Inc.		Casey Construction, Inc.		Galeb Paving Inc.		Pacific Underground Con	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Traffic Control	1	LS	$20,000.00	$20,000.00	$6,740.00	$6,740.00	$32,127.00	$32,127.00	$35,000.00	$35,000.00
2	Erosion and Sediment Control	1	LS	$2,500.00	$2,500.00	$3,000.00	$3,000.00	$7,037.00	$7,037.00	$7,150.00	$7,150.00
3	Utility & Agency Coordination	1	LS	$2,000.00	$2,000.00	$7,000.00	$7,000.00	$3,330.00	$3,330.00	$3,000.00	$3,000.00
4	Potholing	1	EA	$5,000.00	$5,000.00	$1,400.00	$1,400.00	$4,559.00	$4,559.00	$1,000.00	$1,000.00
5	Remove and Replace Existing 36# CMP with New 36" HDPE Corrugated Dual-Wall (Type S) by Open Trench Method	36	LF	$950.00	$34,200.00	$1,100.00	$39,600.00	$2,158.00	$77,688.00	$2,500.00	$90,000.00
6	CLSM Backfill Outside Trench Limits	20	CY	$250.00	$5,000.00	$350.00	$7,000.00	$605.00	$12,100.00	$150.00	$3,000.00
7	Cold Plane - 2"	817	SF	$36.00	$29,412.00	$36.00	$29,412.00	$17.00	$13,889.00	$24.00	$19,608.00
8	HMA (Type A) PG-64-16	15	TONS	$650.00	$9,750.00	$460.00	$6,900.00	$2,522.00	$37,830.00	$1,850.00	$27,750.00
	Total				**$107,862.00**		**$101,052.00**		**$188,560.00**		**$186,508.00**

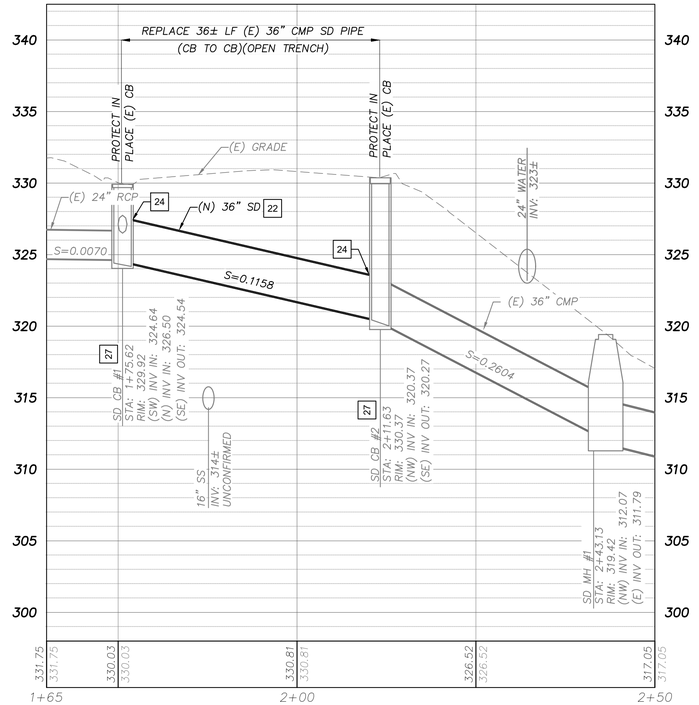
ANNUAL STORM DRAIN IMPROVEMENTS PROJECT

VASONA STORM DRAIN REPLACEMENT (PHASE 1)

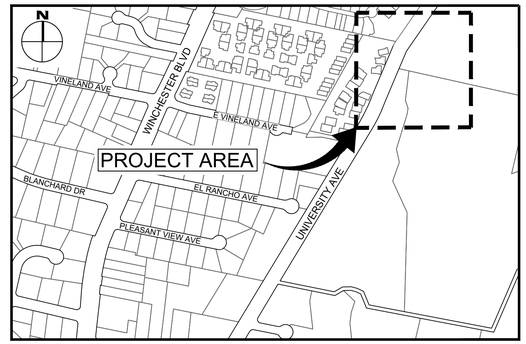
UNIVERSITY AVENUE APPR. 180' NORTH OF VASONA OAKS DRIVE
TOWN OF LOS GATOS
PROJECT NO. 25-816-0420



PLAN VIEW
SCALE = 1:10



PROFILE VIEW
SCALE = H 1:10 V 1:10



VINICITY MAP
SCALE: NTS

SHEET INDEX

SHEET	DESCRIPTION
01	TITLE & PLAN SHEET
02	GENERAL NOTES & SPECIFICATIONS
03	GENERAL NOTES & SPECIFICATIONS
04	GENERAL NOTES & SPECIFICATIONS
05	GENERAL NOTES & SPECIFICATIONS
06	GENERAL NOTES & SPECIFICATIONS
07	DETAILS
08	POLLUTION PREVENTION NOTES

ABBREVIATIONS:

AB	AGGREGATE BASE	MAX	MAXIMUM
AC	ASPHALT CONCRETE	MIN	MINIMUM
AD	AREA DRAIN	(N)	NEW
BC	BACK OF CURB	NTS	NOT TO SCALE
CB	CATCH BASIN	RCP	REINFORCED CONCRETE PIPE
CMP	CORRUGATED METAL PIPE	RIM	RIM ELEVATION
DI	DROP INLET	R/W	RIGHT-OF-WAY
DIA	DIAMETER	SD CB	STORM DRAIN CATCH BASIN
EG	EXISTING GRADE	SD MH	STORM DRAIN MANHOLE
(E)	EXISTING	TC	TOP OF CURB
FC	FACE OF CURB	TYP	TYPICAL
GLIP	GUTTER LIP	W	WATER
HDPE	HIGH-DENSITY POLYETHYLENE	WVSD	WEST VALLEY SANITATION DISTRICT
INV	INVERT ELEVATION		

CONSTRUCTION NOTES

10	EXERCISE EXTREME CAUTION WHEN WORKING IN CLOSE PROXIMITY TO (E) SANITARY SEWER FACILITIES. COORDINATE WORK WITH WVSD.
14	POTHOLE (E) SANITARY SEWER TO VERIFY DEPTH PRIOR TO CONSTRUCTION. NOTIFY ENGINEER OF CONFLICTS.
22	REMOVE (E) 36" CMP AND INSTALL (N) 36" CORRUGATED HDPE DUAL-WALL (SMOOTH INTERIOR, TYPE S) PIPE AT INVERTS, LENGTH, AND SLOPE INDICATED ON PLANS. TRENCH AND BACKFILL PER TOWN OF LOS GATOS STANDARD DETAIL SD-305 AND SD-306. BACKFILL AND COMPACT VOIDS WITHIN TRENCH WITH CLASS 2 AB, COMPACTED IN 6" LIFTS. IF COMPACTING VOIDS WITHIN TRENCH IS NOT FEASIBLE, BACKFILL WITH CLSM MIX.
24	CONNECT (N) SD PIPE TO (E) SD STRUCTURE. ENLARGE OPENINGS IN (E) SD STRUCTURE TO ACCOMMODATE LARGER OPENINGS OF (N) PIPE CONNECTIONS. PRIOR TO MORTAR FILL, APPLY HYDROPHILIC VULCANIZED EXPANSIVE RUBBER STRIP AROUND THE ANNULAR JOINT WHERE THE (N) 36" CORRUGATED HDPE DUAL-WALL PIPE MEETS THE (E) CONCRETE STORM DRAIN STRUCTURE.
27	PROTECT IN PLACE (E) SD CB.
29	BACKFILL VOIDS OUTSIDE OF STORM DRAIN TRENCH LIMITS WITH CLSM MIX. ANY VOIDS ENCOUNTERED DURING CONSTRUCTION OUTSIDE OF THE TRENCH LIMITS SHALL BE PAID FOR IN BID ITEM 6.
30	RECONSTRUCT PORTIONS OF (E) CURB AND GUTTER AND/OR (E) VERTICAL CURB IF REMOVED/DAMAGED BY STORM DRAIN INSTALLATION. REFER TO TOWN OF LOS GATOS STANDARD DETAILS ST-210 AND ST-211 ON SHEET 07.
34	RECONSTRUCT PORTIONS OF (E) AC BERM IN-KIND IF REMOVED/DAMAGED BY STORM DRAIN INSTALLATION.
35	RECONSTRUCT PORTIONS OF (E) GUARDRAIL AND REFLECTOR IN-KIND IF REMOVED/DAMAGED BY STORM DRAIN INSTALLATION.
36	APPROXIMATE LIMITS OF AC PAVEMENT RESTORATION TO EXTEND 10' BEYOND EDGE OF TRENCH. COLD PLANE AC PAVEMENT 2" AND REPAVE WITH HOT MIX ASPHALT.
45	PROTECT IN PLACE (E) TREE.

GENERAL NOTES :

1) ALL MATERIAL AND WORKMANSHIP SHALL FULLY CONFORM WITH THE SPECIFICATIONS, STANDARDS, AND ORDINANCES OF THE TOWN OF LOS GATOS. SEE GENERAL NOTES & SPECIFICATIONS ON SHEETS 02 – 06.
2) THE OFFICE OF PUBLIC WORKS INSPECTION SHALL BE NOTIFIED AT LEAST 72 HOURS IN ADVANCE OF ANY WORK.
3) CONTRACTOR OR SUBCONTRACTOR SHALL VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS. SHOULD ANY CONTRACTOR OR SUBCONTRACTOR FIND CONFLICTS, ERRORS, OMISSIONS, DEFICIENCIES, OR DISCREPANCIES IN THESE PLANS OR ARE IN DOUBT OF THE MEANING OR INTENT, THEY SHALL NOTIFY THE ENGINEER OF RECORD IN WRITING AND REQUEST CLARIFICATION. SHOULD THEY FAIL TO DO SO, THEY CANNOT CLAIM ADDITIONAL COMPENSATION FOR WORK REQUIRED TO COMPLETE THE PROJECT.
4) THE ENGINEER OF RECORD PREPARING THESE PLANS IS NOT RESPONSIBLE OR LIABLE FOR ANY UNAUTHORIZED CHANGES TO THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE ENGINEER OF RECORD. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT WRITTEN AUTHORIZATION FROM THE TOWN ENGINEER.
5) THE WORD "TYPICAL" OR "TYP" WHERE IT OCCURS MEANS THE SAME WORK APPLIES WHERE SIMILAR CONDITIONS OCCUR UNLESS NOTED OTHERWISE.
6) CONTRACTOR SHALL PROVIDE ADEQUATE TRAFFIC CONTROLS AND SHALL SUBMIT A TRAFFIC CONTROL PLAN FOR REVIEW AND APPROVAL BY THE ENGINEER PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. SEE GENERAL NOTES & SPECIFICATIONS ON SHEETS 02 – 06.
7) CONTRACTOR SHALL PERFORM BYPASSING AND DEWATERING AS NEEDED TO MAINTAIN EXISTING STORM DRAIN FLOW AND FACILITATE EXCAVATION FOR REMOVAL/REPLACEMENT OF THE STORM DRAIN LINE. IF REQUIRED, CONTRACTOR SHALL SUBMIT A BYPASSING PLAN FOR REVIEW AND APPROVAL BY THE ENGINEER PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. SEE GENERAL NOTES & SPECIFICATIONS ON SHEETS 02 – 06.
8) EXCAVATIONS SHALL BE ADEQUATELY SHORED, BRACED AND SHEETED SO THAT THE EARTH WILL NOT SLIDE OR SETTLE AND SO THAT ALL EXISTING IMPROVEMENTS OF ANY KIND WILL BE FULLY PROTECTED FROM DAMAGE. ANY DAMAGE RESULTING FROM A LACK OF ADEQUATE SHORING, BRACING OR SHEETING, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. SEE GENERAL NOTES & SPECIFICATIONS ON SHEETS 02 – 06.
9) IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXISTENCE AND LOCATION OF ALL EXISTING UNDERGROUND UTILITIES. THE CONTRACTOR SHALL NOTIFY UTILITY COMPANIES AT LEAST 48 HOURS IN ADVANCE OF CONSTRUCTION TO FIELD LOCATE UTILITIES. CONTACT UNDERGROUND SERVICE ALERT (USA) AT 800-227-2600 OR 811. ALL USA MARKINGS TO BE REMOVED AT END OF CONSTRUCTION.
10) EXISTING UTILITIES SHALL BE MAINTAINED IN SERVICE AND IN PLACE BY THE CONTRACTOR DURING CONSTRUCTION UNLESS OTHERWISE SHOWN.
11) EXISTING UTILITIES AND IMPROVEMENTS THAT ARE DAMAGED DURING CONSTRUCTION SHALL BE COMPLETELY RESTORED TO THE SATISFACTION OF THE TOWN ENGINEER, AT THE CONTRACTOR'S SOLE EXPENSE. SEE GENERAL NOTES & SPECIFICATIONS ON SHEETS 02 – 06.
12) THE CONTRACTOR AGREES THAT, IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY AND THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT JUST DURING NORMAL WORKING HOURS.
13) RESTORE ALL (E) STRIPING AND PAVEMENT MARKINGS REMOVED/DAMAGED BY STORM DRAIN REPLACEMENT.
14) IF THE CONTRACTOR PROPOSES A FULL ROAD CLOSURE (I.E., NO THROUGH TRAFFIC), THE TRAFFIC CONTROL PLAN MUST CLEARLY REFLECT THIS AND SHALL BE SUBMITTED FOR REVIEW AND APPROVAL BY THE TOWN'S TRAFFIC ENGINEER. FULL ACCESS FOR TRAFFIC MUST BE RESTORED AT THE END OF EACH WORKDAY.

SYMBOL & LINETYPE LEGEND

(E) & (N) STORM DRAIN
(E) & (N) STORM DRAIN MH, CURB INLET & CB
(E) & (N) AREA DRAIN
(E) & (N) SANITARY SEWER
(E) & (N) SANITARY SEWER MH & CO
(E) & (N) VALVE, FH & WM/BFP
PROPERTY BOUNDARY OR R/W
LIMITS OF PAVEMENT RESTORATION
(E) & (N) ELECTRIC
(E) & (N) GAS
(E) & (N) WATER
(E) & (N) TELECOMMUNICATION

TOWN OF LOS GATOS

ANNUAL STORM DRAIN IMPROVEMENTS PROJECT
VASONA STORM DRAIN REPLACEMENT(PHASE 1)
UNIVERSITY AVE APPR. 180' NORTH OF VASONA OAKS DR

TITLE & PLAN SHEET

PROJECT NO. 25-816-0420
TOWN OF LOS GATOS, PARKS AND PUBLIC WORKS DEPARTMENT
41 MILES AVENUE, LOS GATOS, CA 95030

PROFESSIONAL ENGINEER * THOMAS J. TRUXAW * 69179 * No. * C/LL * STATE OF CALIFORNIA

DATE:	AUGUST 06, 2025
SCALE:	1:10
DESIGN:	TJH
DRAWN:	DCC
CHECK:	REB
ENGR:	TJH
PROJECT NO.:	25-816-0420

DATE	BY	REVISIONS

sanbell
Intelligent Infrastructure Enduring Communities.
925 • 685 • 4569 sanbell.com

SHEET 01 OF 08

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS & DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE & CLIENT FOR WHICH IT WAS PREPARED. BELLECCI & ASSOCIATES, INC. SHALL NOT BE LIABLE FOR REUSE, ALTERATION, MODIFICATION, OR IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION.

K:\PROJECTS\2025\250360 VASONA STORM DRAIN\DWG\03 - PLAN SHEETS\BID PACKAGE 1\03 VASONA.DWG PLOTTED BY: DARREN CHOY 8/22/2025 8:06 AM

STANDARD PUBLIC IMPROVEMENT NOTES

GENERAL

1. ALL WORK SHALL BE PERFORMED IN CONFORMANCE WITH THE FOLLOWING:
   a. TOWN OF LOS GATOS ENGINEERING DESIGN STANDARDS AND SPECIFICATIONS (UNLESS SPECIFICALLY STATED OTHERWISE ON THE PLANS).
   b. ALL TOWN OF LOS GATOS CONDITIONS OF APPROVAL RELATED TO THE PROJECT.
   c. THESE PLANS, DETAILS, AND SPECIFICATIONS.
   d. 2024 EDITION (OR MOST RECENT) OF THE STATE OF CALIFORNIA (CALTRANS) STANDARD SPECIFICATIONS AND STANDARD PLANS
   e. THE GEOTECHNICAL REPORT (IF AVAILABLE) AND ALL THE NOTES SHOWN.

   THE CONTRACTOR SHALL HAVE A COPY OF ALL DOCUMENTS AVAILABLE AT THE JOB SITE AT ALL TIMES. ALL ON SITE IMPROVEMENTS SHALL BE INSPECTED AND CERTIFIED BY THE ENGINEER OF RECORD. IMPROVEMENTS IN THE PUBLIC RIGHT OF WAY SHALL BE INSPECTED BY PUBLIC WORKS.
2. THE CONTRACTOR SHALL CONTACT THE TOWN ENGINEERING INSPECTOR AT (408) 399-5771 TO SCHEDULE A PRECONSTRUCTION MEETING AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO THE COMMENCEMENT OF ANY AND ALL WORK. DURING THE DURATION OF THE PROJECT, ROLLING 3-WEEK LOOKAHEAD SCHEDULES WILL BE REQUIRED TO BE SUBMITTED WEEKLY.
3. THE CONTRACTOR AND ALL SUBCONTRACTORS MUST CALL UNDERGROUND SERVICE ALERT (USA NORTH 811 OR 1-800-227-2600) PRIOR TO THE START OF ANY WORK ON THE PROJECT SITE. EACH CONTRACTOR SHALL SUBMIT A COPY OF THEIR USA TAG TO THE TOWN FOR VERIFICATION. THE CONTRACTOR SHALL ALSO CALL ANY COMPANY OR AGENCY FOR SERVICE LOCATIONS WHO ARE NOT A MEMBER OF UNDERGROUND SERVICE ALERT. CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION OF ALL EXISTING UTILITIES IN THE FIELD. LOCATIONS OF UTILITIES AND UNDERGROUND FACILITIES SHOWN ARE APPROXIMATE AND FOR GENERAL INFORMATION ONLY. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING USA MARKINGS AFTER THE COMPLETION OF CONSTRUCTION FROM THE PUBLIC RIGHT OF WAY.
4. THE CONTRACTOR SHALL COORDINATE ALL NECESSARY UTILITY INSPECTIONS, SCHEDULING AND RELOCATIONS WITH THE APPROPRIATE UTILITY COMPANIES.
5. ALL WORK SHALL BE IN ACCORDANCE WITH THE PREVAILING GOVERNING AGENCY. FOR DISCREPANCIES BETWEEN THESE PLANS AND THOSE AGENCIES' REGULATIONS AND STANDARD PLANS, AGENCY REQUIREMENTS SHALL PREVAIL.
6. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF TWO -24 HOUR A DAY EMERGENCY TELEPHONE NUMBERS OF THE PERSON(S) WHO CAN RESPOND TO THE PROJECT.
7. ALL MATERIALS SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR UNLESS OTHERWISE NOTED ON THE PLANS.
8. CONTRACTOR SHALL CONFORM TO EXISTING STREETS, SURROUNDING LANDSCAPE AND OTHER IMPROVEMENTS WITH A SMOOTH TRANSITION IN PAVING, CURBS, GUTTERS, SIDEWALKS, GRADING, ETC., AND TO AVOID ANY ABRUPT OR APPARENT CHANGES IN GRADES OR CROSS SLOPES, LOW SPOTS OR HAZARDOUS CONDITIONS.
9. FOR ALL CONSTRUCTION ACTIVITIES INCLUDING BUT NOT LIMITED TO: GRADING, FENCING, RETAINING WALLS, TREE TRIMMING, STORM DRAINAGE, OR ANY OTHER TYPE OF WORK, THAT OCCUR ON ADJACENT PROPERTY, THE CONTRACTOR SHALL PROVIDE THE TOWN A RIGHT-OF-ENTRY/TEMPORARY CONSTRUCTION EASEMENT SIGNED BY THE OWNER OF RECORD OF THE AFFECTED/ADJACENT PROPERTY PRIOR TO START OF CONSTRUCTION.
10. THE CONTRACTOR SHALL NOTIFY ALL CUSTOMERS OF UTILITY SERVICE INTERRUPTIONS 48 HOURS IN ADVANCE WITH DOOR HUNG NOTICES. INTERRUPTION SCHEDULING SHALL BE AUTHORIZED IN WRITING BY TOWN ENGINEER.
11. CONSTRUCTION ACTIVITIES THROUGHOUT THE ENTIRE DURATION OF THE PROJECT SHALL BE LIMITED TO THE HOURS OF 7:00 A.M. TO 7:00 P.M., MONDAY THROUGH FRIDAY. THERE SHALL BE NO STARTUP OF MACHINES NOR EQUIPMENT PRIOR TO 8:00 A.M., MONDAY THROUGH FRIDAY; NO DELIVERY OF MATERIALS NOR EQUIPMENT PRIOR TO 7:30A.M. NOR PAST 5:00P.M., MONDAY THROUGH FRIDAY; NO CLEANING OF MACHINES NOR EQUIPMENT PAST 6:00 P.M., MONDAY THROUGH FRIDAY; NO SERVICING OF EQUIPMENT PAST 6:45 P.M., MONDAY THROUGH FRIDAY; AND CONSTRUCTION ON WEEKENDS OR LEGAL HOLIDAYS SHALL BE LIMITED TO THE HOURS OF 8:00 A.M. TO 4:00 P.M., UNLESS THE CONTRACTOR SUBMITS A WRITTEN REQUEST AND THAT REQUEST IS APPROVED BY THE TOWN ENGINEER, OR THEIR DESIGNEE, PURSUANT TO SECTION 8.08.025 & 8.08.050 OF THE TOWN MUNICIPAL CODE. IF THE REQUEST TO WORK OUTSIDE OF THE DESIGNATED HOURS IS APPROVED, THE CONTRACTOR MAY BE REQUIRED TO PAY THE COST OF PROVIDING INSPECTION SERVICES FOR THE WORK BEING PERFORMED. IF INSPECTION SERVICES ARE NOT AVAILABLE FOR THE REQUESTED CHANGE, THE TOWN ENGINEER MAY DENY THE REQUEST. THE TOWN MANAGER, OR DESIGNEE, SHALL GRANT SUCH PERMIT:
    a. FOR EMERGENCY WORK;
    b. OTHER WORK, IF WORK AND EQUIPMENT WILL NOT CREATE NOISE THAT MAY BE UNREASONABLY OFFENSIVE TO NEIGHBORS AS TO CONSTITUTE A NUISANCE; OR
    c. IF NECESSARY TO PROTECT THE PUBLIC HEALTH, SAFETY, AND WELFARE.

    ALL MUFFLER SYSTEMS ON CONSTRUCTION EQUIPMENT SHALL BE PROPERLY MAINTAINED. ALL CONSTRUCTION EQUIPMENT SHALL NOT BE PLACED ADJACENT TO DEVELOPED AREAS UNLESS SAID EQUIPMENT IS PROVIDED WITH ACOUSTICAL SHIELDING. ALL CONSTRUCTION AND GRADING EQUIPMENT SHALL BE SHUT DOWN WHEN NOT ACTIVELY IN USE.

    AN INSPECTOR IS REQUIRED TO BE ONSITE FOR WORK OUTSIDE OF THE MONDAY THROUGH FRIDAY WORK HOURS, THE CONTRACTOR SHALL REQUEST FROM THE TOWN, IN WRITING, 72 HOURS PRIOR TO THE WORK, FOR APPROVAL. IF PRIOR WRITTEN NOTICE IS NOT PROVIDED, THE REQUEST WILL BE DENIED, AND CONSTRUCTION WORK MAY NOT BE PERFORMED. ADDITIONAL FEES MAY BE CHARGED FOR WORK OUTSIDE OF THE MONDAY THROUGH FRIDAY WORK HOURS. THE TOWN RESERVES THE RIGHT TO DENY ALL WORK OUTSIDE OF THE MONDAY THROUGH FRIDAY WORK HOURS.

    DEVELOPER/CONTRACTORS WILL BE GIVEN ONE (1) WARNING FOR WORK STARTING PRIOR TO OR AFTER THE WORK HOURS STATED ABOVE. AFTER THE FIRST WARNING IS GIVEN, ANY VIOLATIONS OF TIME WILL RESULT IN AN AUTOMATIC FIVE (5) WORKING DAY SHUTDOWN OF THE ENTIRE PROJECT.

    NO STAGING OR DELIVERIES IN THE PUBLIC RIGHT OF WAY UNLESS APPROVED PER WRITTEN REQUEST.

    THE TOWN ENGINEER, PLANNING COMMISSION OR TOWN COUNCIL MAY IMPOSE ADDITIONAL LIMITATIONS ON WORKING HOURS AND NOISE BASED ON THE SPECIAL CIRCUMSTANCES THAT MAY.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SURVEY MONUMENTS AND CONTROL POINTS. ALL MONUMENTS DESTROYED DURING CONSTRUCTION SHALL BE RESURVEYED AND REPLACED BY THE CONTRACTOR AND AT THE CONTRACTOR'S EXPENSE AS OUTLINED IN THE BUSINESS AND PROFESSIONS CODE, SECTION 8771.
13. THE CONTRACTOR SHALL PROVIDE THE TOWN SUBMITTAL(S) FOR ALL MATERIAL TO BE INSTALLED WITHIN THE PUBLIC RIGHT OF WAY ON THE PROJECT. CONSTRUCTION SHALL NOT START PRIOR TO SUBMITTALS BEING APPROVED. PRIOR TO BEING SUBMITTED TO THE TOWN, THE DESIGNER OF RECORD SHALL REVIEW AND THE SUBMITTAL AND RETURN IT TO THE CONTRACTOR WITH APPROVAL OR COMMENTS WITHIN TEN (10) WORKING DAYS AFTER RECEIPT OF THE SUBMITTAL.
14. SITE SECURITY, PERIMETER CONTROLS, AND SITE SAFETY ARE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE INSTALLED AND MAINTAINED DURING ALL PHASES OF CONSTRUCTION. TEMPORARY 6FT CHAIN LINK WITH OPAQUE SCREENING SHALL BE USED FOR SITE SECURITY UNLESS ANOTHER METHOD IS SUBMITTED AND APPROVED FOR USE BY THE TOWN

TRAFFIC CONTROL (BID ITEM 1)

GENERAL

1. ALL TRAFFIC CONTROL REQUIRED FOR CONSTRUCTION ACTIVITIES SHALL CONFORM TO THE REQUIREMENTS OF THE LATEST EDITION OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD). FOR FULL STREET CLOSURES, A WRITTEN EXPLANATION DETAILING THE NEED FOR FULL CLOSURE SHALL BE ACCOMPANIED WITH A TRAFFIC CONTROL PLAN AND SUBMITTED TO THE TOWN ENGINEER FOR REVIEW AND APPROVAL. FOR ALL LANE AND SIDEWALK CLOSURES AND DETOURS, A TRAFFIC CONTROL PLAN SHALL BE SUBMITTED TO THE TOWN ENGINEER FOR REVIEW AND APPROVAL AT LEAST TEN WORKING DAYS BEFORE THE SCHEDULED CLOSURE. CONSTRUCTION WILL NOT BE ALLOWED TO START PRIOR TO THE APPROVAL OF THE TRAFFIC CONTROL PLAN.
2. ALL TRAFFIC CONTROL PLANS SHALL BE A CAD DRAWING FORMAT PLAN WITH COMPLETE DETAILS AND TABLES. AERIAL PHOTOS, HAND DRAWN PLANS, AND NOTES ARE NOT ACCEPTABLE.
3. TRAFFIC CONTROL SHALL BE PER CA MUTCD, SECTION 6 (SECTION 5 IS NOT ALLOWED).
4. "NO PARKING"SIGNS SHALL BE PLACED 48 HOURS PRIOR TO THE WORK TO BE COMPLETED WITHIN AN AREA OF DESIGNATED PUBLIC PARKING. NO PARKING SIGNS SHALL BE FILLED IN WITH ALL PERTINENT INFORMATION OF THE EXACT TIME THE WORK IS TO TAKE PLACE. SIGNS SHALL BE CLEAR AS TO WHEN THE PUBLIC MAY PARK IN THE AREA OUTSIDE OF THE CONSTRUCTION TIME. IF WORK IS STAGED OR DELAYED, THEN ALL 'NO PARKING' SIGNS SHALL BE REMOVED AND NEW NO PARKING SIGNS SHALL BE PLACED 48 HOURS PRIOR TO WHEN WORK IS READY TO RESUME. SIGNS SHALL BE PLACED APPROXIMATELY EVERY 50 FEET APART.
5. THE CONTRACTOR IS REQUIRED TO MAINTAIN ALL TRAFFIC CONTROL EQUIPMENT IN-PLACE DURING WORK ACTIVITIES AND SHALL REMOVE ALL TRAFFIC CONTROL THAT IS NOT NEEDED AND RETURN ACCESSIBLE TRAVEL FOR THE PUBLIC DURING NON-WORK HOURS OR DAYS.
6. IF THE CONTRACTOR PROPOSES A FULL ROAD CLOSURE (I.E., NO THROUGH TRAFFIC), THE TRAFFIC CONTROL PLAN MUST CLEARLY REFLECT THIS AND SHALL BE SUBMITTED FOR REVIEW AND APPROVAL BY THE TOWN'S TRAFFIC ENGINEER. FULL ACCESS FOR TRAFFIC MUST BE RESTORED AT THE END OF EACH WORKDAY.
7. THE TOWN RESERVES THE RIGHT TO STOP ALL WORK BEING PERFORMED FOR LACK OF TRAFFIC CONTROL OR TRAFFIC CONTROL THAT IS NOT PER THE APPROVED TRAFFIC CONTROL PLAN.
8. THE CONTRACTOR IS REQUIRED TO MAINTAIN ALL TEMPORARY PAVEMENT DELINEATION UNTIL THE PERMANENT PAVEMENT DELINEATION IS PLACED. ALL PERMANENT TRAFFIC STRIPING SHALL BE LAID OUT AND CAT-TRACKED. THE TOWN SHALL HAVE A MINIMUM OF TEN WORKING DAYS TO APPROVE THE STRIPING LAYOUT AND CAT-TRACKING.
9. TRAFFIC STRIPING SHALL BE THERMOPLASTIC WITH REFLECTOR UNLESS OTHERWISE SPECIFIED.
10. CONTRAST STRIPING SHALL BE PLACED ON ALL CONCRETE ROADWAY SURFACES.
11. PRIOR TO THE STREET OPENING AFTER HMA IS PLACED, THERE SHALL BE TEMPORARY PAINT, TAPE, OR REFLECTIVE MAKERS PLACED PER TOWN ENGINEER'S APPROVAL. CONTRACTOR TO WAIT A MINIMUM OF 5 DAYS AND A MAXIMUM OF 10 DAYS AFTER HMA IS PLACED BEFORE PERMANENT STRIPING IS PLACED.
12. BIKE LANE LEGENDS SHALL BE HELMETED CYCLIST WITH ARROW.
13. GREEN-BACKED DASHED BIKE LANES SHALL BE PLACED AT CONFLICT ZONES.
14. ALL MEDIAN NOSES SHALL BE PAINTED TO MATCH THE ROAD STRIPING LEADING TO THE NOSE.
15. TYPE Q MARKERS SHALL BE PLACED ONE FOOT (1') BACK FROM ALL MEDIAN NOSES.
16. MEDIAN NOSES SHALL BE SIGNED AT INTERSECTIONS AND AT THE START OF A MEDIAN CHAIN.
17. ALL TRAFFIC SIGNS (EXCLUDING TEMPORARY CONSTRUCTION SIGNS) SHALL HAVE 3M DIAMOND CUBED RETRO-REFLECTIVE OR EQUIVALENT BASE AND 3M 1160 PROTECTIVE OVERLAY FILM OR EQUIVALENT.

SUBMITTALS

1. CONTRACTOR SHALL SUBMIT A PROPOSED TRAFFIC CONTROL PLAN, NO LATER THAN TWO (2) WEEKS AFTER THE AWARD OF THE PROJECT, BY THE LOS GATOS TOWN COUNCIL, FOR REVIEW AND APPROVAL BY THE TOWN'S TRAFFIC ENGINEER. THE PLAN SHALL BE PREPARED UNDER THE DIRECTION OF A LICENSED TRAFFIC ENGINEER OR CIVIL ENGINEER, WHO MUST STAMP AND SIGN THE PLAN.

MEASUREMENT AND PAYMENT

1. THE CONTRACT LUMP SUM PRICE FOR "TRAFFIC CONTROL" (BID ITEM 1) SHALL INCLUDE FULL COMPENSATION FOR FURNISHING ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, AND INCIDENTALS AND FOR DOING ALL THE WORK INVOLVED INCLUDING PREPARING TYPICAL AND/OR DETAILED TRAFFIC CONTROL PLANS, PLACING, ADJUSTING AND REMOVING TEMPORARY TRAFFIC CONTROL MEASURES, SUCH AS, BUT NOT LIMITED TO, FLAGS, CONES, BARRICADES, CRASH BARRIERS, SIGNS, AND FLAGGERS (PERSONNEL DEDICATED TO CONTROLLING AND MANAGING TRAFFIC); FURNISHING, TRAFFIC CONTROL SIGNS AS REQUIRED BY THE CONTRACT DRAWINGS AND AS PART OF THE APPROVED TRAFFIC CONTROL PLAN; INCIDENTALS NECESSARY FOR WORKER, PEDESTRIAN AND TRAFFIC PROTECTION, INCLUDING FURNISHING ALL EQUIPMENT, MATERIALS, AND PERSONNEL ASSOCIATED THEREWITH; PROVIDING TRAFFIC CONTROL FOR PROJECT WORK AREAS AND DURATION OF THE PROJECT AS SPECIFIED HEREIN, AS SHOWN ON THE PLANS, AS SPECIFIED IN THESE SPECIFICATIONS, AND AS DIRECTED BY THE ENGINEER AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED THEREFOR.
2. THIS ITEM SHALL INCLUDE, BUT NOT LIMITED TO, TRAFFIC CONTROL FOR STORM DRAIN REPLACEMENT, POTHOLING, STORM BYPASS, AND PAVEMENT RESTORATION IN PROJECT WORK ZONES.

EROSION AND SEDIMENT CONTROL (BID ITEM 2)

GENERAL

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING AND MANAGING EROSION AND SEDIMENT CONTROL MEASURES THROUGHOUT THE DURATION OF THE PROJECT. THE EROSION AND SEDIMENT CONTROL PLAN (ESCP) SHALL CONFORM TO ALL APPLICABLE REQUIREMENTS IN SECTION 21-2, "EROSION CONTROL WORK," OF THE 2024 CALTRANS STANDARD SPECIFICATIONS AND THESE SPECIFICATIONS.

SUBMITTALS

1. THE CONTRACTOR SHALL SUBMIT AN EROSION AND SEDIMENT CONTROL PLAN (ESCP) TO THE ENGINEER FOR APPROVAL. THE ESCP SHALL ADDRESS ALL REQUIRED EROSION PREVENTION AND SEDIMENT CONTAINMENT PRACTICES ASSOCIATED WITH STORM DRAIN IMPROVEMENTS AND RELATED PROJECT ACTIVITIES. THE ESCP SHALL CONFORM TO SECTION 21 OF THE STANDARD SPECIFICATIONS, REQUIREMENTS OF THE TOWN OF LOS GATOS, AND THESE SPECIFICATIONS.
2. EROSION AND SEDIMENT CONTROL WORK TO BE INCLUDED IN THE ESCP SHALL INCLUDE, BUT NOT LIMITED TO:
   a. CLEANING OF VEHICLES BY REMOVING LOOSE SOIL FROM EQUIPMENT USING BRUSHES OR BROOMS BEFORE LEAVING THE SITE.
   b. STREET SWEEPING AS REQUIRED BY THE ENGINEER.
   c. INSTALLATION AND MAINTENANCE OF TEMPORARY INLET PROTECTION.
   d. USE OF A CONCRETE WASHOUT CONTAINMENT FACILITY.
   e. COVERING AND STABILIZATION OF STOCKPILES.
   f. DECONTAMINATION OF EQUIPMENT BEFORE LEAVING THE SITE.
   g. COVERING OF SOIL LOADS HAULED OFFSITE TO PREVENT SOIL TRACKING.
   h. INSTALLATION OF SILT FENCES AND MAINTENANCE THROUGHOUT THE PROJECT.
   i. INSTALLATION OF FIBER ROLLS FOR PERIMETER AND SLOPE PROTECTION.
   j. SITE DEWATERING AND PROPER DISCHARGE MANAGEMENT AS NEEDED.
3. NO WORK THAT MAY RESULT IN EROSION, SEDIMENT-LADEN RUNOFF, OR POLLUTANT DISCHARGE SHALL BE PERFORMED UNTIL THE ESCP IS APPROVED BY THE ENGINEER. APPROVAL BY THE ENGINEER DOES NOT WAIVE ANY CONTRACT REQUIREMENTS OR RELIEVE THE CONTRACTOR OF RESPONSIBILITY TO COMPLY WITH APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS.

MEASUREMENT AND PAYMENT

1. THE CONTRACT LUMP SUM PRICE PAID FOR "EROSION AND SEDIMENT CONTROL" (BID ITEM 2) SHALL INCLUDE FULL COMPENSATION FOR FURNISHING ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, MOBILIZATION, DEWATERING, AND INCIDENTALS NECESSARY TO PREPARE, SUBMIT, REVISE, AND IMPLEMENT THE APPROVED EROSION AND SEDIMENT CONTROL PLAN, AND FOR PERFORMING ALL ASSOCIATED INSPECTIONS AND BMP MAINTENANCE, AS SHOWN ON THE PLANS, AS SPECIFIED IN THE 2024 CALTRANS STANDARD SPECIFICATIONS AND THESE SPECIFICATIONS, AND AS DIRECTED BY THE ENGINEER.

UTILITY & AGENCY COORDINATION (BID ITEM 3)

GENERAL

1. THE CONTRACTOR SHALL WORK AROUND AND PROTECT ALL EXISTING IMPROVEMENTS TO REMAIN, INCLUDING BUT NOT LIMITED TO EXISTING UTILITIES, MONUMENTATION, BENCH MARKS, STORM DRAINAGE, SEWER, AND WATER FACILITIES, AND UTILITY VAULTS THAT ARE WITHIN OR ADJACENT TO THE CONSTRUCTION AREAS.
2. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (USA) PRIOR TO BEGINNING ANY WORK. NOTIFICATION SHALL BE IN FULL COMPLIANCE WITH USA. AT THE CONCLUSION OF THE PROJECT, THE CONTRACTOR MUST REMOVE ALL USA MARKINGS FROM ALL PAVED AND CONCRETE SURFACES THROUGHOUT THE JOB SITE WITHOUT DAMAGING SAID SURFACES. THE METHOD OF REMOVING THE USA MARKINGS IS AT THE CONTRACTOR'S DISCRETION.
3. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING AND FIELD VERIFYING THE LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO ALL CONSTRUCTION ACTIVITIES AND PROTECTING ALL FACILITIES DURING CONSTRUCTION. THE CONTRACTOR SHALL PROTECT EXISTING ELECTROLIERS WHEN PLACING CONSTRUCTION SIGNS. THE CONTRACTOR SHALL IMMEDIATELY REPAIR OR REMOVE AND REPLACE ANY ITEM DAMAGED OR INJURED BY HIS OPERATIONS AT HIS SOLE EXPENSE AND TO THE SATISFACTION OF THE ENGINEER. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE APPROPRIATE OWNER OF THE IMPROVEMENT OR FACILITY AND THE ENGINEER OF ANY DAMAGE AS A RESULT OF HIS OPERATIONS TO EXISTING IMPROVEMENTS OR FACILITIES. IF THE IMPROVEMENT BELONGS TO A PRIVATE RESIDENCE AND THE PROPERTY OWNER OR OCCUPANT IS NOT AT HOME, SUCH NOTIFICATION SHALL BE ATTACHED TO THE FRONT DOOR OF THE PROPERTY. ALL UNDERGROUND FACILITIES THAT ARE DAMAGED BY THE CONTRACTOR DURING CONSTRUCTION SHALL BE RESTORED BY THE CONTRACTOR WITHIN TWO (2) HOURS AFTER THE DAMAGE IS DONE.

MEASUREMENT AND PAYMENT

1. THE CONTRACT LUMP SUM PRICE FOR "UTILITY & AGENCY COORDINATION" (BID ITEM 3) SHALL INCLUDE FULL COMPENSATION FOR FURNISHING ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, AND INCIDENTALS AND FOR DOING ALL THE WORK INVOLVED IN COORDINATION WITH UTILITY COMPANIES FOR ANY POTENTIAL UTILITY CONFLICTS AND MOBILIZATION, AS SHOWN ON THE PLANS, AS SPECIFIED IN THE 2024 CALTRANS SPECIFICATIONS AND THESE SPECIFICATIONS, AND AS DIRECTED BY THE ENGINEER.

POTHOLING (BID ITEM 4)

GENERAL

1. THIS ITEM IS TO PROVIDE AN ALLOWANCE FOR ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY FOR POTHOLING UNFORESEEN UTILITY COMPANY PIPES OR DUCTS NOT CONFIRMED, SHOWN, AND/OR IDENTIFIED ON THE PLANS.
2. THE CONTRACTOR SHALL POTHOLE AS NECESSARY TO VERIFY THE UTILITIES THAT MAY BE IN CONFLICT WITH PROPOSED IMPROVEMENTS.

MEASUREMENT AND PAYMENT

1. THE CONTRACT UNIT PRICE PAID FOR "POTHOLING" (BID ITEM 4) SHALL INCLUDE FULL COMPENSATION FOR FURNISHING ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, AND INCIDENTALS AND FOR DOING ALL THE WORK INVOLVED IN POTHOLING COMPLETE IN PLACE, INCLUDING, BUT NOT LIMITED TO, MOBILIZATION, DEMOLITION, REMOVAL, EXCAVATION, BACKFILL, OFF HAUL, AND SURFACE RESTORATION, AS SHOWN ON THE PLANS, AS SPECIFIED IN THE 2024 CALTRANS STANDARD SPECIFICATIONS AND THESE SPECIFICATIONS, AND AS DIRECTED BY THE ENGINEER.
2. PAYMENT FOR TRAFFIC CONTROL PLANS REQUIRED FOR WORK UNDER "POTHOLING" ARE INCLUDED IN "TRAFFIC CONTROL" (BID ITEM 1).

36" CORRUGATED HDPE DUAL-WALL (TYPE S) (BID ITEM 5)

GENERAL

1. THE CONTRACTOR SHALL FURNISH AND INSTALL BY OPEN CUT EXCAVATION ALL STORM DRAIN PIPE AS SHOWN ON THE DRAWINGS AND DESCRIBED IN THESE SPECIFICATIONS AND AS REQUIRED TO COMPLETELY INTERCONNECT ALL UTILITY STRUCTURES WITH PIPING. HIGH DENSITY POLYETHYLENE PIPE SHALL CONFORM TO THE PROVISIONS IN SECTION 64, "PLASTIC PIPE', OF THE STANDARD SPECIFICATIONS AND THESE TECHNICAL PROVISIONS. HIGH DENSITY POLYETHYLENE PIPE (HDPE) SHALL BE FURNISHED AND INSTALLED AT THE LOCATIONS SHOWN ON THE PLANS, AS SPECIFIED IN THESE TECHNICAL PROVISIONS, AND AS DIRECTED BY THE ENGINEER.
2. ATTENTION SHALL BE GIVEN TO THE AMBIENT TEMPERATURE AND RESULTING CONTRACTION OR EXPANSION OF HDPE PIPE DURING INSTALLATION. THE CONTRACTOR IS RESPONSIBLE FOR MAKING NECESSARY ADJUSTMENTS TO LENGTH OF PIPE DUE TO THE EFFECTS OF TEMPERATURE.

SUBMITTALS

1. CONTRACTOR SHALL SUBMIT MANUFACTURER'S PRODUCT DATA FOR PIPE, FITTINGS, AND PIPE CONNECTION MATERIALS FOR REVIEW AND APPROVAL PRIOR TO ORDERING.

MATERIALS

1. PIPE MATERIAL SHALL BE AS NOTED ON THE PLANS.
2. HDPE TYPE S - CORRUGATED EXTERIOR AND SMOOTH INTERIOR
   a. PIPES 12-INCH DIAMETER AND LARGER PER AASHTO M294-97 AND ASTM D3212
   b. WATER-TIGHT JOINTS PER ASTM D3212
3. FITTINGS SHALL BE THE SAME MATERIAL AS PIPE MOLDED OR FORMTED TO SUIT PIPE SIZES AND END DESIGN.
4. BACKFILL
   STRUCTURE BACKFILL SHALL COMPLY WITH THE PROVISIONS IN SECTION 19-3.02C, "STRUCTURE EXCAVATION AND BACKFILL", OF THE STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL BACKFILL OPEN TRENCH (ROADWAY) IN CONFORMANCE WITH THE TOWN OF LOS GATOS STANDARD PLANS NO. SD-305 "TRENCH DETAIL" AND SD-306 "TRENCH DETAIL NOTES.' BACKFILL IN LANDSCAPING AREAS, AS SHOWN ON THE PROJECT PLANS, SHALL COMPLY WITH THE TOWN OF LOS GATOS STANDARD PLANS NO. SD-305 AND SD-306, WITH THE EXCEPTION OF NATIVE SOIL USED IN PLACE OF AGGREGATE BASE ABOVE THE 'BEDDING MATERIAL."
5. MORTAR
   a. CEMENT MORTAR FOR THE SEALING OF OPENINGS FOR PIPE PENETRATIONS, SHALL CONFORM WITH THE CALIFORNIA BUILDING CODE, CHAPTER 21, STYPE S (WITHOUT LIME), WITH A MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS OF 1,800 PSI.
   b. MORATR SHALL COMPLY WITH APPLICABLE REQUIREMENTS OF ASTM C270, INCLUDING MEASUREMENT, MIXING, PROPORTIONING, AND WATER RETENTION. TEN PERCENT BY VOLUME OF THE CEMENT CONTENT OF THE MORATR SHALL BE FLY ASH OR POZZOLANIC MATERIAL CONFIRMING WITH ASTM C618.
   c. USE MORTAR WITHIN 90 MINUTES AFTER MIXING. DISCARD MORTAR WHICH HAS BEEN MIXED LONGER OR WHICH HAS BEGUN TO SET. RETEMPERING OF MORTAR WILL NOT BE PERMITTED.
6. HYDROPHILIC VULCANIZED EXPANSIVE RUBBER SEALANT
   a. GENERAL
      INSTALL DE NEEF SWELLSEAL 8 OR APPROVED EQUIVALENT AROUND THE ANNULAR SPACE WHERE THE NEW 36" CORRUGATED HDPE DUAL-WALL PIPE CONNECTS TO THE EXISTING CONCRETE MANHOLE STRUCTURE. PRODUCT SHALL BE FULLY CONFINED AND SERVE AS A WATERTIGHT SWELLING BARRIER PRIOR TO MORTAR PLACEMENT.
   b. MATERIAL
      DE NEEF SWELLSEAL 8 (HYDROPHILIC VULCANIZED RUBBER STRIP)
      MINIMUM EXPANSION: 500%
      MINIMUM CONCRETE/MORTAR COVER: 6"
      SHAPE: TYPE F (FLAT) OR TYPE R (ROUND), AS APPROPRIATE
   c. INSTALLATION
      1. CLEAN ALL CONTACT SURFACES (HDPE AND CONCRETE). SURFACE MAY BE DAMP OR DRY.
      2. APPLY SWELLSEAL 8 USING NAILS AND/OR SWELLSEAL WA ADHESIVE AS NEEDED FOR SURFACE CONDITION.
      3. BUTT ENDS ONLY - NO OVERLAPS. SECURE FULL PERIMETER OF PIPE.
      4. PROTECT FROM WATER EXPOSURE PRIOR TO PLACEMENT OF MORTAR.
      5. ALLOW ADHESIVE TO CURE PER MANUFACTURER INSTRUCTIONS (TYPICALLY 24-36 HOURS).
      6. AFTER CURING, PLACE MORTAR WITH MINIMUM 6" COVER TO FULLY CONFINE THE STRIP.
   d. APPROVED EQUIVALENTS
      ALTERNATIVE PRODUCTS MUST MEET OR EXCEED PERFORMANCE OF SWELLSEAL 8, INCLUDING EXPANSION RATE, CHEMICAL RESISTANCE, AND CONFINEMENT REQUIREMENTS. SUBMITTALS SHALL INCLUDED MANUFACTURER DATA SHEETS FOR REVIEW.

PROTECTION OF EXISTING FACILITIES

1. THE CONTRACTOR SHALL LOCATE EXISTING UTILITIES BEFORE ANY EXCAVATION TO ENSURE THAT THE PROPOSED STORM DRAIN LAYOUT CAN BE CONSTRUCTED. MINOR ADJUSTMENTS OF MAINTENANCE HOLE LOCATIONS ARE ALLOWED BUT NEED TO BE BROUGHT TO THE TOWN'S ATTENTION IN FORM OF A RED-LINED PLAN SHEET. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACTUAL HORIZONTAL AND VERTICAL LOCATION OF THE EXISTING UTILITIES WITHIN THE PROPOSED ALIGNMENT OF THE PROPOSED STORM DRAIN PIPE.

QUALITY ASSURANCE

1. EXERCISE SPECIAL CARE DURING THE UNLOADING, HANDLING, AND STORAGE OF ALL HDPE PIPE TO ENSURE THAT THE PIPE IS NOT CUT, GOUGED, SCORED, OR OTHERWISE DAMAGED. ANY PIPE SEGMENT, WHICH HAS CUTS IN THE PIPE WALL EXCEEDING 10 PERCENT OF THE WALL THICKNESS, SHALL BE CUT OUT AND REMOVED FROM THE SITE AT THE CONTRACTOR'S EXPENSE.
2. THE PIPE SHALL BE STORED SO THAT IT IS NOT DEFORMED AXIALLY OR CIRCUMFERENTIALLY, WHICH MAY HINDER PIPE INSTALLATION. AFTER THE UNLOADING OF ANY PIPE MATERIAL, ORDERED TO THE PROJECT SITE, AND BEFORE INSTALLATION OF THE PIPE, INSPECT ALL PIPE TO VERIFY ITS CONDITION PRIOR TO INSTALLATION WITH THE ENGINEER AND/OR THE PROJECT INSPECTOR. A PIPE CONDITION INSPECTION REPORT SHALL BE FILED WITH AND APPROVED BY THE ENGINEER PRIOR TO INSTALLATION.
3. ALL HDPE PIPE, WITHOUT AN ULTRAVIOLET INHIBITOR, SHALL NOT BE STORED UNPROTECTED AGAINST THE OUTSIDE ELEMENTS.

EXECUTION

1. THE CONTRACTOR SHALL BEGIN HIS WORK AT THE POINT OF DOWNSTREAM CONNECTION TO THE EXISTING STORM DRAIN, AND LAY PIPE UPGRADE. STORM DRAINS SHALL BE CONSTRUCTED AS SHOWN ON THE PLANS AND SHALL CONFORM TO THE DETAILS SHOWN IN THE CONTRACT PLANS EXCEPT AS MODIFIED BY THESE SPECIFICATIONS, OR AS DIRECTED BY THE ENGINEER.
2. CONTRACTOR SHALL KEEP SUFFICIENT STEEL PLATES ON SITE TO COVER ALL ACTIVE EXCAVATIONS IN CASE STREET AND WORK AREA NEEDS TO BE FULLY OPENED DURING AN EMERGENCY.
3. EXCAVATION
   TRENCH EXCAVATION AND BACKFILL SHALL CONFORM TO TOWN OF LOS GATOS STANDARD DETAILS, SECTION 19, 'EARTHWORK,' OF THE CALTRANS STANDARD SPECIFICATIONS, THESE SPECIFICATIONS, AS SHOWN ON THE PLANS AND AS DIRECTED BY THE ENGINEER.

   THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE PROBABILITY OF ENCOUNTERING GROUND WATER DURING TRENCHING EXCAVATION. THIS WILL INCLUDE ALL WATER ENTERING THE EXISTING STORM

COLD PLANE - 2" (CONT.)

CONSTRUCTION

1. LIMITS OF COLD PLANING WILL BE MARKED IN THE FIELD BY THE ENGINEER PRIOR TO CONSTRUCTION. THE DEPTHS AND DIMENSIONS OF THE COLD PLANING ARE DESIGNATED ON THE PLANS.
2. COLD PLANING MAY REQUIRE REMOVAL OF EXISTING ASPHALT CONCRETE ABOVE GUTTER LIPS, IN ADDITION TO THE REQUIRED DEPTH BELOW THE GUTTER LIP, DUE TO PRIOR OVERLAYS.
3. PAVEMENT TO BE COLD PLANED MAY CONTAIN PAVEMENT FABRIC.
4. COLD PLANING OPERATION WILL NOT COMMENCE UNTIL A SWEEPER IS ON SITE.

LOWERING UTILITY COVERS

1. PRIOR TO COLD PLANING ON STREETS TO HAVE A UNIFORM DEPTH OF THE EXISTING SURFACE REMOVED, ALL UTILITY COVERS SHALL BE LOWERED SUCH THAT THE CUTTING TEETH OF THE PLANING MACHINE PASS OVER THE ADJUSTED LID WITHOUT CAUSING DAMAGE TO THE LID OR FRAME. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ANY TEMPORARY ASPHALT FILL MATERIAL OVER THESE FACILITIES UNTIL THE FINAL PAVING SURFACE IS INSTALLED. THE CONTRACTOR SHALL CLEARLY MARK OR REFERENCE LOWERED SANITARY SEWER AND WATER VALVES IN CASE EMERGENCY ACCESS IS REQUIRED BY THE AGENCY RESPONSIBLE FOR OPERATION OF THE SEWER AND WATER SYSTEM.

PAVEMENT REMOVAL

1. ALL PAVEMENT AREAS CALLED OUT FOR REMOVAL AND REPLACEMENT SHALL BE COLD PLANED TO THE DIMENSIONS INDICATED ON THE PLANS, OR AS DIRECTED BY THE ENGINEER. PAVEMENT AGAINST CURB FACES SHALL BE REMOVED TO THE FULL DEPTH DESIGNATED FOR THAT PARTICULAR SECTION OF ROADWAY. IF PAVEMENT AGAINST CURB FACES CANNOT BE REMOVED BY THE PLANING MACHINE, THE CONTRACTOR SHALL USE OTHER MEANS TO REMOVE THIS MATERIAL.

SCHEDULE

1. THE CONTRACTOR SHALL SCHEDULE THE WORK SUCH THAT THE LEVELING COURSE, BASE COURSE, AND INTERMEDIATE COURSE PAVING IS COMPLETED THE SAME DAY AS THE COLD PLANING. MILLED PAVEMENT SURFACE SHALL NOT BE OPENED TO TRAFFIC AND ALL TRAFFIC LANES SHALL BE OPEN FOR TRAFFIC OUTSIDE THE APPROVED WORKING HOURS, UNLESS AUTHORIZED OTHERWISE IN WRITING BY THE ENGINEER.
2. FAILURE TO COMPLY WITH THESE PROVISIONS SHALL SUBJECT THE CONTRACTOR TO $1,500 PER STREET PER CALENDAR DAY IN LIQUIDATED DAMAGES. MULTIPLE OCCURRENCES OF LIQUIDATED DAMAGES PER CALENDAR DAY ARE NOT RESTRICTED.

TEMPORARY STRIPING

1. STREETS TO BE MILLED SHALL BE TEMPORARILY STRIPED AFTER COMPLETION OF COLD PLANING PRIOR TO PAVEMENT RESURFACING WORK. TEMPORARY STRIPING SHALL CONSIST OF TEMPORARY TAB MARKERS AND REFLECTIVE TRAFFIC STRIPING TAPE BY 3M (OR EQUAL) AND SHALL BE CONTINUOUSLY MAINTAINED BY THE CONTRACTOR UNTIL RESURFACING WORK IS PERFORMED. TEMPORARY STRIPING WILL BE PLACED TO DELINEATE LANE LINES, CENTER LINES, CROSSWALKS, AND OTHER TRAFFIC STRIPING LEGENDS.

TOLERANCES

1. THE PAVEMENT SURFACE AFTER COLD PLANING SHALL BE UNIFORMLY ROUGH. THE GRADE SHALL NOT DEVIATE FROM A SUITABLE STRAIGHT EDGE MORE THAN 1/4 INCH AT ANY POINT. WHEN MULTIPLE PASSES ARE REQUIRED TO CREATE THE COLD PLANED SURFACE, THE MAXIMUM VARIATION FROM A STRINGLINE OR STRAIGHT EDGE SHALL BE 1/4 INCH HIGH TO 1/2 INCH LOW. HIGH POINTS OUT OF TOLERANCE SHALL BE REPLANED TO FALL WITHIN TOLERANCE. LOW AREAS SHALL BE FILLED WITH ASPHALT CONCRETE AS SPECIFIED HEREIN TO MEET TOLERANCES. THE COST OF SUCH CORRECTION OF LOW AREAS SHALL BE ENTIRELY HEREIN TO MEET TOLERANCES. THE COST OF SUCH CORRECTION OF LOW AREAS SHALL BE ENTIRELY BORNE BY THE CONTRACTOR.

REMOVAL AND DISPOSAL OF MATERIAL

1. DURING THE COLD PLANING OPERATION, THE CONTRACTOR SHALL SWEEP THE ROADWAY WITH MECHANICAL EQUIPMENT AND REMOVE ALL LOOSENED MATERIAL FROM THE PROJECT SITE UNTIL COMPLETION OF THE REMOVAL WORK.
2. ALL MATERIAL REMOVED SHALL BE CONSIDERED THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED AND DISPOSED OF AT THE CONTRACTOR'S SOLE EXPENSE.
3. IN ADDITION TO REMOVING THE COLD PLANED ASPHALT CONCRETE, THE CONTRACTOR SHALL REMOVE ANY ASPHALT CONCRETE WHICH IS ADHERED TO THE TOP OF THE ADJACENT GUTTER, CROSS GUTTER, OR APRON.

TEMPORARY TRANSITIONS

1. THE CONTRACTOR SHALL CONSTRUCT TEMPORARY PAVEMENT TRANSITIONS PRIOR TO ALLOWING TRAFFIC ONTO COLD PLANED PAVEMENT AREAS. SUCH TRANSITIONS SHALL HAVE A MAXIMUM SLOPE OF 20:1 AND BE CONSTRUCTED ON KRAFT PAPER OR OTHER SUITABLE BOND BREAKER SUCH THAT UPON REMOVAL OF THE TRANSITION A CLEAN NOTCH REMAINS. TEMPORARY TRANSITIONS ARE REQUIRED ALONG ALL PLANED EDGES AT EXISTING OR NEW HANDICAP ACCESS RAMPS. TEMPORARY TRANSITIONS SHALL ALSO BE PROVIDED ALONG ALL PLANED EDGES WITH A DROP OFF GREATER THAN 2 INCHES IN DEPTH AT ALL PAVING CONFORMS, CROSS GUTTERS, AND COMMERCIAL AND RESIDENTIAL DRIVEWAYS.

CORRECTION OF TEAR OUT AREAS

1. IF TEAR-OUT TO THE REMAINING, UNDERLYING LAYERS OCCURS DURING THE COLD PLANING OPERATION, THE CONTRACTOR SHALL ADJUST HIS OPERATION TO MINIMIZE TEAR-OUT. CORRECTIONS SHALL INCLUDE CHANGING OPERATION SPEED AND REPLACING CUTTING TEETH. CHANGES IN COLD PLANING DEPTH SHALL ONLY BE MADE WITH APPROVAL OF THE ENGINEER.
2. AREAS TORN OUT BY LACK OF DILIGENCE ON THE CONTRACTOR'S PART SHALL BE CORRECTED BY PLACEMENT OF ASPHALT CONCRETE CONFORMING TO THE REQUIREMENTS OF THESE TECHNICAL PROVISIONS. AREAS TORN OUT DUE TO PRE-EXISTING ADHESION PROBLEMS IN THE EXISTING ASPHALT CONCRETE SHALL BE CORRECTED AT THE TOWN'S EXPENSE AS DIRECTED BY THE ENGINEER.

MEASUREMENT AND PAYMENT

1. THE CONTRACT PRICE PAID PER SQUARE FOOT (SF) FOR "COLD PLANE – 2"" (BID ITEM 6) SHALL INCLUDE FULL COMPENSATION FOR FURNISHING ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, AND INCIDENTALS, AND FOR DOING ALL THE WORK INVOLVED IN COLD PLANING, COMPLETE IN PLACE, INCLUDING MOBILIZATION, COLD PLANING, REMOVAL, OFF HAUL, AND DISPOSAL OF EXISTING ASPHALT CONCRETE ABOVE THE LIP OF GUTTER TO THE DEPTHS REQUIRED, RESTORING ALL EXISTING STRIPING AND PAVEMENT MARKINGS AFFECTED BY STORM DRAIN REPLACEMENT, AS SHOWN ON THE PLANS, AS SPECIFIED IN THE 2024 CALTRANS STANDARD SPECIFICATIONS AND THESE SPECIFICATIONS, AND AS DIRECTED BY THE ENGINEER.

HMA (TYPE A) PG-64-10 (BID ITEM 8)

GENERAL

1. THIS WORK INCLUDES PRODUCING AND PLACING HOT MIX ASPHALT (HMA) SURFACE COURSE USING MODIFIED STANDARD PROCESS AND PLACING MINOR HOT MIX ASPHALT USING THE METHOD PROCESS AS INDICATED HEREIN.
2. COMPLY WITH SECTION 39, "HOT MIX ASPHALT," OF THE STATE STANDARD SPECIFICATIONS (NON-REVISED EDITION) EXCEPT AS MODIFIED IN THESE SPECIAL PROVISIONS.
3. HMA ASSOCIATED WITH SURFACE RESTORATION OF TRENCHING AND EXCAVATIONS FOR STORM DRAIN MAIN IS NOT INCLUDED IN THIS BID ITEM. SAID RESTORATION SHALL BE CONSIDERED INCIDENTAL TO THE PIPELINES, STRUCTURES, AND OTHER FACILITIES UNLESS SPECIFICALLY STATED OTHERWISE IN THE BID SCHEDULE.

SUBMITTALS

1. SUBMIT JMF INFORMATION ON FORM CEM-3511 AND FORM CEM-3512. SUBMIT FORM CEM-3513 OR CEM-3514 FOR MIXES THAT HAVE BEEN VERIFIED WITHIN LAST 12 MONTHS. PROVIDE MOST RECENT CEM-3513 IF MIX HAS NOT BEEN VERIFIED WITHIN THE LAST 12 MONTHS. FOR UNVERIFIED MIXES OR OUT-OF-DATE MIX TESTS, FINAL ACCEPTANCE WILL BE BASED ON PRODUCTION STARTUP TESTS AND CONTRACTOR WILL BE PAVING AT THEIR OWN RISK.
2. SUBMIT QUALITY CONTROL PLAN THAT CONFORMS TO THE CURRENT CALTRANS QUALITY CONTROL PLAN REVIEW CHECKLIST FOR HOT MIX ASPHALT. ALLOW 20 CALENDAR DAYS FOR REVIEW.

MATERIALS

1. ASPHALT BINDER
   THE GRADE OF ASPHALT BINDER MIXED WITH AGGREGATE FOR HMA TYPE A MUST BE PG 64-16.
2. AGGREGATE
   GENERALLY, THE HOT MIX ASPHALT TO BE USED WILL BE AS FOLLOWS UNLESS MODIFIED BY THE ENGINEER:
   a. BASE COURSES: ¾" TYPE A, HOT MIX ASPHALT
   b. INTERMEDIATE COURSE: ½" TYPE A, HOT MIX ASPHALT
   c. SURFACE COURSES: ½" TYPE A, HOT MIX ASPHALT
3. MIX VOIDS SHALL BE TARGETED AT 3.5%.
4. THE ALLOWABLE PRODUCTION RANGE FOR MIX VOIDS SHALL BE 2.0% TO 5.0%.
5. THE MIX SHALL INCLUDE 0.5% OF LIQUID ANTI-STRIP. NO WARM MIX ADDITIVE SHALL BE ALLOWED.

CONSTRUCTION

1. SURFACE PREPARATION
   THE WORK SHALL CONSIST OF PREPARING THE EXISTING STREET SURFACES PRIOR TO THE COMMENCEMENT OF PAVING. SUCH WORK SHALL INCLUDE REMOVING RAISED PAVEMENT MARKERS REMOVING THERMOPLASTIC TRAFFIC MARKINGS AND LEGENDS, CONTROLLING NUISANCE WATER, SWEEPING, WATERING, AND REMOVING LOOSE AND BROKEN PAVEMENT AND FOREIGN MATERIAL AS SPECIFIED IN THE STATE STANDARD SPECIFICATIONS AND THESE SPECIFICATIONS, AND AS DIRECTED BY THE ENGINEER.

   ALL VERTICAL EDGES TO BE PAVED SHALL BE TACK COATED. THESE INCLUDE, BUT ARE NOT LIMITED TO, CURB FACES, GUTTER LIPS, SWALE EDGES, CROSS GUTTER EDGES, AND PAVEMENT EDGES.

   TACK COAT SHALL BE UTILIZED AND SHALL BE EITHER EMULSIFIED ASPHALT GRADE RS-1, RS-1H, SS-1, OR SS-1H CONFORMING TO SECTION 94, "ASPHALTIC EMULSIONS," OR PAVING GRADE ASPHALT CONFORMING TO SECTION 92, "ASPHALTS BINDER."

   ALL COLD JOINTS, BOTH LONGITUDINAL AND TRANSVERSE, SHALL BE HEATED WITH A TORCH IMMEDIATELY PRIOR TO PAVING. COLD JOINTS INCLUDE PREVIOUS PASSES PLACED MORE THAN THREE HOURS PRIOR. ALL COLD JOINTS SHALL BE TACK COATED. ROLLING SHALL BE PERFORMED AS INDICATED IN THE REFERENCED CALTRANS SPECIFICATIONS. THE ROLLER WATER SHALL CONTAIN A SOAP TYPE COMPOUND TO PREVENT STICKING OF THE HMA MATERIAL TO THE ROLLERS.
2. LEVELING, TRANSITIONS, AND HOT MIX ASPHALT FILLS
   A LEVELING COURSE OF VARIABLE THICKNESS SHALL BE PLACED AND COMPACTED PRIOR TO PLACING THE SURFACE COURSE AT LOCATIONS WHERE DIRECTED BY THE ENGINEER. THE LEVELING COURSE WILL BE USED TO CORRECT PAVEMENT IRREGULARITIES SUCH AS RUTTING, VARIABLE CROSS SLOPE, OR VARIABLE LONGITUDINAL SLOPE. WHERE TWO OVERLAYS OF DIFFERENT THICKNESS ABUT AT A LONGITUDINAL JOINT, THE CONTRACTOR SHALL ADD TO THE THINNER SECTION TO MATCH THE THICKER LIFT AND PROVIDE A SMOOTH TRANSITION AND UNIFORM CROSS-FALL. COLD PLANING RIDGES OR OTHER RISES IN THE PAVEMENT SURFACE MAY BE REQUIRED BY THE ENGINEER. THE ENGINEER WILL DETERMINE THE EXACT LIMITS AND THICKNESS OF THE LEVELING COURSES, HOT MIX ASPHALT FILLS, AND TRANSITIONS.

   THE CONTRACTOR SHALL CONSTRUCT TEMPORARY PAVEMENT TRANSITIONS AT ALL TRANSVERSE PAVING JOINTS GREATER THAN 1 INCH PRIOR TO ALLOWING TRAFFIC ONTO THE PAVED SURFACE. TEMPORARY PAVEMENT TRANSITIONS SHALL HAVE A MAXIMUM SLOPE OF 20:1 OR AS APPROVED BY THE ENGINEER AND BE CONSTRUCTED ON KRAFT PAPER OR OTHER SUITABLE BOND BREAKER SUCH THAT UPON REMOVAL OF THE TEMPORARY PAVEMENT TRANSITION, A CLEAN NOTCH REMAINS. THE TEMPORARY TRANSITIONS MAY BE CONSTRUCTED OF EITHER COLD MIX OR HOT MIX. TEMPORARY TRANSITION SHALL BE REQUIRED AT DRIVEWAYS WHERE DROP OFF IS MORE THAN 1 INCH.

   THE CONTRACTOR SHALL CONTINUOUSLY MAINTAIN THE TEMPORARY PAVEMENT UNTIL FINAL PAVING. EACH TEMPORARY TRANSITION SHALL BE INSPECTED BY THE CONTRACTOR AND REPAIRED AS NECESSARY TO COMPLY WITH THESE PROVISIONS AT THE END OF EACH DAY INCLUDING WEEKENDS AND HOLIDAYS.

   FAILURE TO COMPLY WITH THESE PROVISIONS WILL RESULT IN A LIQUIDATED DAMAGE OF $250 PER DAY PER TRANSITION AND/OR THE COST OF TOWN CREWS MAKING THE REPAIRS IF NECESSARY TO CORRECT FOR PUBLIC SAFETY.
3. LAYOUT
   THE CONTRACTOR SHALL LAYOUT AND MARK THE LOCATION OF THE EDGES OF THE PAVING PASSES OF THE SURFACE COURSE TO MATCH THE NEW LAYOUT OF THE LANE LINES. THE LAYOUT SHALL BE MADE AT LEAST 24 HOURS PRIOR TO PAVING. THE LAYOUT SHALL BE APPROVED BY THE ENGINEER PRIOR TO PAVING.

   IF THE STRIPING IS TO REMAIN UNCHANGED, THE EDGES OF THE PAVING PASSES SHALL CONFORM TO EXISTING LANE EDGES.

   IN ALL CASES WHERE PRACTICAL, EACH LANE SHALL BE PAVED IN A SINGLE PASS. IN TAPERED TRANSITION AREAS, THE SHOULDER AREAS SHALL BE PAVED FIRST, THEN THE THROUGH LANE SHALL BE PAVED IMMEDIATELY AFTER THE SHOULDER PAVING.

   FOR PAVING WHICH INCORPORATES NEW QUARTERPOINTS OR GRADEBREAKS DUE TO KEYCUTS OR OTHER CONDITIONS, THE CONTRACTOR SHALL PROVIDE EQUIPMENT CAPABLE OF ADJUSTING TO THE NEW SURFACE PROFILE AT THE APPROPRIATE LOCATIONS. THE PROFILE ADJUSTMENTS SHALL BE WITHIN TWELVE INCHES OF THE ACTUAL GRADEBREAK OR QUARTERPOINT.

   THE CONTRACTOR SHALL TAKE SUFFICIENT MEASUREMENTS DURING LAYDOWN TO ENSURE THAT THE FULL DESIGN HOT MIX ASPHALT LAYER DEPTH IS PROVIDED AT EACH QUARTERPOINT, GRADEBREAK, OR TRANSITION. FAILURE TO PROVIDE THE DESIGN DEPTH AT THESE AREAS WILL RESULT IN REJECTION OF THE WORK. CORRECTION OF THIS REJECTED WORK WILL INCLUDE MILLING OUT THE NEW HOT MIX ASPHALT FROM THE ROAD EDGE TO THE CENTERLINE OR NEAREST INSIDE LANE LINE AND REPAVING. THE MINIMUM LENGTH OF THE MILLED AND CORRECTED AREA SHALL BE FIFTY FEET.
4. TOLERANCES
   THE FINISHED HOT MIX ASPHALT SURFACE SHALL BE FLUSH WITH, TO 1/4 INCH (0.20 FEET OR 6 MM) ABOVE, THE GUTTER LIPS. THE FINISHED PAVEMENT SURFACE SHALL NOT BE LOWER THAN THE GUTTER LIPS.

   THE AVERAGE PAVEMENT THICKNESS SHALL BE EQUAL TO THE SPECIFIED THICKNESS FOR THE PROJECT.

   FOR TOTAL PAVEMENT THICKNESSES OF LESS THAN FOUR INCHES, THE MINIMUM ALLOWABLE THICKNESS WILL BE 1/4 INCH LESS THAN THAT SPECIFIED.
5. COMPACTING
   THE NUMBER OF ROLLERS REQUIRED FOR EACH PAVING OPERATION SHALL BE SUCH THAT ALL ROLLING FOR DENSITY CAN BE COMPLETED BEFORE THE TEMPERATURE OF THE HOT MIX ASPHALT MIXTURE DROPS BELOW 240 DEGREES FAHRENHEIT.

   BREAKDOWN ROLLING SHALL COMMENCE WHEN THE HOT MIX ASPHALT IS PLACED. ROLLING SHALL BE ACCOMPLISHED WITH THE DRIVE WHEEL FORWARD AND WITH THE ADVANCE AND RETURN PASSES IN THE SAME LINE.

   THE CONTRACTOR SHALL HAVE HAND-COMPACTION EQUIPMENT IMMEDIATELY AVAILABLE FOR COMPACTING ALL AREAS INACCESSIBLE TO ROLLERS. HAND-COMPACTION SHALL BE PERFORMED CONCURRENTLY WITH BREAKDOWN ROLLING. IF FOR ANY REASON HAND-COMPACTION FALLS BEHIND BREAKDOWN ROLLING, FURTHER PLACEMENT OF HOT MIX ASPHALT SHALL BE SUSPENDED UNTIL HAND-COMPACTION IS CAUGHT UP. HAND-COMPACTION INCLUDES VIBRAPLATES AND HAND TAMPERS. HAND TORCHES SHALL BE AVAILABLE FOR REWORK OF AREAS WHICH HAVE COOLED. AFTER COMPACTION, THE SURFACE TEXTURE OF ALL HAND WORK AREAS SHALL MATCH THE SURFACE TEXTURE OF THE MACHINE PLACED MAT. ANY COARSE OR SEGREGATED AREAS SHALL BE CORRECTED IMMEDIATELY UPON DISCOVERY. FAILURE TO IMMEDIATELY ADDRESS THESE AREAS SHALL CAUSE SUSPENSION OF HOT MIX ASPHALT PLACEMENT UNTIL THE AREAS ARE SATISFACTORILY ADDRESSED, UNLESS OTHERWISE ALLOWED BY THE ENGINEER.
6. CONTRACTOR QUALITY CONTROL
   JOB MIX FORMULA (JMF) FOR ALL HOT MIX ASPHALT (HMA) TO BE USED (EXCEPT FOR MISCELLANEOUS AREAS AND DIKES) SHALL BE SUBMITTED TO THE TOWN ENGINEER FOR APPROVAL. THE JMF TESTING DATA DOCUMENTS DEVELOPED BY THE MIX DESIGN LABORATORY SHALL BE SUBMITTED ON CALTRANS FORM CEM-3511 AND CEM-3512 AND DATED WITHIN 12 MONTHS OF PLANNED PAVEMENT WORK. CONTRACTOR SHALL SAMPLE AND TEST THE HOT MIX ASPHALT IN ACCORDANCE WITH CALTRANS CONSTRUCTION MANUAL, CHAPTER 4 "CONSTRUCTION DETAILS" 4-39030(5) "SAMPLING AND TESTING HOT MIX ASPHALT." CONTRACTOR SHALL OBTAIN SPLIT SAMPLES OF HMA FROM THE MAT BEHIND THE PAVER OR OTHER LOCATION APPROVED BY THE INSPECTOR.

   HOT MIX ASPHALT WHICH HAS BEEN IMPROPERLY PREPARED, DOES NOT MATCH THE APPROVED MIX DESIGN AS REQUIRED BY THE SPECIFICATIONS, OR HAS FAILED FOR ANY OTHER REASON PRIOR TO FINAL ACCEPTANCE SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S SOLE EXPENSE TO THE SATISFACTION OF THE TOWN ENGINEER. HOT MIX ASPHALT DEPOSITED ON OTHER THAN ASPHALT CONCRETE SURFACES SHALL BE CLEANED TO THE SATISFACTION OF THE TOWN.

   THE ENGINEER MAY TEST FOR CONFORMANCE WITH AGGREGATE QUALITY CHARACTERISTICS AT THE BEGINNING OF THE PROJECT.

HMA (TYPE A) PG-64-10 (CONT.)

THE ENGINEER MAY SAMPLE THE HOT MIX ASPHALT FROM TRUCK BEDS AT THE PLANT, FROM THE HOPPER OF TE PAVING MACHINE, OR FROM THE MAT BEHIND THE PAVER AT THE DISCRETION OF THE ENGINEER. THE CONTRACTOR SHALL FACILITATE THE SAMPLING PROCESS.

7. ENGINEER'S ACCEPTANCE
   THE IN-PLACE DENSITY SHALL BE BETWEEN 92.0 PERCENT AND 97.0 PERCENT OF MAXIMUM THEORETICAL UNIT WEIGHT USING A NUCLEAR GAUGE. GAUGE COMPACTION TESTING SHALL BE PERFORMED IN ACCORDANCE WITH CTM 375. FINAL COMPACTION IS BASED ON THE AVERAGE NUCLEAR GAUGE RESULTS FOR THE SUBLOT. THE NUCLEAR GAUGE WILL BE CORE CORRELATED THE FIRST DAY OF PAVING.

   IF NUCLEAR GAUGE COMPACTION TESTING RESULTS ARE FAILING, THE CONTRACTOR CAN REQUEST CORING TO VERIFY THE RESULTS. THE CORE LOCATIONS WILL BE DETERMINED USING RANDOM SAMPLING CHARTS IN CTM 375. THE ENGINEER WILL MARK THE CORE LOCATIONS.

   CORES MAY BE TAKEN UP TO 5 CALENDAR DAYS AFTER PLACEMENT AND MAY BE 4 OR 6 INCHES IN DIAMETER. THE ENGINEER WILL PROVIDE RESULTS WITHIN 3 WORKING DAYS OF RECEIVING THE CORES.

   PASSING CORES SHALL BE PAID FOR BY THE OWNER. FAILING CORES WILL BE PAID FOR BY THE CONTRACTOR. IF THE CORE TESTING PRODUCES BOTH PASSING AND FAILING CORES, THE COST WILL BE PRORATED BETWEEN THE CONTRACTOR AND THE OWNER.

MEASUREMENT & PAYMENT

1. THE CONTRACT PRICE PAID PER TONS FOR "HMA (TYPE A) PG-64-10" (BID ITEM 7) SHALL INCLUDE FULL COMPENSATION FOR FURNISHING ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, AND INCIDENTALS, AND FOR DOING ALL THE WORK INVOLVED IN HOT MIX ASPHALT (HMA), COMPLETE IN PLACE, INCLUDING MOBILIZATION; SURFACE PREPARATION; TACK GOAT; FURNISHING, PLACING AND COMPACTING HMA; CONSTRUCTING AND REMOVING TEMPORARY TRANSITIONS; JMF PREPARATION, TESTING AND PRODUCTION COST FOR VERIFICATION AND QUALITY CONTROL TESTING; CONTRACTOR'S QUALITY CONTROL PLAN; AND COSTS OF CORING TO VERIFY DENSITY BY CORES, IF REQUESTED; AND CLEANUP, AS SHOWN ON THE PLANS, AS SPECIFIED IN THE 2024 CALTRANS STANDARD SPECIFICATIONS AND THESE SPECIFICATIONS, AND AS DIRECTED BY THE ENGINEER.

STREET SECTION AND SIDEWALK CONSTRUCTION

GENERAL

1. AREAS TO BE DEVELOPED SHALL BE CLEARED OF VEGETATION, TREES, TREE ROOTS, DEBRIS AND ANY REMNANTS OF FOUNDATIONS OR ABANDONED UTILITIES. THE AREA SHALL BE STRIPPED OF THE UPPER SOILS CONTAINING ORGANIC MATTER. ALL CONTAMINATED MATERIAL SHALL BE DISPOSED OF ACCORDING TO THE GUIDELINES OF THE ENVIRONMENTAL PROTECTION AGENCY (EPA).
2. ALL CLASS II AGGREGATE BASE SHALL BE SAMPLED AND TESTED FOR SIEVE ANALYSIS, R-VALUE, SAND EQUIVALENT AND MAXIMUM DENSITY WITHIN 10 DAYS OF SUBMITTING THE SUBMITTAL TO THE TOWN ENGINEER FOR APPROVAL. THE TOWN SHALL RECEIVE THE SUBMITTAL A MINIMUM OF FIVE WORKING DAYS PRIOR TO SCHEDULED USE.
3. JOB MIX FORMULA (JMF) FOR ALL HOT MIX ASPHALT (HMA) TO BE USED (EXCEPT FOR MISCELLANEOUS AREAS AND DIKES) SHALL BE SUBMITTED TO THE TOWN ENGINEER FOR APPROVAL. THE JMF DOCUMENTS THE TESTING DATA DEVELOPED BY THE MIX DESIGN LABORATORY AND SHALL BE SUBMITTED ON CALTRANS FORM CEM-3152 AND DATED WITHIN 12 MONTHS OF PLANNED PAVEMENT WORK. HOT MIX ASPHALT SHALL BE SAMPLED AND TESTED IN ACCORDANCE WITH CALTRANS CONSTRUCTION MANUAL, CHAPTER 4 "CONSTRUCTION DETAILS" 4-39300 (5) SAMPLING AND TESTING HOT MIX ASPHALT". OBTAIN SPLIT SAMPLES OF HMA FROM THE MAT BEHIND THE PAVER OR OTHER LOCATION APPROVED BY THE INSPECTOR.
4. ALL TRENCH BACKFILL SHALL BE TESTED PER ASTM D1557 FOR COMPACTION. IF THE TRENCH BACKFILL IS MORE THAN 12-INCHES DEEP, COMPACTION TESTING SHALL BE COMPLETED AS EACH LIFT OF FILL IS PLACED AND COMPACTED. EACH LIFT OF MATERIAL SHALL NOT EXCEED 12-INCHES IN DEPTH. PRIOR TO PAVING, ALL TRENCHES SHALL BE TESTED, AND ALL TEST RESULTS SHALL BE SUBMITTED TO THE TOWN. ALL TEST RESULTS, BOTH PASSING AND FAILING SHALL BE SHOWN AND PROVIDED TO THE TOWN. THE TOWN RESERVES THE RIGHT TO REQUEST ADDITIONAL FIELD TESTING TO BE PERFORMED.
5. THE SUBGRADE SHALL BE SCARIFIED, PROCESSED AND COMPACTED TO A MINIMUM OF 95% RELATIVE COMPACTION PER ASTM D1557/ASTM D6938, AND SHALL BE FIRM AND UNYIELDING. PROOF-ROLLING OF THE FINISHED SUBGRADE SHALL BE PERFORMED BY THE CONTRACTOR USING A FULLY LOADED 3-AXLE WATER TRUCK AND REVIEWED AND APPROVED BY THE TOWN INSPECTOR PRIOR TO PLACEMENT OF ADDITIONAL MATERIALS. PROOF-ROLLING SHALL BE OBSERVED BY THE CONTRACTOR'S LICENSED GEOTECHNICAL ENGINEER AND THE TOWN INSPECTOR. THE CONTRACTOR'S LICENSED GEOTECHNICAL ENGINEER SHALL PROVIDE IN WRITING AN APPROPRIATE METHOD TO STABILIZE THE AREAS OF DEFLECTION. ALL COMPACTIONS SHALL BE TESTED WITH A NUCLEAR GAGE.

   DISTANCE BEYOND ANY CUT TO ENSURE A SMOOTH TRANSITION AND SHALL CONSIST OF A FULL 2-INCH-DEEP FOR THE ENTIRE AREA AND A 2-INCH ASPHALT CONCRETE OVERLAY. STREET RESURFACING WILL BE REQUIRED FOR ALL CUTS RESULTING FROM IMPROVEMENTS THAT INCLUDE BUT ARE NOT LIMITED TO PAVEMENT WIDENING, CURB AND GUTTER, STORM DRAIN, WATER, SEWER, SIGNAL, LIGHTING, AND OTHER UTILITIES FOR THE PROJECT. THE LIMITS OF THE OVERLAY MAY BE EXTENDED BEYOND THE PROJECT FRONTAGE OF THE PARCEL AND/OR 10 FEET ON EITHER SIDE OF THE TRENCH TO COVER ALL THE UTILITY TRENCH CUTS AT THE DISCRETION OF THE TOWN AFTER ALL UNDERGROUND INFRASTRUCTURE HAS BEEN INSTALLED.
9. ALL NEW CONCRETE SHALL BE DOWELED TO EXISTING CONCRETE; MINIMUM 18-INCHES SPACING ON SIDEWALK AND 24-INCHES SPACING ON CURB AND GUTTER; WITH #4 REBAR EMBEDDED 6-- INCHES DEEP. IF CONCRETE IS PLACED IN SECTIONS OR PHASES, THE NEW CONCRETE SHALL BE DOWELED TOGETHER.
10. ANY PCC CURB PLACED ON TOP OF EXISTING OR NEW ASPHALT CONCRETE SHALL BE EPOXY DOWELLED ON 4 FEET CENTERS AND GLUED DOWN TO THE SURFACE.
11. ANY CONCRETE PLACED THAT BECOMES TAGGED, DEFACED, CRACKED OR DAMAGED SHALL BE REPLACED PRIOR TO PROJECT ACCEPTANCE. SPOT PATCHING REPAIRS OF CONCRETE IS NOT ALLOWED. ANY PERMANENT REFERENCE POINT MARKS MADE INTO CONCRETE IS NOT ALLOWED. IF DONE, ENTIRE SECTION OF CONCRETE FROM JOINT TO JOINT SHALL BE REMOVED AND REPLACED.

STORMWATER QUALITY

GENERAL

1. CONTRACTOR SHALL MEET THE REQUIREMENTS OF DISCHARGING TO A PUBLIC STORM DRAINAGE SYSTEM AS REQUIRED TO ENSURE COMPLIANCE BY THE TOWN AND WITH ALL STATE/FEDERAL LAWS AND REGULATIONS RELATED TO STORM WATER AS STIPULATED IN THE CLEAN WATER ACT. CONTRACTOR SHALL MEET THE REQUIREMENTS OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT IN EFFECT PRIOR TO COMPLETION OF PROJECT CONSTRUCTION FOR STORM WATER DISCHARGES FROM THE MUNICIPAL STORMWATER SYSTEM OPERATED BY THE TOWN OF LOS GATOS. CONTRACTOR SHALL COMPLY WITH STORMWATER POLLUTION PREVENTION PLAN (SWPPP) (PROJECT > 1 ACRE) AND/OR EROSION AND SEDIMENT THE CONTROL PLAN (ESCP) (PROJECTS <1 ACRE) AND THE STORMWATER CONTROL PLAN (SCP) SUBMITTED AS PART OF ITS APPLICATION AS (MODIFIED AND) APPROVED BY THE TOWN ENGINEER.

STORM DRAINAGE

GENERAL

1. PIPES FOR STORM SEWERS SHALL BE PVC PIPE AND SHALL CONFORM TO ASTM D3034-SDR 35 OR CORRUGATED POLYETHYLENE AND SHALL CONFORM TO AASHTO M294-97 & ASTM D3212.
2. ALL CONNECTIONS MADE TO INTERSECTING STORM DRAIN LINES SHALL BE MADE AT A MANHOLE OR DRAIN INLET. DIRECT CONNECTIONS TO STORM DRAIN LINES ARE NOT ALLOWED.
3. IF, BY SPECIAL DESIGN, PLASTIC PIPE IS APPROVED FOR INSTALLATION OF STORM DRAINAGE SYSTEMS, WATER STOPS SHALL BE INSTALLED.
4. STORM DRAIN LINES SHALL NOT BE INSTALLED THAT EXCEED THE MAXIMUM DEFLECTION PER THE PIPE MANUFACTURER. IN NO CASE, SHALL THE RUBBER GASKETS BE EXPOSED. IF THE DEFLECTION EXCEEDS THE ALLOWABLE LIMIT PER THE PIPE MANUFACTURER, A MANHOLE OR JUNCTION BOX MUST BE INSTALLED.
5. A 60-INCH MANHOLE SHALL BE USED FOR ALL STORM DRAIN LINES LARGER THAN 24-INCHES OR WHERE MORE THAN TWO STORM DRAIN PIPES ENTER THE MANHOLE.
6. ALL STORM DRAIN SYSTEMS SHALL BE VIDEOTAPED AT THE COMPLETION OF SUBGRADE OR PRIOR TO PLACEMENT OF HMA.

STORM DRAINAGE (CONT.)

7. PROVIDE STORMWATER CONVEYANCE SYSTEM STENCILING AND SIGNAGE FOR BOTH PRIVATE DEVELOPMENT AND PUBLIC RIGHT OF WAY.
   a. PROVIDE MARKER OF ALL STORMWATER CONVEYANCE SYSTEM INLETS AND CATCH BASINS WITHIN THE PROJECT AREA WITH PROHIBITIVE LANGUAGE (E.G. "NO DUMPING -FLOWS TO BAY").
   b. POST SIGNS AND PROHIBITIVE LANGUAGE AND/OR GRAPHICAL ICONS, WHICH PROHIBIT ILLEGAL DUMPING AT PUBLIC ACCESS POINTS ALONG CHANNELS AND CREEKS WITH THE PROJECT AREA, TRAILHEADS, PARKS, BUILDING ENTRANCES, AND BIORETENTION FACILITIES.

DISPOSAL OF MATERIAL

GENERAL

1. DISPOSAL OF MATERIAL SHALL CONFORM TO SECTION 5-1.20B(4) "CONTRACTOR-PROPERTY OWNER AGREEMENT" OF THE 2024 CALTRANS STANDARD SPECIFICATIONS.
2. THE CONTRACTOR SHALL MAKE ARRANGEMENTS FOR DISPOSING OF MATERIALS OUTSIDE THE STREET RIGHT-OF-WAY. DISPOSABLE MATERIAL SHALL NOT BE STOCKPILED IN THE STREET BEYOND THE NORMAL WORKING HOURS. MATERIAL SHALL NOT BE DISPOSED OF IN ANY OF THE FOLLOWING AREAS:
   a. WITHIN THE FLOODWAY OF THE TOWN OF LOS GATOS

CONCRETE IMPROVEMENTS (CONT.)

13. AT LOCATIONS WHERE THE SIDEWALK, CURB AND GUTTER, AND CURB RAMPS CONNECT WITH EXISTING IMPROVEMENTS, STEEL DOWELS SHALL BE INSTALLED. DOWELS SHALL BE 12"LONG, #4, GRADE 60, STEEL REINFORCING BARS OR AS INDICATED ON THE PLANS. DOWELS SHALL BE FIRMLY EPOXIED INTO EXISTING IMPROVEMENT WITH A SIX–INCH (6") EMBEDMENT. DOWELS SHALL BE INSTALLED PRIOR TO PLACING NEW SIDEWALK, CURB AND GUTTER, AND CURB RAMP.

14. EPOXY SHALL BE TYPE II AND CONFORM TO SECTION 95–1.02D, "EPOXY ADHESIVE FOR BONDING FRESHLY MIXED CONCRETE TO HARDENED CONCRETE," OF THE STANDARD SPECIFICATIONS. A CERTIFICATE OF COMPLIANCE IS REQUIRED FOR THE EPOXY.

15. CURB AND GUTTER TO BE REPLACED SHALL BE CONSTRUCTED WITH A STRAIGHT GRADE BETWEEN EXISTING IMPROVEMENTS TO REMAIN. FLOWLINES FOR THE CURB AND GUTTER AND FOR CURB AND GUTTER ATTACHED TO A CURB RAMP SHALL BE VERIFIED AND FLOW TESTED BY THE CONTRACTOR IN THE PRESENCE OF THE ENGINEER AND SHALL BE FREE FROM PONDING PRIOR TO ACCEPTANCE OF THE IMPROVEMENTS. THE CONTRACTOR SHALL REPLACE NEW CONCRETE IMPROVEMENTS IF THE SAID IMPROVEMENTS DO NOT CONFORM TO THE DESIGNED FLOWLINE.

16. NEW CURB RAMPS SHALL BE CONSTRUCTED TO MATCH THE EXISTING GRADE OF THE EXISTING IMPROVEMENTS THAT ARE TO REMAIN AND SHALL BE IN COMPLIANCE WITH THE DETAILS FOUND IN THE PLANS AND THESE SPECIAL PROVISIONS.

17. NEW CONCRETE SHALL BE FREE OF STAMPS, LOGOS, NAMES, GRAFFITI, ETC. ANY CONCRETE IDENTIFIED THAT IS DISPLAYING A STAMP OR EQUAL SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S SOLE EXPENSE AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED THEREFORE.

MATERIALS TESTING AND INSPECTIONS

1. THE CONTRACTOR SHALL COORDINATE WITH THE TOWN TO SCHEDULE MATERIALS TESTING AND INSPECTIONS FOR SOIL COMPACTION, CONCRETE PLACEMENT, AND FOR OTHER OPERATIONS AS INSTRUCTED BY THE ENGINEER. THE CONTRACTOR SHALL NOTIFY THE ENGINEER, AT MINIMUM 72 HOURS IN ADVANCE, OF WHEN COMPACTION TESTING AND CONCRETE SAMPLING FOR CONCRETE POURS ARE TO BE SCHEDULED. MATERIALS TESTING MAY OCCUR DAILY DURING THE DURATION OF THE PROJECT.

HOT MIX ASPHALT PAVEMENT RESTORATION

1. THE HOT MIX ASPHALT PAVEMENT RESTORATION ADJACENT TO THE CURB RAMP AND CURB AND GUTTER INSTALLATIONS WILL BE A MINIMUM OF 24–INCHES WIDE ON ALL SIDES WHERE THE ADJACENT CONCRETE IS REPLACED. THE CONTRACTOR SHALL REMOVE A MINIMUM DEPTH OF 8 INCHES OR TO THE TOP OF THE NATIVE SOIL, WHICHEVER IS GREATER. THE REPLACED HOT MIX ASPHALT WILL BE 4 INCHES THICK, ON TOP OF A MINIMUM OF 4 INCHES OF CLASS II AGGREGATE BASE, COMPACTED TO A RELATIVE COMPACTION OF 95% PER THE TOWN STANDARD DRAWINGS. COMPACTION SHALL BE ACHIEVED USING A VIBRATORY PLATE COMPACTOR. THE PAVING ASPHALT SHALL BE PG 64–10. A TACK COAT OF UNDILUTED SS1H EMULSIFIED ASPHALT SHALL BE PLACED ON ALL EXPOSED HMA AND CONCRETE SURFACES PRIOR TO THE PLACEMENT OF THE NEW ASPHALT SECTION.

2. THE CONTRACTOR MAY ELECT TO PERFORM A 12–INCH WIDE ASPHALT RESTORATION THAT WILL BE FILLED WITH 6 INCHES OF A 2–SACK SAND/CEMENT SLURRY AND 2–INCHES OF ½–INCH, TYPE A HOT MIX ASPHALT. THE CONTRACTOR MAY NOT PLACE THE NEW HOT MIX ASPHALT UNTIL THE SLURRY CURES AND IS APPROVED BY THE ENGINEER TO PROCEED WITH THE FINAL 2–INCH ASPHALT LIFT.

3. THE FINAL, TOP LAYER OF HOT MIX ASPHALT ADJACENT TO THE CURB AND GUTTER SHALL BE ½–INCH HMA, TYPE A, COMPACTED TO A RELATIVE COMPACTION OF 95%, AND PLACED IN TWO, 2–INCH LIFTS. THE CONTRACTOR IS REQUIRED TO USE A TWIN DRUM, 2.5–TON VIBRATORY ROLLER FOR COMPACTION OF THE FINAL LIFT OF HOT MIX ASPHALT.

4. THE CONTRACTOR SHALL ENSURE THAT CONNECTIONS TO EXISTING OR PREVIOUSLY LAID SURFACING SHALL CONFORM TO THE REQUIREMENTS OF SURFACE SMOOTHNESS UNDER THE STANDARD SPECIFICATIONS OR THE CONTRACTOR SHALL CORRECT ALL THESE DEFICIENCIES TO THE SATISFACTION OF THE ENGINEER. THE ENGINEER'S DECISION WHETHER THE CONTRACTOR HAS MET THE REQUIREMENTS OF SURFACE SMOOTHNESS SHALL BE FINAL.

5. THE HOT MIX ASPHALT PAVEMENT RESTORATION FOR CURB RAMPS AND CURB AND GUTTER SHALL BE PAID FOR UNDER THE ASSOCIATED BID ITEMS AND SHALL COMPLY WITH THESE SPECIAL PROVISIONS. THE AREA OF ANY PAVEMENT RESTORATION WORK WILL NOT BE MEASURED AS PART OF THE PAY ITEMS.

MEASUREMENT AND PAYMENT

1. FULL COMPENSATION FOR FURNISHING ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, AND INCIDENTALS, AND FOR DOING ALL THE WORK INVOLVED IN CONCRETE IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, MOBILIZATION, REBAR, BASE ROCK, AND HOT MIX ASPHALT, AS SHOWN IN THE PLANS, AS SPECIFIED IN THE 2024 CALTRANS STANDARD SPECIFICATIONS AND THESE SPECIFICATIONS, AND AS DIRECTED BY THE ENGINEER, SHALL BE CONSIDERED INCIDENTAL TO "REMOVE & REPLACE EXISTING 36" CMP WITH NEW 36" HDPE CORRUGATED DUAL–WALL (TYPE S) BY OPEN TRENCH METHOD" (BID ITEM 5).

EXISTING FACILITIES

GENERAL

1. EXISTING FACILITIES SHALL CONFORM TO SECTION 15, "EXISTING FACILITIES," OF THE 2024 CALTRANS STANDARD SPECIFICATIONS, THE PLANS, AND THESE SPECIFICATIONS.

PROTECT EXISTING FACILITIES TO REMAIN

1. THE CONTRACTOR SHALL WORK AROUND AND PROTECT ALL EXISTING IMPROVEMENTS TO REMAIN, INCLUDING BUT NOT LIMITED TO EXISTING UTILITIES, MONUMENTATION, BENCH MARKS, STORM DRAINAGE FACILITIES, UTILITY VAULTS, TRAFFIC DETECTOR LOOPS, HOME RUNS AND HANDHOLES, CONCRETE AND HOT MIX ASPHALT PAVEMENT, PAVEMENT MARKINGS, LANDSCAPING, IRRIGATION FACILITIES, AND APPURTENANCES THAT ARE WITHIN OR ADJACENT TO THE CONSTRUCTION AREAS.

2. ALL EXISTING IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, IRRIGATION SYSTEMS, BRICK WORK, STONE WORK, FENCES, MAILBOXES, TURF AND LANDSCAPING, ON PUBLIC RIGHT–OF–WAY WHICH ARE OBSTACLES TO FORMING OPERATIONS MAY BE REMOVED AS NECESSARY FOR THIS TYPE OF WORK. THE CONTRACTOR SHALL NOTIFY THE AFFECTED PROPERTY OWNER AND THE ENGINEER PRIOR TO REMOVAL OF ANY EXISTING IMPROVEMENTS. AFTER REMOVING THE FORMS, ALL THE EXISTING IMPROVEMENTS SHALL BE RESTORED TO THEIR ORIGINAL CONDITION AT NO ADDITIONAL COST TO THE TOWN. IF THE CONTRACTOR FAILS TO COMPLY IN PROVIDING THE NECESSARY RESTORATION WORK AS DEFINED, THE ENGINEER MAY ELECT TO HAVE THE TOWN OR OTHER CONTRACT FORCES PERFORM ALL THESE DUTIES, DEDUCTING ALL THE EXPENSES INCURRED FROM ANY MONEYS THAT ARE DUE, OR TO BECOME DUE, TO THE CONTRACTOR. BY EXERCISING THIS OPTION, THE CONTRACTOR IS IN NO WAY RELIEVED OF THE RESPONSIBILITIES TO PERFORM THESE DUTIES.

EXCAVATION AND BACKFILL

GENERAL

1. THE CONTRACTOR SHALL PROVIDE ALL MATERIALS, EQUIPMENT, AND LABOR NECESSARY TO PERFORM AND COMPLETE ALL UTILITY EARTHWORK AS SHOWN ON THE DRAWINGS AND AS SPECIFIED HEREIN.

2. THE WORK OF THIS SECTION INCLUDES ALL UTILITY EARTHWORK REQUIRED FOR CONSTRUCTION OF THE PROJECT. SUCH UTILITY EARTHWORK SHALL INCLUDE, BUT MAY NOT NECESSARILY BE LIMITED TO, THE LOOSENING, REMOVING, LOADING, TRANSPORTING, DEPOSITING, AND COMPACTING IN ITS FINAL LOCATION OF ALL MATERIALS WET AND DRY, AS REQUIRED FOR THE PURPOSES OF COMPLETING THE WORK, WHICH SHALL INCLUDE, BUT NOT NECESSARILY BE LIMITED TO, THE FURNISHING, PLACING, AND REMOVING OF SHEETING, SHORING AND BRACING NECESSARY TO SAFELY SUPPORT THE SIDES OF ALL EXCAVATIONS; ALL PUMPING, DITCHING, DRAINING AND OTHER REQUIRED MEASURES FOR THE REMOVAL OR EXCLUSION OF WATER FROM THE EXCAVATION; SOIL STABILIZATION; THE SUPPORTING OF STRUCTURES ABOVE AND BELOW THE GROUND; ALL BACKFILLING AROUND STRUCTURES AND ALL BACKFILLING OF TRENCHES; THE DISPOSAL OF EXCESS EXCAVATED MATERIALS; BORROW OF MATERIALS TO MAKE UP DEFICIENCIES FOR FILLS; AND ALL OTHER INCIDENTAL EARTHWORK.

3. HAZARDOUS MATERIALS SHALL BE HANDLED IN ACCORDANCE WITH ALL REGULATORY AGENCY REQUIREMENTS.

EXCAVATION AND BACKFILL (CONT.)

REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

1. STATE CODES: CALIFORNIA LABOR CODE. CONSTRUCTION SAFETY ORDERS OF THE STATE OF CALIFORNIA.

2. STATE OF CALIFORNIA (CALTRANS) STANDARDS:
   a. STANDARD SPECIFICATIONS: SECTION 25 AGGREGATE SUBBASES.
   b. SECTION 26 AGGREGATE BASES.
   c. SECTION 68 SUBSURFACE DRAINS.
   d. SECTION 88 ENGINEERING FABRICS

3. COMMERCIAL STANDARDS:
   a. ASTM D 422 TEST METHOD FOR PARTICLE–SIZE ANALYSIS OF SOILS.
   b. ASTM D 1556 TEST METHOD FOR DENSITY OF SOIL IN PLACE BY THE SAND–CONE METHOD.
   c. ASTM D 1557 TEST METHODS FOR MOISTURE–DENSITY RELATIONS OF SOILS AND SOIL–AGGREGATE MIXTURES USING 10–LB (4.54–KG) RAMMER AND 18–IN. (457–MM) DROP.
   d. ASTM D 1633 TEST METHOD FOR COMPRESSIVE STRENGTH OF MOLDED SOIL–CEMENT CYLINDERS.
   e. ASTM D 2419 METHOD FOR SAND EQUIVALENT VALUE OF SOILS AND FINE AGGREGATE.
   f. ASTM D 2487 TEST METHOD FOR CLASSIFICATION OF SOILS FOR ENGINEERING PURPOSES.
   g. ASTM D 2922 TEST METHODS FOR DENSITY OF SOIL AND SOIL–AGGREGATE IN PLACE BY NUCLEAR METHODS (SHALLOW DEPTH).
   h. ASTM D 3017 TEST METHOD FOR WATER CONTENT OF SOIL AND ROCK IN PLACE BY NUCLEAR METHODS (SHALLOW DEPTH).
   i. ASTM D 3776 TEST METHODS FOR MASS PER UNIT AREA (WEIGHT) OF WOVEN FABRIC.
   j. ASTM D 3786 METHOD OF HYDRAULIC BURSTING STRENGTH OF KNITTED GOODS AND NONWOVEN FABRICS: DIAPHRAGM BURSTING STRENGTH TESTER METHOD.
   k. ASTM D 4253 TEST METHODS FOR MAXIMUM INDEX DENSITY OF SOILS USING A VIBRATORY TABLE.
   l. ASTM D 4254 TEST METHODS FOR MINIMUM INDEX DENSITY OF SOILS AND CALCULATION OF RELATIVE DENSITY.
   m. ASTM D 4318 TEST METHOD FOR LIQUID LIMIT, PLASTIC LIMIT, AND PLASTICITY INDEX OF SOILS.
   n. ASTM D 4491 TEST METHODS FOR WATER PERMEABILITY OF GEOTEXTILES BY PERMITTIVITY.
   o. ASTM D 4632 TEST METHOD FOR GRAB BREAKING LOAD AND ELONGATION OF GEOTEXTILES.
   p. ASTM D 4751 TEST METHOD FOR DETERMINING THE APPARENT OPENING SIZE OF A GEOTEXTILE.
   q. ASTM D 6023 STANDARD TEST METHOD FOR DENSITY, YIELD, CEMENT CONTENT, AND AIR CONTENT OF CONTROLLED LOW–STRENGTH MATERIAL (CLSM).

4. OSHA OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION.

CONTRACTOR SUBMITTALS

1. THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE PROVISIONS FOR "SHORING AND BRACING DRAWINGS" IN SECTION 6705 OF THE CALIFORNIA LABOR CODE. THE CONTRACTOR, PRIOR TO BEGINNING ANY TRENCH OR STRUCTURE EXCAVATION FIVE (5) FEET DEEP OR OVER, SHALL SUBMIT TO THE ENGINEER FOR REVIEW FOR COMPLIANCE WITH SECTION 6705 THE CONTRACTOR'S DETAILED PLAN SHOWING DESIGN OF ALL SHORING, BRACING, SLOPING OF THE SIDES OF EXCAVATION, OR OTHER PROVISIONS FOR WORKER PROTECTION AGAINST THE HAZARD OF CAVING GROUND DURING THE EXCAVATION OF SUCH TRENCHES OR STRUCTURE EXCAVATION. THE SHORING AND BRACING PLAN SHALL BE PREPARED, STAMPED AND SIGNED BY A CIVIL OR STRUCTURAL ENGINEER LICENSED IN THE STATE OF CALIFORNIA AT THE CONTRACTOR'S SOLE EXPENSE.

2. FOR ALL MATERIALS THAT ARE NOT PRE–APPROVED BY THE TOWN THE CONTRACTOR SHALL DESIGNATE THE SOURCE AND/OR SUBMIT SAMPLES OF ALL MATERIALS IN ADVANCE OF THEIR USE FOR REQUIRED TESTING AND ENGINEER'S APPROVAL. ALL TESTING COSTS SHALL BE AT THE CONTRACTOR'S EXPENSE.

3. CERTIFICATES OF COMPLIANCE SHALL BE PROVIDED FOR ALL PRODUCTS AND MATERIALS PROPOSED TO BE USED UNDER THIS SECTION.

QUALITY ASSURANCE

1. ALL SOILS AND COMPACTION TESTING WILL BE DONE BY A TESTING LABORATORY AT THE CONTRACTOR'S SOLE EXPENSE. THE ENGINEER SHALL APPROVE USE OF THE CONTRACTOR–SELECTED LABORATORY PRIOR TO THE WORK.

2. WHERE SOIL MATERIAL IS REQUIRED TO BE COMPACTED TO A PERCENTAGE OF MAXIMUM DENSITY THE MAXIMUM DENSITY AT OPTIMUM MOISTURE CONTENT WILL BE DETERMINED IN ACCORDANCE WITH ASTM D 1557. WHERE COHESIONLESS, FREE DRAINING SOIL MATERIAL IS REQUIRED TO BE DENSIFIED TO A PERCENTAGE OF RELATIVE DENSITY THE CALCULATION OF RELATIVE DENSITY WILL BE DETERMINED IN ACCORDANCE WITH ASTM D 4253 AND D 4254. FIELD DENSITY IN–PLACE TESTS WILL BE PERFORMED IN ACCORDANCE WITH ASTM D 2922, OR BY SUCH OTHER MEANS ACCEPTABLE TO THE ENGINEER.

3. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 48 HOURS PRIOR TO PERFORMING ANY UTILITY EXCAVATION.

BACKFILL MATERIALS

1. BACKFILL SHALL BE A SELECTED OR PROCESSED CLEAN, FINE EARTH, ROCK, OR SAND, FREE FROM OBJECTIONABLE MATERIAL, VEGETATION, OR OTHER DELETERIOUS SUBSTANCES.

   THE FOLLOWING TYPES OF BACKFILL MATERIALS ARE DESIGNATED AND DEFINED AS FOLLOWS:
   a. TYPE 1. SAND SHALL BE MATERIAL WITH 100 PERCENT PASSING A 3/8–INCH SIEVE, AT LEAST 90 PERCENT PASSING A NO. 4 SIEVE, AND A SAND EQUIVALENT VALUE NOT LESS THAN 30.
   b. TYPE 2. CLASS 2 AGGREGATE BASE SHALL BE CRUSHED ROCK AGGREGATE BASE MATERIAL MEETING THE REQUIREMENTS OF SECTION 26, "AGGREGATE BASES," FOR 19 MILLIMETER (3/4 INCH) MAXIMUM GRADING, OF THE CALTRANS STANDARD SPECIFICATIONS.
   c. TYPE 3. CLASS 1, TYPE A OR B, PERMEABLE MATERIAL SHALL BE CRUSHED STONE, OR GRAVEL, DURABLE AND FREE FROM SLAKING OR DECOMPOSITION UNDER ACTION OR ALTERNATE WETTING OR DRYING, UNIFORMLY GRADED, AND SHALL MEET THE REQUIREMENTS OF SECTION 68–2.02F(2) FOR CLASS 1, "PERMEABLE MATERIAL," OF THE CALTRANS STANDARD SPECIFICATIONS.
   d. TYPE 4. CLASS 2 PERMEABLE MATERIAL SHALL BE CRUSHED ROCK OR GRAVEL, DURABLE AND FREE FROM SLAKING OR DECOMPOSITION UNDER THE ACTION OF ALTERNATE WETTING OR DRYING, UNIFORMLY GRADED, AND SHALL MEET THE REQUIREMENTS OF SECTION 68–2.02F(3) FOR CLASS 2 "PERMEABLE MATERIAL," OF THE CALTRANS STANDARD SPECIFICATIONS.
   e. TYPE 5. STRUCTURE BACKFILL MATERIAL SHALL MEET THE REQUIREMENTS OF SECTION 19–3.02B TYPE D OF THE CALTRANS STANDARD SPECIFICATIONS.
   f. TYPE 6. CLASS 3 PERMEABLE MATERIAL SHALL BE ¾" CRUSHED ROCK OR GRAVEL, DURABLE AND FREE FROM SLAKING OR DECOMPOSITION UNDER THE ACTION OF ALTERNATE WETTING OR DRYING, UNIFORMLY GRADED, AND SHALL MEET THE REQUIREMENTS OF SECTION 68–2.02F(4) FOR CLASS 3 "PERMEABLE MATERIAL," OF THE CALTRANS STANDARD SPECIFICATIONS.
   g. TYPE 7. MANUFACTURED BACKFILL SHALL BE MANUFACTURED, ANGULAR, GRANULAR, CRUSHED STONE, ROCK, OR SLAG WITH 100 PERCENT PASSING A ONE–INCH SIEVE AND LESS THAN ONE PERCENT PASSING A NO. 4 SIEVE.
   h. TYPE 8. CONTROLLED LOW STRENGTH MATERIALS (CLSM) SHALL CONFORM TO THE REQUIREMENTS OF SECTION 19–3, "STRUCTURE EXCAVATION AND BACKFILL," OF THE 2024 CALTRANS STANDARD SPECIFICATIONS.
   i. TYPE 9. NATIVE MATERIAL SHALL BE MATERIAL OBTAINED FROM ON–SITE EXCAVATIONS, PROVIDED THE MATERIALS ARE NOT CLASSIFIED AS UNSUITABLE. NATIVE MATERIAL SHALL BE FREE OF STONES, LUMPS, VEGETATION, AND DELETERIOUS SUBSTANCES.
   j. TYPE 10. TOPSOIL MATERIAL MAY BE MATERIAL WHICH HAS BEEN OBTAINED AT THE SITE OR MAY BE IMPORTED. REMOVAL OF THE TOPSOIL SHALL BE DONE AFTER THE AREA HAS BEEN STRIPPED OF VEGETATION AND DEBRIS AS SPECIFIED.
   k. TYPE 11. AGGREGATE SUBBASE SHALL CONFORM TO THE GRADING AND QUALITY REQUIREMENTS OF SECTION 25, "CLASS 2 AGGREGATE SUBBASE" OF THE CALTRANS STANDARD SPECIFICATIONS.
   l. TYPE 12. TRENCH FOUNDATION SHALL BE 3/4–INCH CRUSHED, ANGULAR ROCK MEETING THE FOLLOWING GRADATION:
      1 ½" = 100%,
      1" = 95–100%,
      ½" = 0–30%,
      #4 = 0–4%.

EXCAVATION AND BACKFILL (CONT.)

UNSUITABLE BACKFILL MATERIAL

1. ANY MATERIAL AS DETERMINED BY THE ENGINEER.

2. ANY MATERIAL DETERMINED TO BE HAZARDOUS IS DEFINED AS UNSUITABLE MATERIAL.

3. WASHED, SMOOTH ROCK (PEA GRAVEL) IS CLASSIFIED AS UNSUITABLE MATERIAL.

4. USE OF UNAPPROVED BACKFILL MATERIAL TYPES NOT SPECIFIED IN THE PLANS, SPECIFICATIONS, OR DETAILS.

5. BACKFILL MATERIAL TYPES SHALL BE USED IN CONFORMANCE WITH TOWN STANDARDS.

PIPELINE AND UTILITY TRENCH EXCAVATION

1. TRENCH WIDTH: UNLESS OTHERWISE SHOWN OR DIRECTED, EXCAVATION FOR PIPELINES AND UTILITIES SHALL BE OPEN–CUT TRENCHES. TRENCH WIDTHS SHALL BE AS NOTED ON THE PLANS.

2. SUBGRADE: THE SURFACE OF THE SUBGRADE AFTER COMPACTION SHALL BE HARD, UNIFORM, SMOOTH, SELF–DRAINING, AND TRUE TO GRADE AND CROSS SECTION.

3. TRENCH BOTTOM: THE PIPE BEDDING SHALL BE GIVEN A FINAL TRIM ESTABLISHING GRADE SUCH THAT EACH PIPE SECTION WHEN FIRST LAID WILL BE CONTINUALLY IN CONTACT WITH THE BEDDING ALONG THE EXTREME BOTTOM OF THE PIPE. ROUNDING OUT THE TRENCH BOTTOM OR BEDDING TO FORM A CRADLE FOR THE PIPE WILL NOT BE ALLOWED. THE CONTRACTOR SHALL EXCAVATE FOR BELL HOLES AND FITTINGS.

4. OPEN TRENCH: THE MAXIMUM AMOUNT OF OPEN TRENCH PERMITTED IN ANY ONE LOCATION SHALL BE THE LENGTH NECESSARY TO ACCOMMODATE THE AMOUNT OF PIPE INSTALLED AND BACKFILLED IN A SINGLE DAY. ALL TRENCHES SHALL BE FULLY BACKFILLED AT THE END OF EACH DAY OR, IN LIEU THEREOF, SHALL BE COVERED BY HEAVY STEEL PLATES ADEQUATELY BRACED AND CAPABLE OF SUPPORTING VEHICULAR TRAFFIC IN THOSE LOCATIONS WHERE IT IS IMPRACTICAL TO BACKFILL AT THE END OF EACH DAY.

5. OVER–EXCAVATION: CONTRACTOR SHALL NOTIFY ENGINEER IF ANY UNSTABLE TRENCH CONDITIONS DEVELOP IN TRENCH BOTTOM. WHEN ORDERED BY THE ENGINEER, WHETHER OR NOT INDICATED ON THE DRAWINGS, TRENCHES, TUNNELING PITS AND/OR STRUCTURE EXCAVATIONS SHALL BE OVER–EXCAVATED BEYOND THE DEPTH SHOWN IN ORDER TO PROVIDE A FIRM AND UNYIELDING TRENCH BASE.

OVER–EXCAVATION NOT ORDERED, SPECIFIED, OR SHOWN

1. ANY OVER–EXCAVATION CARRIED BELOW THE GRADE ORDERED, SPECIFIED, OR SHOWN, SHALL BE BACKFILLED TO THE REQUIRED GRADE AND DENSIFIED WITH THE SPECIFIED MATERIAL AND COMPACTION. SUCH WORK SHALL BE PERFORMED BY THE CONTRACTOR AT ITS OWN EXPENSE.

EXCAVATION IN LAWN AREAS

1. WHERE EXCAVATION OCCURS IN LAWN AREAS, THE SOD SHALL BE CAREFULLY REMOVED, STOCKPILED, WATERED AND PRESERVED FOR REPLACEMENT, UNLESS SPECIFICALLY APPROVED BY ENGINEER IN WRITING BEFORE WORK IS PERFORMED. EXCAVATED MATERIAL MAY BE PLACED ON THE LAWN PROVIDED THAT A TARP OR OTHER SUITABLE METHOD IS EMPLOYED TO PROTECT THE LAWN FROM DAMAGE. THE LAWN SHALL NOT REMAIN STOCKPILED FOR MORE THAN 48 HOURS. IMMEDIATELY AFTER COMPLETION OF BACKFILLING AND TESTING OF THE PIPELINE, THE SOD SHALL BE REPLACED IN A MANNER SO AS TO RESTORE THE LAWN AS NEAR AS POSSIBLE TO ITS ORIGINAL CONDITION. CONTRACTOR SHALL PROVIDE NEW SOD, IN KIND, IF REMOVED SOD HAS REMAINED STOCKPILED FOR MORE THAN 48 HOURS.

2. ALL OTHER LANDSCAPING SHALL BE REPLACED IN KIND AS SHOWN ON THE DRAWINGS OR AS DIRECTED BY THE ENGINEER. ALL DAMAGED IRRIGATION SYSTEMS, INCLUDING PIPING AND ELECTRICAL WIRING, SHALL BE REPAIRED AND OPERATING PROPERLY THE SAME DAY THEY ARE DAMAGED.

EXCAVATION IN VICINITY OF TREES

1. EXCEPT WHERE TREES ARE SHOWN TO BE REMOVED, CONTRACTOR SHALL PROTECT TREES FROM INJURY DURING CONSTRUCTION OPERATIONS. REMAINING TREES SHALL BE PROTECTED BY INSTALLING PROTECTIVE FENCING OUTSIDE THE DRIPLINE. NO TREE ROOTS OVER 2 INCHES IN DIAMETER SHALL BE CUT WITHOUT EXPRESS PERMISSION OF THE ENGINEER. TREES SHALL BE SUPPORTED DURING EXCAVATION BY ANY MEANS PREVIOUSLY REVIEWED BY THE ENGINEER.

2. IF EXISTING ROOTS OVER ONE INCH IN DIAMETER ARE CUT DURING THE COURSE OF THE WORK, THE CUT FACES SHALL BE THOROUGHLY COATED WITH ROOT SEALER AND GROWTH INHIBITOR. EXPOSED ROOTS SHALL BE COVERED WITH WET BURLAP TO PREVENT THEM FROM DRYING OUT.

3. THE TOWN SHALL RETAIN AN ARBORIST TO EVALUATE THE HEALTH OF THE TREES PRIOR TO CONSTRUCTION, FORMULATE SITE–SPECIFIC RECOMMENDATIONS TO MAINTAIN THE HEALTH OF TREES DURING AND AFTER CONSTRUCTION, AND MONITOR CONSTRUCTION NEAR THE TREES AT APPROPRIATE INTERVALS.

DISPOSAL OF EXCESS EXCAVATED MATERIAL

1. THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL EXCESS EXCAVATED MATERIAL TO A SUITABLE SITE. THE PROPER AND LEGAL DISPOSAL AND ASSOCIATED COSTS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

BACKFILL – GENERAL

1. BACKFILL SHALL NOT BE DROPPED DIRECTLY UPON ANY STRUCTURE OR PIPE.

2. UNLESS SPECIFICALLY EXCEPTED BY THE ENGINEER, BACKFILL SHALL NOT BE PLACED UNTIL AFTER ALL WATER IS REMOVED FROM THE EXCAVATION.

PIPE AND UTILITY TRENCH ZONES AND BACKFILL

1. PIPE ZONE:
   a. THE LIMITS OF PIPE ZONE ARE SHOWN ON THE PLANS.
   b. THE PIPE ZONE SHALL BE BACKFILLED WITH THE SPECIFIED BACKFILL MATERIAL. THE CONTRACTOR SHALL EXERCISE CARE TO PREVENT DAMAGE TO THE PIPELINE COATING, CATHODIC BONDS, OR THE PIPE ITSELF DURING THE INSTALLATION AND BACKFILL OPERATIONS.
   c. VERIFY PIPE AND MANHOLE LINE AND GRADE PRIOR TO INSTALLING PIPE ZONE MATERIAL.
   d. PREVENT FLOTATION OF SEWER PIPE DURING BACKFILL OPERATIONS.
   e. PIPE ZONE MATERIAL TO BE COMPACTED TO 90% RC, WITH A MAXIMUM 6–INCH LIFTS.
   f. DEMONSTRATE IN THE FIELD AND THROUGH COMPACTION TEST RESULTS THAT INSTALLATION AND COMPACTION EFFORTS ACHIEVE PROPER COMPACTION UNDER THE PIPE HAUNCHES. THIS INCLUDES AFTER THE REMOVAL OF SHORING DEVICES FROM THE TRENCH.

2. TRENCH BEDDING: THE LIMITS OF BEDDING ARE SHOWN ON THE PLANS.
   AFTER PLACEMENT AND COMPACTING OF THE BEDDING MATERIAL THE CONTRACTOR SHALL PERFORM A FINAL TRIM FOR ESTABLISHING GRADE, SUCH THAT EACH PIPE SECTION WHEN FIRST LAID WILL BE CONTINUALLY IN CONTACT WITH THE BEDDING ALONG THE EXTREME BOTTOM OF THE PIPE.
   CONTRACTOR SHALL SUPPORT AND/OR HOLD–DOWN THE PIPE DURING PLACEMENT AS NECESSARY.
   BEDDING SHALL BE PLACED TO FORM A SMOOTH, UNIFORM, HORIZONTAL PLANE TO MATCH PIPE SLOPE.
   HAND–EXCAVATE FLANGES OR BELL HOLES AT EACH PIPE JOINT TO PROVIDE UNIFORM SUPPORT FOR ALL SECTIONS OF PIPE.

3. TRENCH ZONE: AFTER THE PIPE ZONE BACKFILL HAS BEEN PLACED AS SPECIFIED ABOVE, AND AFTER ALL EXCESS WATER HAS COMPLETELY DRAINED FROM THE TRENCH, BACKFILLING OF THE TRENCH ZONE MAY PROCEED. THE LIMITS OF TRENCH ZONE ARE SHOWN ON THE PLANS.

4. UTILITY CROSSING: FOR ANY NEW PIPELINE INSTALLATION THAT CROSSES UNDER AN EXISTING ELECTRIC, GAS, TELEPHONE, OR CABLE TV UTILITY PIPE(S) OR CONDUIT(S) THE CONTRACTOR SHALL REPLACE THE EXISTING BACKFILL MATERIAL AROUND THE EXISTING UTILITY PIPE(S) OR CONDUIT(S) WITH CLSM OR AS DIRECTED BY THE ENGINEER. FOR ANY NEW PIPELINE INSTALLATION CROSSING UNDER EXISTING STORM OR SANITARY SEWER, THE CONTRACTOR SHALL REPLACE EXISTING BACKFILL MATERIAL WITH CLSM OR AS DIRECTED BY THE ENGINEER. USE A CONCRETE VIBRATOR DURING BACKFILLING OPERATIONS,

EXCAVATION AND BACKFILL (CONT.)

EXCAVATION AND BACKFILL FOR STRUCTURES

1. EXCAVATION FOR CONCRETE STRUCTURES SHALL BE MADE TO THE LINES AND GRADES SHOWN ON THE DRAWINGS, WITH SUFFICIENT CLEARANCE TO PERMIT THE INSTALLATION AND REMOVAL OF FORMS AND THE INSPECTION OF THE EXTERIOR SURFACE.

2. WHERE ABANDONED UNDERGROUND STRUCTURES ARE ENCOUNTERED IN THE STREET AREAS, REMOVE TO SUFFICIENT DEPTH TO ALLOW UNDERGROUND LINES TO CROSS, BACKFILL, AND COMPACT DURING ROUGH GRADING. THE ENGINEER MAY REQUIRE FURTHER WORK TO BE DONE IF VISUAL INSPECTION INDICATES DURING CONSTRUCTION.

3. EXCEPT WHEN SPECIFICALLY PROVIDED TO THE CONTRARY, EXCAVATION SHALL INCLUDE THE REMOVAL OF ALL MATERIALS OF WHATEVER NATURE ENCOUNTERED, INCLUDING ALL OBSTRUCTIONS OF ANY NATURE THAT WOULD INTERFERE WITH THE PROPER EXECUTION AND COMPLETION OF THE WORK. THE REMOVAL OF SAID MATERIALS SHALL CONFORM TO THE LINES AND GRADES SHOWN ON THE DRAWINGS OR ORDERED BY THE ENGINEER. THE CONTRACTOR SHALL FURNISH, PLACE, AND MAINTAIN ALL SUPPORTS AND SHORING THAT MAY BE REQUIRED FOR THE SIDES OF THE EXCAVATIONS, AND ALL PUMPING, DITCHING, OR OTHER MEASURES REQUIRED FOR THE REMOVAL OR EXCLUSION OF WATER, INCLUDING STORM WATER, GROUNDWATER, AND WASTEWATER REACHING THE SITE OF THE WORK FROM ANY SOURCE SO AS TO PREVENT DAMAGE TO THE WORK OR ADJOINING PROPERTY. EXCAVATIONS SHALL BE SUPPORTED IN A SAFE MANNER IN ACCORDANCE WITH APPLICABLE STATE SAFETY REQUIREMENTS AND THE REQUIREMENTS OF OSHA SAFETY AND HEALTH STANDARDS FOR CONSTRUCTION (29CFR1926). THE LIMITS OF STRUCTURE EXCAVATION SHALL BE A MINIMUM OF 12 INCHES BEYOND THE OUTSIDE EDGE OF THE STRUCTURE, AND AT A MINIMUM NO LARGER THAN NECESSARY TO FACILITATE BACKFILL, COMPACTION, AND TESTING OPERATIONS.

4. AFTER EXCAVATION IS COMPLETED, THE SUBGRADE SHALL BE PROPERLY SHAPED, TRIMMED, AND COMPACTED.

5. BACKFILL PLACED AGAINST CONCRETE WALLS SHALL BE PLACED ONLY AFTER THE CONCRETE HAS ATTAINED ITS DESIGN STRENGTH.

6. NO HEAVY EQUIPMENT SHALL BE OPERATED OVER THE STRUCTURE UNTIL AT LEAST 7 CALENDAR DAYS HAVE ELAPSED SINCE PLACEMENT OF THE CONCRETE AND CONCRETE HAS ACHIEVED DESIGN STRENGTH.

7. BACKFILL SHALL BE BROUGHT UP UNIFORMLY ON ALL SIDES OF A STRUCTURE TO PREVENT UNEQUAL LOADING.

SURFACE RESTORATION

1. ALL PAVEMENT, CURBS, SIDEWALKS, DRIVEWAYS, FENCES, AND OTHER IMPROVEMENTS REMOVED, BROKEN, OR DAMAGED DURING CONSTRUCTION SHALL BE REPLACED OR REPAIRED TO A CONDITION EQUAL TO OR BETTER THAN THE ORIGINA

TRAFFIC STRIPES... (CONT.)

5. WHERE STRIPING JOINS EXISTING STRIPING, AS SHOWN ON THE PLANS, THE CONTRACTOR SHALL BEGIN AND END THE TRANSITION FROM THE EXISTING STRIPING PATTERN INTO OR FROM THE NEW STRIPING PATTERN A SUFFICIENT DISTANCE TO ENSURE CONTINUITY OF THE STRIPING PATTERN.

6. THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS SHALL BE FREE OF RUNS, BUBBLES, CRATERS, DRAG LUXMARKS, STRETCH MARKS, AND DEBRIS. THERMOPLASTIC SHALL BE EXTRUDED AND PLACED IN ONE COAT AND SHALL BE PLACED FIVE DAYS AFTER THE FINAL SURFACING. SPRAYABLE THERMOPLASTIC IS NOT ALLOWED AFTER THE INSTALLATION OF SURFACE TREATMENTS (SLURRY SEAL, CHIP SEAL, RUBBER CHIP SEAL, OR MICROSURFACING).

APPLICATION

1. USE PREHEATERS WITH MIXERS HAVING 360 DEGREE ROTATION TO PREHEAT THE THERMOPLASTIC MATERIAL. APPLY THE THERMOPLASTIC IN A SINGLE UNIFORM LAYER BY EXTRUSION METHOD. COMPLETELY COAT AND FILL VOIDS IN THE PAVEMENT SURFACE WITH THE THERMOPLASTIC.

EXTRUDED THERMOPLASTIC

1. APPLY EXTRUDED THERMOPLASTIC AT A TEMPERATURE FROM 400 TO 425F, UNLESS A DIFFERENT TEMPERATURE IS INSTRUCTED BY THE MANUFACTURER. APPLY EXTRUDED THERMOPLASTIC FOR A TRAFFIC STRIPE AT A RATE OF AT LEAST 0.20 LB./FT. OF 4-INCH WIDE SOLID STRIPE. THE APPLIED THERMOPLASTIC TRAFFIC STRIPE MUST BE AT LEAST 0.060 INCH THICK. AN APPLIED THERMOPLASTIC PAVEMENT MARKING MUST BE FROM 0.100 TO 0.150 INCH THICK. APPLY GLASS BEADS TO THE SURFACE OF THE MOLTEN THERMOPLASTIC AT A RATE OF AT LEAST 8 LB./100 SQ. FT.

PAVEMENT MARKERS AND ADHESIVES

1. PAVEMENT MARKERS SHALL CONFORM TO SECTION 81-3, "PAVEMENT MARKERS," OF THE CALTRANS STANDARD SPECIFICATIONS, AS SPECIFIED HEREIN, AND IN THE SPECIAL PROVISIONS.

2. FIRE HYDRANT MARKERS SHALL BE TWO-WAY, REFLECTIVE BLUE MARKERS.

3. ADHESIVE FOR PAVEMENT MARKERS SHALL BE RAPID SET TYPE EPOXY CONFORMING TO SECTION 95-2.04 OF THE CALTRANS STANDARD SPECIFICATIONS OR HOT MELT BITUMINOUS ADHESIVE CONFORMING TO SECTION 81-3 OF THE CALTRANS STANDARD SPECIFICATIONS.

GUARDRAIL

1. GUARDRAIL REMOVAL AND REPLACEMENT SHALL CONFORM TO CALTRANS STANDARD PLANS A77A AND A77B AND STANDARD SPECIFICATIONS SECTION 83. CONTRACTOR SHALL FURNISH AND INSTALL IN KIND, INCLUDING ALL POSTS, HARDWARE, AND TERMINAL SYSTEMS, AND ANY ATTACHED REFLECTORS, DELINEATORS, OR MARKERS. ALL COMPONENTS SHALL MATCH EXISTING CONDITIONS OR AS DIRECTED BY THE ENGINEER.

MEASUREMENTS AND PAYMENT

1. FULL COMPENSATION FOR FURNISHING ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, AND INCIDENTALS, AND FOR DOING ALL THE WORK INVOLVED IN PROVIDING TRAFFIC STRIPES, PAVEMENT MARKINGS, AND MARKERS, INCLUDING MOBILIZATION, AS SHOWN ON THE PLANS, AS SPECIFIED IN THE 2024 CALTRANS STANDARD SPECIFICATIONS AND THESE SPECIFICATIONS, AND AS DIRECTED BY THE ENGINEER, SHALL BE CONSIDERED INCIDENTAL TO "REMOVE & REPLACE EXISTING 36" CMP WITH NEW 36" HDPE CORRUGATED DUAL-WALL (TYPE S) BY OPEN TRENCH METHOD" (BID ITEM 5).

GROUT

GENERAL

1. THE CONTRACTOR SHALL PROVIDE ALL MATERIALS, EQUIPMENT, AND LABOR NECESSARY TO FURNISH AND PLACE GROUT AND SHALL FORM, MIX, PLACE, CURE, REPAIR, FINISH, AND DO ALL OTHER WORK AS NECESSARY TO PRODUCE FINISHED GROUT AS SHOWN ON THE DRAWINGS AND AS SPECIFIED HEREIN.

   THE FOLLOWING TYPES OF GROUT SHALL BE COVERED IN THIS SECTION:
   a. NON-SHRINK GROUT IS TO BE USED UNLESS ANOTHER TYPE IS SPECIFICALLY REFERENCED OR AS SHOWN ON THE DRAWINGS.
   b. EPOXY GROUT
   c. CEMENT GROUT
   d. FLOWABLE CEMENT GROUT
   e. LOW VISCOSITY (PERMEATION) GROUT AND FAST SETTING INJECTED GROUT
   f. POLYMER GROUT
   g. NEAT CEMENT GROUT

REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

1. ALL APPLICABLE WORK SHALL CONFORM TO THE FOLLOWING STANDARDS:
   a. ASTM C109 - TEST METHOD FOR COMPRESSIVE STRENGTH OF HYDRAULIC CEMENT MORTARS (USING 2-IN. OR 50-MM CUBE SPECIMENS)
   b. ASTM C531 - TEST METHOD FOR LINEAR SHRINKAGE AND COEFFICIENT OF THERMAL EXPANSION OF CHEMICAL-RESISTANT MORTARS, GROUTS, AND MONOLITHIC SURFACINGS
   c. ASTM C579 - TEST METHODS FOR COMPRESSIVE STRENGTH OF CHEMICAL-RESISTANT MORTARS, GROUTS, AND MONOLITHIC SURFACINGS
   d. C827 - TEST METHOD FOR CHANGE IN HEIGHT AT EARLY AGES OF CYLINDRICAL SPECIMENS FROM CEMENTITIOUS MIXTURES
   e. ASTM D696 - TEST METHOD FOR COEFFICIENT OF LINEAR THERMAL EXPANSION OF PLASTICS

2. PLASTICS; AND CRD-C 621 - CORPS OF ENGINEERS SPECIFICATION FOR NON-SHRINK GROUT.

SUBMITTALS

1. CERTIFICATES OF COMPLIANCE SHALL BE PROVIDED FOR ALL PRODUCTS AND MATERIALS PROPOSED TO BE USED UNDER THIS SECTION.

PREPACKAGED GROUTS

1. NON-SHRINK GROUT:
   a. NON-SHRINK GROUT SHALL BE A PREPACKAGED, INORGANIC, NON-GAS-LIBERATING, NON-METALLIC, CEMENT-BASED GROUT REQUIRING ONLY THE ADDITION OF WATER. MANUFACTURER'S INSTRUCTIONS SHALL BE PRINTED ON EACH BAG OR OTHER CONTAINER IN WHICH THE MATERIALS ARE PACKAGED. THE SPECIFIC FORMULATION FOR EACH CLASS OF NON-SHRINK GROUT SPECIFIED HEREIN SHALL BE THAT RECOMMENDED BY THE MANUFACTURER FOR THE PARTICULAR APPLICATION.
   b. CLASS A NON-SHRINK GROUTS SHALL HAVE A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 5,000 PSI; SHALL HAVE NO SHRINKAGE (ZERO PERCENT) AND A MAXIMUM 4.0 PERCENT EXPANSION IN THE PLASTIC STATE WHEN TESTED IN ACCORDANCE WITH ASTM C827; AND SHALL HAVE NO SHRINKAGE (ZERO PERCENT) AND A MAXIMUM OF 0.2-PERCENT EXPANSION IN THE HARDENED STATE WHEN TESTED IN ACCORDANCE WITH CRD C621.
   c. CLASS B NON-SHRINK GROUTS SHALL HAVE A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 5,000 PSI AND SHALL MEET THE REQUIREMENTS OF CRD C621.
   d. APPLICATION:
      - CLASS A NON-SHRINK GROUT SHALL BE USED FOR THE REPAIR OF ALL HOLES AND DEFECTS IN CONCRETE MEMBERS WHICH ARE WATER BEARING OR IN CONTACT WITH SOIL OR OTHER FILL MATERIAL, GROUTING UNDER ALL EQUIPMENT BASE PLATES, AND AT ALL LOCATIONS WHERE GROUT IS SPECIFIED; EXCEPT, FOR THOSE APPLICATIONS FOR CLASS B NON-SHRINK GROUT AND EPOXY GROUT SPECIFIED HEREIN. CLASS A NON-SHRINK GROUT MAY BE USED IN PLACE OF CLASS B NON-SHRINK GROUT FOR ALL APPLICATIONS. APPLY CLASS A GROUT TO ANNULAR SPACES, SPECIFICALLY WHERE PVC SANITARY SEWER CONNECTS TO PRECAST MANHOLES.
      - CLASS B NON-SHRINK GROUT SHALL BE USED FOR THE REPAIR OF ALL HOLES AND DEFECTS IN CONCRETE MEMBERS WHICH ARE NOT WATER-BEARING AND NOT IN CONTACT WITH SOIL OR OTHER FILL MATERIAL.

2. EPOXY GROUT:
   a. EPOXY GROUT SHALL BE A POURABLE, NON-SHRINK, 100-PERCENT SOLIDS SYSTEM. THE EPOXY GROUT SYSTEM SHALL HAVE 3 COMPONENTS: RESIN, HARDENER, AND SPECIALLY BLENDED AGGREGATE, ALL PREMEASURED AND PREPACKAGED. THE RESIN COMPONENT SHALL NOT CONTAIN ANY NON-REACTIVE DILUENTS. RESINS CONTAINING BUTYL GLYCIDYL ETHER (BGE) OR OTHER HIGHLY VOLATILE AND HAZARDOUS REACTIVE DILUENTS ARE NOT ACCEPTABLE. VARIATION OF COMPONENT RATIOS IS NOT PERMITTED UNLESS SPECIFICALLY RECOMMENDED BY THE MANUFACTURER. MANUFACTURER'S INSTRUCTIONS SHALL BE PRINTED ON EACH CONTAINER IN WHICH THE MATERIALS ARE PACKAGED.

GROUT (CONT.)

   b. THE CHEMICAL FORMULATION OF THE EPOXY GROUT SHALL BE THAT RECOMMENDED BY THE MANUFACTURER FOR THE PARTICULAR APPLICATION.
   c. THE MIXED EPOXY GROUT SYSTEM SHALL HAVE A MINIMUM WORKING LIFE OF 45 MINUTES AT 75 DEGREES F. AND SHALL MEET THE REQUIREMENTS OF CRD C621.
   d. THE EPOXY GROUT SHALL DEVELOP A COMPRESSIVE STRENGTH OF 5,000 PSI IN 24 HOURS AND 10,000 PSI IN 7 DAYS WHEN TESTED IN ACCORDANCE WITH ASTM C579, METHOD B. THERE SHALL BE NO SHRINKAGE (ZERO PERCENT) AND A MAXIMUM 4.0 PERCENT EXPANSION WHEN TESTED IN ACCORDANCE WITH ASTM C827.
   e. APPLICATION: EPOXY GROUT SHALL BE USED TO EMBED ALL ANCHOR BOLTS AND REINFORCING STEEL REQUIRED TO BE SET IN GROUT, AND FOR ALL OTHER SPECIFIED APPLICATIONS.

3. CEMENT GROUT:
   a. CEMENT GROUT SHALL BE COMPOSED OF ONE PART CEMENT, 3 PARTS SAND, AND THE MINIMUM AMOUNT OF WATER NECESSARY TO OBTAIN THE DESIRED CONSISTENCY. WHERE NEEDED TO MATCH THE COLOR OF ADJACENT CONCRETE, WHITE PORTLAND CEMENT SHALL BE BLENDED WITH REGULAR CEMENT AS NEEDED. THE MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS SHALL BE 4,000 PSI.
   b. CEMENT SHALL BE AS SPECIFIED IN SECTION 02537, "PRECAST CONCRETE MANHOLES."
   c. CEMENT GROUT SHALL NOT BE USED AS CONTACT GROUT FOR FILLING VOIDS CREATED DURING A TUNNEL OR SHAFT EXCAVATION.

4. FLOWABLE CEMENT GROUT
   a. FLOWABLE CEMENT GROUT: MINIMUM PENETRATION RESISTANCE OF 10 PSI IN 24 HOURS WHEN TESTED IN ACCORDANCE WITH ASTM C403 AND A 28-DAY UNCONFINED COMPRESSIVE STRENGTH OF 45-165 PSI.
   b. APPLICATION:
      - VOID SPACES BETWEEN THE EARTH AND THE CASING PIPE.
      - INTERSTITIAL SPACE BETWEEN THE CASING PIPE AND CARRIER PIPE.

5. LOW VISCOSITY (PERMEATION) GROUT AND FAST SETTING INJECTED GROUT
   a. LOW VISCOSITY GROUT SHALL BE INJECTED TO PROVIDE STABILIZATION FOR THE FOLLOWING CONDITIONS:
      - STABILIZE EXISTING UTILITY PIPELINES DURING TRENCHING AND EXCAVATION ACTIVITIES TO PREVENT DESTABILIZATION OF MATERIALS WHEN EXPOSED IN VERTICAL EXCAVATIONS.
      - STABILIZE MATERIALS THAT WOULD BE SUBJECT TO VIBRATION DENSIFICATION DURING NEARBY SHEET PILE DRIVING OR CONSTRUCTION ACTIVITY.
      - PREVENT POROUS AND PERMEABLE MATERIALS FROM TRANSMITTING PERCHED GROUNDWATER INTO PROJECT EXCAVATIONS.
   b. THE LOW VISCOSITY GROUT SHALL CONSIST OF PORTLAND CEMENT, WATER, AND FLUIDIZER ADDITIVES.
   c. GROUTING SHOULD COMPLETELY BIND THE GRANULAR MATERIAL INTO A SINGLE COHERENT GROUTED MASS (GROUTED PRISM).
   d. GROUT BATCH RECORDS SHALL INCLUDE TIME OF MIX, AMOUNT AND TYPE OF COMPONENTS USED, AND ANTICIPATED SET TIMES.
   e. FAST SETTING INJECTED GROUT SHALL BE USED IN ESTABLISHING BULKHEADS TO LIMIT THE SPREAD/FLOW OF LOW VISCOSITY GROUT. MIX ACCORDING TO THE FOLLOWING PROPORTIONS:
      - COMPONENT A:
        a. PORTLAND CEMENT TYPE I-II: 8 SACKS @ 94 LBS. PER SACK
        b. BENTONITE SUSPENDING AGENT: 0-50 LBS.
        c. PGA EXPANSION AGENT: 0-3 LBS.
      - COMPONENT B:
        a. SODIUM SILICATE: 40 GALLONS
        b. WATER

6. NEAT CEMENT GROUT
   a. APPLICATION: USE FOR DEWATERING WELL ABANDONMENT.
   b. MIX ACCORDING TO THE FOLLOWING RATIO:
      - 94 LBS. PORTLAND TYPE II CEMENT
      - GALLONS CLEAN WATER
      - UP TO 5% BENTONITE POWDER OR CHIPS

7. PRESSURE GROUTING EQUIPMENT
   a. PRESSURE GROUTING EQUIPMENT SHALL INCLUDE A MIXER AND HOLDOVER AGITATOR TANKS. GAGES SHALL BE PROVIDED TO INDICATE PRESSURE USED. THE MIXER SHALL BE PROVIDED WITH A METER CAPABLE OF INDICATING TO ONE-TENTH OF A CUBIC FOOT THE VOLUME OF GROUT USED. THE GROUT PUMP SHALL BE CAPABLE OF PUMPING LOW VISCOSITY GROUT.

8. CONSISTENCY
   a. THE CONSISTENCY OF GROUTS SHALL BE THAT NECESSARY TO COMPLETELY FILL THE SPACE TO BE GROUTED FOR THE PARTICULAR APPLICATION. DRY PACK CONSISTENCY IS SUCH THAT THE GROUT IS PLASTIC AND MOLDABLE BUT WILL NOT FLOW. WHERE "DRY PACK" IS SPECIFIED, IT SHALL MEAN A GROUT OF THAT CONSISTENCY; THE TYPE OF GROUT TO BE USED SHALL BE AS SPECIFIED HEREIN FOR THE PARTICULAR APPLICATION.

9. MEASUREMENT OF INGREDIENTS
   a. MEASUREMENTS FOR CEMENT GROUT SHALL BE MADE ACCURATELY BY VOLUME USING APPROPRIATE CONTAINERS. SHOVEL MEASUREMENT WILL NOT BE ALLOWED.
   b. PREPACKAGED GROUTS SHALL HAVE INGREDIENTS MEASURED BY MEANS RECOMMENDED BY THE MANUFACTURER.

10. GENERAL
   a. ALL SURFACE PREPARATION, CURING, AND PROTECTION OF CEMENT GROUT SHALL BE AS SPECIFIED IN SECTION 332538, "PRECAST CONCRETE STORM DRAIN STRUCTURES." THE FINISH OF THE GROUT SURFACE SHALL MATCH THAT OF THE ADJACENT CONCRETE.
   b. THE MANUFACTURER OF CLASS A NON-SHRINK GROUT AND EPOXY GROUT SHALL PROVIDE ON-SITE TECHNICAL ASSISTANCE UPON REQUEST.
   c. ALL MIXING, SURFACE PREPARATION, HANDLING, PLACING, CONSOLIDATION, AND OTHER MEANS OF EXECUTION FOR PREPACKAGED GROUTS SHALL BE DONE ACCORDING TO THE PRINTED INSTRUCTIONS AND RECOMMENDATIONS OF THE MANUFACTURER.

11. CONSOLIDATION
   a. GROUT SHALL BE PLACED IN SUCH A MANNER, FOR THE CONSISTENCY NECESSARY FOR EACH APPLICATION, SO AS TO ASSURE THAT THE SPACE TO BE GROUTED IS COMPLETELY FILLED.

12. APPLICATION
   a. PRIOR TO PLACEMENT OF ANY SUBSURFACE GROUT, CONTRACTOR SHALL NOTIFY USA TO MARK SUBSCRIBING SUBSURFACE UTILITIES IN THE VICINITY OF PLANNED EXCAVATIONS AND GROUTING. USE PROJECT DRAWINGS AND MAKE DETAILED SITE INSPECTIONS TO LOCATE EXISTING SUBSURFACE UTILITIES PRIOR TO BEGINNING GROUTING/EXCAVATION OPERATIONS.
   b. GROUTING IS TO BE DONE PRIOR TO SHORING INSTALLATION AND PRIOR TO ANY DEWATERING.
   c. GROUT MIX SHALL BE DESIGNED AND INJECTED AT PRESSURES THAT WILL NOT DAMAGE ADJACENT UTILITIES. NO HEAVE OF GROUND SURFACE SHALL BE ALLOWED AND ALL EXISTING UTILITIES, PIPELINES, AND STRUCTURES SHALL BE PROTECTED FROM DAMAGE DURING APPLICATION AND CURING OF GROUT. INSTALL TEMPORARY ELEVATION BENCHMARKS IN GROUTING AREAS AND AT SUITABLE DISTANCES OUTSIDE OF GROUTING AREAS TO PROVIDE REFERENCE CHECKS AGAINST EXISTING ELEVATIONS. MONITOR ELEVATIONS OF EXISTING IMPROVEMENTS INCLUDING UTILITIES DURING ALL GROUTING OPERATIONS AND MAINTAIN DAILY LOGS OF CUMULATIVE CHANGES IN BENCHMARK ELEVATIONS.
   d. PROVIDE CONSTANT MONITORING OF EXISTING GRAVITY UTILITIES TO VERIFY NO INFLOW OF GROUT DURING GROUT PUMPING OPERATIONS. IMMEDIATELY CEASE GROUT PUMPING IF INTRUSION OCCURS. CONTRACTOR IS RESPONSIBLE TO REMOVE GROUT FROM ANY AFFECTED UTILITIES.
   e. NOTIFY THE TOWN IMMEDIATELY IF ELEVATION CHANGES GREATER THAN 0.25 INCHES OCCUR AND IMMEDIATELY CEASE ALL WORK IN AND AROUND THE AFFECTED AREA. REVISE AND RESUBMIT GROUTING PLAN FOR REVIEW BY THE ENGINEER PRIOR TO CONTINUATION OF WORK IN THE AFFECTED AREA.
   f. PUMP GROUT THROUGH GROUT INJECTION CASINGS UNTIL GROUT RETURNS ARE NOTED IN THE NEXT ADJACENT PRE-DRILLED/DRIVE GROUT INJECTION CASING.
   g. COORDINATE GROUT INJECTION PRESSURES (ALWAYS TO BE LESS THAN PRESSURES THAT COULD DAMAGE EXISTING UTILITIES), GROUT FLUIDITY/SET TIMES, AND GROUT INJECTION CASING LAYOUT DIMENSIONS.
   h. MAINTAIN DAILY LOG OF GROUTING OPERATIONS INCLUDING GROUT INJECTION CASING NUMBER, LOCATION, GROUTING PRESSURE AND RATE, STAGE DEPTH, AND GROUT QUANTITY AND BATCH USED.

GROUT (CONT.)

   i. SAMPLES SHALL BE TAKEN FROM EACH BATCH MIXED AND PROPERLY IDENTIFIED, STORED, AND TESTED TO VERIFY THAT COMPRESSIVE STRENGTH IS WITHIN SPECIFIED RANGE.
   j. DURING AND UPON COMPLETION OF GROUTING, THE WORK AREA SHALL BE CLEANED AND RESTORED TO ORIGINAL CONDITION INCLUDING ADEQUATE DISPOSAL OF ALL GENERATED WASTE AND WASTEWATER.
   k. REPAIR THE TOP OF EACH GROUT INJECTION HOLE TO MATCH EXISTING PAVEMENT GRADE.

MEASUREMENT AND PAYMENT

1. FULL COMPENSATION FOR FURNISHING ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, AND INCIDENTALS AND FOR DOING ALL THE WORK INVOLVED IN GROUTING, INCLUDING MOBILIZATION, AS SHOWN ON THE PLANS, AS SPECIFIED IN THE 2024 CALTRANS STANDARD SPECIFICATIONS AND THESE SPECIFICATIONS, AND AS DIRECTED BY THE ENGINEER, SHALL BE CONSIDERED INCIDENTAL TO "REMOVE & REPLACE EXISTING 36" CMP WITH NEW 36" HDPE CORRUGATED DUAL-WALL (TYPE S) BY OPEN TRENCH METHOD" (BID ITEM 5).

DEWATERING

GENERAL

1. DEWATERING MAY BE REQUIRED FOR TRENCHING, DRILLING, AND OTHER WORK REQUIRING EXCAVATION. CONTRACTOR SHALL IMPLEMENT A GROUNDWATER MANAGEMENT PLAN WHICH INCLUDES THE FOLLOWING:
   a. KEEP ALL EXCAVATIONS, INCLUDING DRILLED SHAFT FOUNDATIONS, REASONABLY FREE FROM WATER DURING CONSTRUCTION.
   b. DISPOSAL OF WATER SHALL NOT DAMAGE PROPERTY OR CREATE A PUBLIC NUISANCE.
   c. HAVE ON HAND PUMP EQUIPMENT AND MACHINERY IN GOOD WORKING CONDITION FOR EMERGENCIES AND WORKMEN AVAILABLE FOR ITS OPERATION.
   d. DEWATERING SYSTEMS SHALL OPERATE CONTINUOUSLY UNTIL FOUNDATIONS ARE POURED OR TRENCHES ARE BACKFILLED.
   e. GROUNDWATER SHALL BE CONTROLLED TO PREVENT SOFTENING OF THE BOTTOM OF EXCAVATIONS, OR FORMATION OF "QUICK" CONDITIONS.
   f. DEWATERING SYSTEMS SHALL NOT REMOVE NATURAL SOILS.
   g. CONTROL SURFACE RUNOFF TO PREVENT ENTRY OR COLLECTION OF WATER IN EXCAVATIONS.
   h. RELEASE OF GROUNDWATER SHALL BE CONTROLLED TO PREVENT DISTURBANCE OF THE NATURAL FOUNDATION SOILS OR COMPACTED FILL.
   i. THERE SHALL BE NO DISCHARGE OF TURBID WATER ON SITE.
   j. DISCHARGE OR DISPOSAL OF WATER SHALL BE CONTROLLED TO PREVENT EROSION ALONG ROADWAY EMBANKMENTS. EROSION CONTROL BMPS SUCH AS RIP RAP AND WATTLES SHALL BE IMPLEMENTED FOR THIS PURPOSE.
   k. DEWATERING EFFLUENT SHALL NOT BE DISCHARGED INTO TOWN SANITARY SEWER SYSTEM WITHOUT PRIOR APPROVAL FROM ENGINEER.

SUBMITTALS

1. DEWATERING PLAN SHALL BE SUBMITTED TO THE TOWN FOR REVIEW PRIOR TO THE START OF WORK.

MEASUREMENT AND PAYMENT

1. FULL COMPENSATION FOR FURNISHING ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, AND INCIDENTALS NECESSARY TO PREPARE, SUBMIT, REVISE, AND IMPLEMENT THE APPROVED DEWATERING PLAN, AND FOR DOING ALL THE WORK INVOLVED IN PROVIDING DEWATERING, INCLUDING MOBILIZATION, AS SHOWN ON THE PLANS, AS SPECIFIED IN THE 2024 CALTRANS STANDARD SPECIFICATIONS AND THESE SPECIFICATIONS, AND AS DIRECTED BY THE ENGINEER, SHALL BE CONSIDERED INCIDENTAL TO "REMOVE & REPLACE EXISTING 36" CMP WITH NEW 36" HDPE CORRUGATED DUAL-WALL (TYPE S) BY OPEN TRENCH METHOD" (BID ITEM 5).

EXCAVATION SAFETY AND SHORING

GENERAL

1. THIS WORK SHALL CONSIST OF FURNISHING AND INSTALLING TEMPORARY SHEETING, SHORING, BENCHING, AND BRACING IN ACCORDANCE WITH OSHA REQUIREMENTS AND THE CONSTRUCTION SAFETY ORDERS OF THE STATE OF CALIFORNIA, PURSUANT TO SECTION 6707 OF THE CALIFORNIA LABOR CODE.

2. THIS WORK INCLUDES, BUT IS NOT LIMITED TO, THE FOLLOWING: SHORING PLANS AND CALCULATIONS (PREPARED BY A CALIFORNIA- LICENSED CIVIL OR STRUCTURAL ENGINEER), INSTALLING AND MAINTAINING SHORING, BRACING, SHIELDING, AND SHEETING, AND INCLUDE CONFORMANCE TO APPLICABLE SAFETY ORDERS, AND ANY NECESSARY SUBSURFACE INVESTIGATIONS, AS SHOWN ON THE PLANS, AS SPECIFIED IN THE STANDARD SPECIFICATIONS AND THESE SPECIFICATIONS, AND AS DIRECTED BY THE ENGINEER.

3. "EXCAVATION SAFETY" SHALL CONFORM TO SECTION 7-1.02K(6)(B) OF THE 2024 CALTRANS STANDARD SPECIFICATIONS AND THESE SPECIFICATIONS.

SUBMITTALS

1. SHEETING, SHORING, BENCHING, AND BRACING PLANS AND CALCULATIONS SHALL BE SIGNED AND SEALED BY A CALIFORNIA REGISTERED PROFESSIONAL ENGINEER AND SUBMITTED TO THE TOWN FOR REVIEW PRIOR TO THE START OF WORK.

EXECUTION

1. THIS WORK SHALL CONSIST OF FURNISHING AND INSTALLING TEMPORARY SHEETING, SHORING, BENCHING, AND BRACING IN ACCORDANCE WITH THE REQUIREMENTS OF OSHA AND THE CONSTRUCTION SAFETY ORDERS OF THE STATE OF CALIFORNIA, PURSUANT TO THE PROVISIONS OF SECTION 6707 OF THE CALIFORNIA LABOR CODE. SHEETING, SHORING, BENCHING, AND BRACING PLANS AND CALCULATIONS SHALL BE SIGNED AND SEALED BY A CALIFORNIA REGISTERED PROFESSIONAL ENGINEER AND SUBMITTED TO THE TOWN PRIOR TO THE START OF WORK.

2. ATTENTION IS DIRECTED TO THE REQUIREMENTS IN SECTION 6705 OF THE LABOR CODE CONCERNING TRENCH EXCAVATION SAFETY PLANS. EXCAVATIONS SHALL BE ADEQUATELY SHORED AND BRACED SO THAT THE EARTH WILL NOT SLIDE, MOVE, OR SETTLE AND SO THAT ALL EXISTING IMPROVEMENTS OF ANY KIND WILL BE FULLY PROTECTED FROM DAMAGE.

3. ATTENTION IS CALLED TO ARTICLE 6 OF "CONSTRUCTION SAFETY ORDERS" OF THE CALIFORNIA DIVISION OF INDUSTRIAL SAFETY, THAT THE CONTRACTOR IS REQUIRED BY LAW TO OBEY AND WHICH ARE ADOPTED BY REFERENCE AS PART OF THESE SPECIAL PROVISIONS. ATTENTION IS DIRECTED TO PUBLIC CONTRACT CODE SECTION 7104, WHICH REQUIRES THE CONTRACTOR TO PROMPTLY NOTIFY THE TOWN OF LOS GATOS WHEN WORKING ON A CONTRACT INVOLVING THE DIGGING OF TRENCHES OR EXCAVATIONS IN EXCESS OF FOUR FEET BELOW THE SURFACE, AND WHEN ANY OF THE FOLLOWING ARE ENCOUNTERED:
   a. MATERIAL THAT THE CONTRACTOR BELIEVES MAY BE HAZARDOUS WASTE, AS DEFINED IN SECTION 25117 OF THE HEALTH AND SAFETY CODE THAT IS REQUIRED TO BE REMOVED TO A CLASS I, CLASS II, OR CLASS III DISPOSAL SITE IN ACCORDANCE WITH THE PROVISIONS OF EXISTING LAW.
   b. SUBSURFACE OR LATENT PHYSICAL CONDITIONS AT THE SITE DIFFERING FROM THOSE INDICATE
   c. UNKNOWN PHYSICAL CONDITIONS AT THE SITE OF ANY UNUSUAL NATURE, DIFFERENT MATERIALLY FROM THOSE ORDINARILY ENCOUNTERED AND GENERALLY RECOGNIZED AS INHERENT IN WORK OF THE CHARACTER PROVIDED FOR THE CONTRACT. SUCH NOTIFICATION SHALL BE IN WRITING AND SHALL BE SUBMITTED TO THE ENGINEER PRIOR TO DISTURBING ANY OF THE ABOVE CONDITIONS.
   d. ENTRY AND RECEIVING PITS SHALL CONFORM TO THE FOLLOWING REQUIREMENTS:
      - PROTECTED BY THE PLACEMENT OF A 6-FOOT CHAIN-LINK FENCE OR TYPE K BARRIER.
      - SHORING IN ACCORDANCE WITH CAL-OSHA REQUIREMENTS.

4. THE SHORING METHOD'S CHOICE SHALL BE LEFT TO THE CONTRACTOR'S JUDGMENT BASED ON EXPERIENCE, ECONOMIC CONSIDERATIONS, AND ADJACENT IMPROVEMENTS SUCH AS UTILITIES, PAVEMENTS, AND FOUNDATION LOADS. TEMPORARY SHORING SHOULD SUPPORT ADJACENT IMPROVEMENTS WITHOUT DISTRESS AND SHALL BE THE CONTRACTOR'S RESPONSIBILITY.

5. IN ADDITION TO SOIL EARTH PRESSURES, THE SHORING SYSTEM WILL NEED TO SUPPORT ADJACENT LOADS SUCH AS CONSTRUCTION VEHICLES AND INCIDENTAL LOADING, EXISTING STRUCTURE FOUNDATION LOADS, AND STREET LOADING. HEAVY CONSTRUCTION LOADS (CRANES, ETC.) AND MATERIAL STOCKPILES SHALL BE KEPT AT LEAST 15 FEET BEHIND THE SHORING. WHERE THIS LOADING CANNOT BE SET BACK, THE SHORING WILL NEED TO BE DESIGNED TO SUPPORT THE LOADING. THE SHORING DESIGNER SHALL PROVIDE FOR TIMELY AND UNIFORM MOBILIZATION OF SOIL PRESSURES THAT WILL NOT RESULT IN EXCESSIVE LATERAL DEFLECTIONS.

6. A CALIFORNIA-LICENSED CIVIL OR STRUCTURAL ENGINEER MUST DESIGN AND BE IN RESPONSIBLE CHARGE OF THE TEMPORARY SHORING DESIGN. THE CONTRACTOR IS RESPONSIBLE FOR MEANS AND METHODS OF CONSTRUCTION, AS WELL AS SITE SAFETY. TEMPORARY SHORING DESIGN CALCULATIONS SHALL BE SUBMITTED

EXCAVATION SAFETY (CONT.)

TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION. THE CONTRACTOR'S ATTENTION IS DIRECTED TO SECTION 7-1.02K(6) (A, B AND D), "OCCUPATIONAL SAFETY AND HEALTH STANDARDS" OF THE 2024 CALTRANS STANDARD SPECIFICATIONS AND THESE SPECIFICATIONS.

4. THE SHORING METHOD'S CHOICE SHALL BE LEFT TO THE CONTRACTOR'S JUDGMENT BASED ON EXPERIENCE, ECONOMIC CONSIDERATIONS, AND ADJACENT IMPROVEMENTS SUCH AS UTILITIES, PAVEMENTS, AND FOUNDATION LOADS. TEMPORARY SHORING SHOULD SUPPORT ADJACENT IMPROVEMENTS WITHOUT DISTRESS AND SHALL BE THE CONTRACTOR'S RESPONSIBILITY.

5. IN ADDITION TO SOIL EARTH PRESSURES, THE SHORING SYSTEM WILL NEED TO SUPPORT ADJACENT LOADS SUCH AS CONSTRUCTION VEHICLES AND INCIDENTAL LOADING, EXISTING STRUCTURE FOUNDATION LOADS, AND STREET LOADING. HEAVY CONSTRUCTION LOADS (CRANES, ETC.) AND MATERIAL STOCKPILES SHALL BE KEPT AT LEAST 15 FEET BEHIND THE SHORING. WHERE THIS LOADING CANNOT BE SET BACK, THE SHORING WILL NEED TO BE DESIGNED TO SUPPORT THE LOADING. THE SHORING DESIGNER SHALL PROVIDE FOR TIMELY AND UNIFORM MOBILIZATION OF SOIL PRESSURES THAT WILL NOT RESULT IN EXCESSIVE LATERAL DEFLECTIONS.

6. A CALIFORNIA-LICENSED CIVIL OR STRUCTURAL ENGINEER MUST DESIGN AND BE IN RESPONSIBLE CHARGE OF THE TEMPORARY SHORING DESIGN. THE CONTRACTOR IS RESPONSIBLE FOR MEANS AND METHODS OF CONSTRUCTION, AS WELL AS SITE SAFETY. TEMPORARY SHORING DESIGN CALCULATIONS SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION. THE CONTRACTOR'S ATTENTION IS DIRECTED TO SECTION 7-1.02K(6) (A, B AND D), "OCCUPATIONAL SAFETY AND HEALTH STANDARDS" OF THE 2024 CALTRANS STANDARD SPECIFICATIONS AND THESE SPECIFICATIONS.

MEASUREMENT AND PAYMENT

1. FULL COMPENSATION FOR FURNISHING ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, AND INCIDENTALS AND FOR DOING ALL THE WORK INVOLVED IN PROVIDING EXCAVATION SAFETY AND SHORING, INCLUDING MOBILIZATION, SHORING PLANS AND CALCULATIONS (PREPARED BY A CALIFORNIA-LICENSED CIVIL OR STRUCTURAL ENGINEER), INSTALLING AND MAINTAINING SHORING, BRACING, SHIELDING, AND SHEETING, AND INCLUDE CONFORMANCE TO APPLICABLE SAFETY ORDERS, AND ANY NECESSARY SUBSURFACE INVESTIGATIONS, AS SHOWN ON THE PLANS, AS SPECIFIED IN THE 2024 CALTRANS STANDARD SPECIFICATIONS AND THESE SPECIFICATIONS, AND AS DIRECTED BY THE ENGINEER, SHALL BE CONSIDERED INCIDENTAL TO "REMOVE & REPLACE EXISTING 36" CMP WITH NEW 36" HDPE CORRUGATED DUAL-WALL (TYPE S) BY OPEN TRENCH METHOD" (BID ITEM 5).

FLOW BYPASS SYSTEM

GENERAL

1. PERFORMANCE REQUIREMENTS
   a. IT IS ESSENTIAL TO THE OPERATION OF THE TOWN'S STORM DRAIN SYSTEM THAT THERE BE NO SERVICE INTERRUPTION FOR THE CUSTOMERS AND THAT THE FLOW OF STORM DRAIN THROUGHOUT THE DURATION OF THE PROJECT BE DONE IN A MANNER THAT DOES NOT ENDANGER PUBLIC HEALTH OR

FLOW BYPASS SYSTEM (CONT.)

5. PROVIDE EMERGENCY CONTACT NAMES AND PHONE NUMBERS OF CONTRACTOR'S SUPERVISOR AND PERSONNEL QUALIFIED TO REMEDIATE ANY DISRUPTION IN BYPASS PUMPING OPERATIONS.

6. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY MEANS TO SAFELY CONVEY THE SEWAGE PAST THE WORK AREA.

   IF PUMPING IS REQUIRED OUTSIDE NORMAL WORKING HOURS, GENERATORS SHALL BE "WHISPER QUIET" AND RATED FOR LOW NOISE RATE COMPLIANCE IN RESIDENTIAL NEIGHBORHOODS AND PER GOVERNING JURISDICTION. GENERATORS SHALL NOT PRODUCE NOISE SUCH THAT A REASONABLE PERSON OF NORMAL SENSITIVENESS RESIDING IN THE WORK AREA IS CAUSED DISCOMFORT OR ANNOYANCE. THE CONTRACTOR SHALL SUBMIT PROPOSED EQUIPMENT, INCLUSIVE OF DBA RATINGS TO THE ENGINEER FOR APPROVAL PRIOR TO USE.

5. PROVIDE EMERGENCY CONTACT NAMES AND PHONE NUMBERS OF CONTRACTOR'S SUPERVISOR AND PERSONNEL QUALIFIED TO REMEDIATE ANY DISRUPTION IN BYPASS PUMPING OPERATIONS.

6. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY MEANS TO SAFELY CONVEY THE STORM DRAINAGE PAST THE WORK AREA.

7. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE TOWN SHOULD A STORM DRAINAGE OVERFLOW (SDO) OCCUR AND TAKE ALL NECESSARY ACTIONS TO CONTROL, TO CONTAIN, AND TO CLEAN UP THE SPILLAGE TO THE SATISFACTION OF THE TOWN AND/OR OTHER GOVERNMENTAL AGENCY. IF STORM DRAINAGE IS SPILLED INTO PUBLIC OR PRIVATE PROPERTY, THE CONTRACTOR SHALL WASH DOWN, AND CLEAN UP THE SPILLAGE TO THE SATISFACTION OF THE PROPERTY OWNER, TOWN, AND/OR OTHER GOVERNMENTAL AGENCY.

QUALITY ASSURANCE

1. CONTRACTOR TO BE COMPLETELY RESPONSIBLE FOR ANY OVERFLOW OR SPILLAGE OF ANY MATERIAL DUE TO FAILURE OF ANY PORTION OF THE FLOW BYPASS SYSTEM.

2. CONTRACTOR SHALL PAY ALL FINES OR COSTS ASSOCIATED WITH SUCH SPILLAGES, THIS CONDITION IS IN ADDITION TO INDEMNIFICATION AND INSURANCE PROVISIONS DEFINED ELSEWHERE FOR THE WORK.

3. CONTRACTOR TO BE RESPONSIBLE FOR ANY CLEANUP OR RESTORATION RESULTING FROM SUCH SPILLAGES.

4. CONTRACTOR SHALL DEMONSTRATE THAT FLOW BYPASS SYSTEM PERFORMS IN CONFORMANCE WITH THESE REQUIREMENTS PRIOR TO PUTTING INTO USE. DEMONSTRATION SHALL REQUIRE ENGINEER'S CONCURRENCE FOR PROPER OPERATIONS.

5. CONTRACTOR SHALL PROVIDE FLOW BYPASS AROUND THE SECTION OF PIPE DESIGNATED FOR REHABILITATION. THE BYPASS SYSTEM SHALL BE MADE BY PLUGGING THE LINE AT AN EXISTING UPSTREAM MANHOLE(S) AND PUMPING THE FLOW INTO A DOWNSTREAM MANHOLE OR ADJACENT SYSTEM. THE PUMP AND BYPASS LINES SHALL BE OF ADEQUATE CAPACITY AND SIZE TO HANDLE THE FLOW.

FLOWS

1. CONTRACTOR TO VERIFY FLOWS FOR PROJECT AREA FLOW BYPASS. FLOW DATA, IF AVAILABLE, MAY BE REQUESTED BY THE CONTRACTOR FROM THE ENGINEER OR TOWN OF LOS GATOS.

PRODUCTS

1. PUMP SYSTEMS —PUMPS MAY BE GAS, ELECTRIC, OR DIESEL POWERED.
   a. PUMPS MAY BE END SUCTION OR SUBMERSIBLE.

   b. BYPASS PIPING SHALL BE RUBBER GASKETED, WITH A MINIMUM PRESSURE RATING OF 50 PSI AND NO VISIBLE LEAKS UNDER OPERATING CONDITIONS. PIPE SUPPORTS, THRUST RESTRAINTS AND VALVES SHALL BE PROVIDED, INCLUDING AN AIR VALVE AT THE HIGH POINT. PIPING SHALL BE SUFFICIENTLY RESTRAINED AND SUPPORTED TO PREVENT MOVEMENT DURING PUMP CYCLING. LAY FLAT RUBBER HOSE SHALL NOT BE USED.

   c. TEMPORARY FENCING, GATES, LOCKS AND SCREENING SHALL BE PROVIDED TO PROTECT AND SCREEN THE EQUIPMENT FROM THE PUBLIC, AND MAINTAIN SECURITY FOR ALL PROPERTIES WHOSE SECURITY IS AFFECTED BY THE BYPASS FLOW SYSTEM. CONTRACTOR SHALL PROVIDE THE TOWN WITH KEYS TO ALL LOCKS.

EXECUTION

1. BYPASS PUMPING AND FLOW DIVERSION SHALL BE MONITORED AT ALL TIMES BY A COMPETENT PERSON FAMILIAR WITH THE PUMPING EQUIPMENT AND THE FLOW BYPASS SYSTEM INCLUDING PEDESTRIAN AND VEHICLE TRAFFIC CONTROL.

2. CONTRACTOR SHALL CONFORM TO ALL SAFETY PROVISIONS PERTAINING TO CONFINED SPACE ENTRY WHEN ENTERING ANY CONFINED SPACE INCLUDING BUT NOT LIMITED TO PIPES, MHS, AND TANKS.

3. ALL BYPASSING WILL REQUIRE COORDINATION WITH TOWN STAFF AT LEAST 48 HOURS IN ADVANCE. SYSTEM OUTAGES ARE NOT PERMITTED.

4. TOWN OF LOS GATOS DOES NOT ALLOW STORM DRAIN BLOCKAGE OR BYPASSING 36 HOURS BEFORE A FORECASTED RAIN EVENT AND 36 HOURS AFTER A RAIN EVENT.

MEASUREMENT AND PAYMENT

1. FULL COMPENSATION FOR FURNISHING ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, AND INCIDENTALS, AND FOR DOING ALL THE WORK IN FLOW BYPASS SYSTEM, COMPLETE IN PLACE, INCLUDING, BUT NOT LIMITED TO, MOBILIZATION, BYPASS PLAN, FLOW CONTROL, DIVERSION OR BYPASS PUMPING, DEWATERING, PUMP SETUP, PLUGGING, FUEL/ELECTRICITY, MAINTENANCE, MONITORING WATER LEVELS, TESTING OF STORM BYPASS LINE, AND ALL OTHER WORK NECESSARY TO INSTALL THE STORM BYPASS, SHALL BE CONSIDERED INCIDENTAL TO "REMOVE & REPLACE EXISTING 36" CMP WITH NEW 36" HDPE CORRUGATED DUAL-WALL (TYPE S) BY OPEN TRENCH METHOD" (BID ITEM 5).

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS & DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE & CLIENT FOR WHICH IT WAS PREPARED. BELLECCI & ASSOCIATES, INC. SHALL NOT BE LIABLE FOR REUSE, ALTERATION, MODIFICATION, OR IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION.

K:\PROJECTS\2025\250380 VASONA STORM DRAIN\DWG\03 - PLAN SHEETS\BID PACKAGE 1\02 GENERAL.DWG PLOTTED BY: DARREN CHOY 9/4/2025 4:07 PM

TOWN OF LOS GATOS

ANNUAL STORM DRAIN IMPROVEMENTS PROJECT
VASONA STORM DRAIN REPLACEMENT(PHASE 1)
UNIVERSITY AVE APPR. 180' NORTH OF VASONA OAKS DR
GENERAL NOTES & SPECIFICATIONS
PROJECT NO. 25-816-0420
TOWN OF LOS GATOS, PARKS AND PUBLIC WORKS DEPARTMENT
41 MILES AVENUE, LOS GATOS, CA 95030

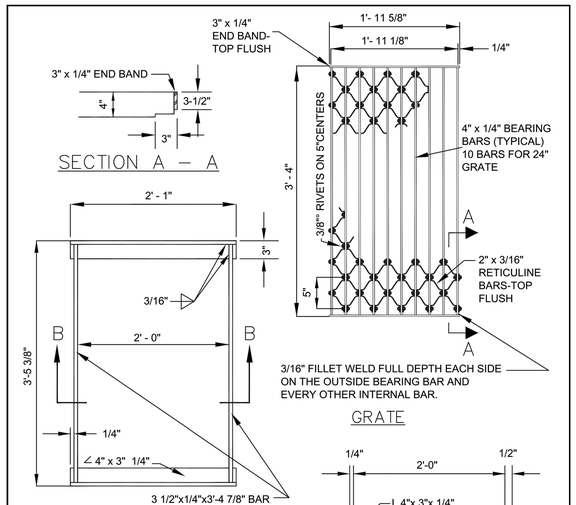
REGISTERED PROFESSIONAL ENGINEER * THOMAS J. HOPE * 18178 * CIVIL * STATE OF CALIFORNIA

DATE:	AUGUST 06, 2025
SCALE:	1:10
DESIGN:	TJH
DRAWN:	DGC
CHECK:	REB
ENGR:	TJH
PROJECT NO.:	25-816-0420

sanbell
Intelligent Infrastructure Enduring Communities.
sanbell.com
925 • 685 • 4569

◇	REVISIONS	BY	DATE

SHEET 06 OF 08

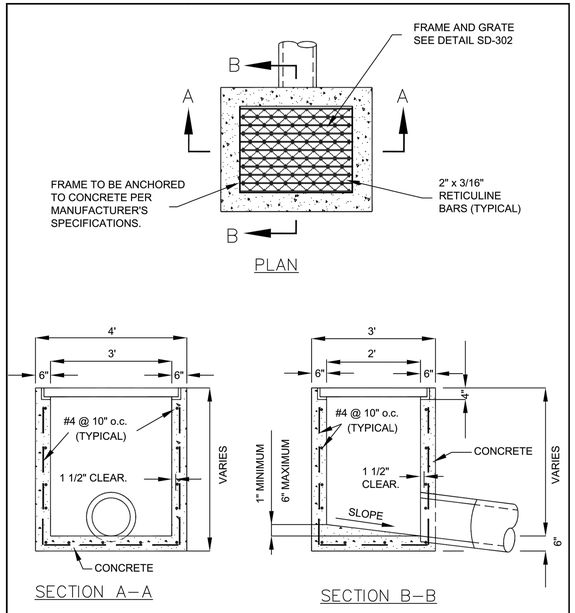


NOTE:

1. HINGED GRATE ONLY WHEN SPECIFIED.
2. PLACE GRATE BARS PARALLEL TO FLOW.
3. FRAME, GRATE AND ANCHORS SHALL BE GALVANIZED AFTER FABRICATION.
4. FRAME AND GRATE TO BE WELDED STEEL OR WRITTEN APPROVED ALTERNATIVE.

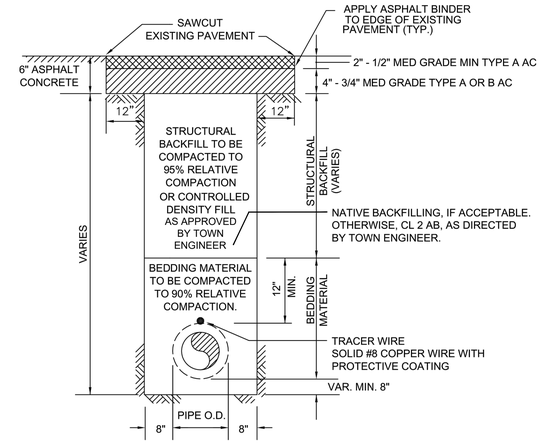
APPROVED BY	DATE		STD. PLAN NO.
	NOVEMBER 2010	RETICULINE FRAME & GRATE	SD-302
TOWN ENGINEER			

T:\GIS\PPW\TLG GENERAL\Standard Details\SD-302.dwg



APPROVED BY	DATE		STD. PLAN NO.
	NOVEMBER 2010	CATCH BASIN	SD-303
TOWN ENGINEER			

T:\GIS\PPW\TLG GENERAL\Standard Details\SD-303.dwg



APPROVED BY	DATE		STD. PLAN NO.
	NOVEMBER 2010	TRENCH DETAIL	SD-305
TOWN ENGINEER			

T:\GIS\PPW\TLG GENERAL\Standard Details\SD-305.dwg

BEDDING MATERIAL	
GRANULAR BEDDING MATERIAL REQUIREMENTS CALTRANS DURABILITY INDEX MINIMUM 30	
SIEVE SIZES	PERCENTAGE PASSING
1"	100
3/4"	90-100
3/8"	20-55
#4	0-10
#8	0-5

STRUCTURAL BACKFILL	
STRUCTURAL BACKFILL REQUIREMENTS PERCENT PASSING MINIMUM SAND EQUIVALENT OF 20	
SIEVE SIZES	PERCENTAGE PASSING
1-1/2"	100
3/4"	80-100
#4	30-60
#30	5-35
#200	0-12

NOTES:

1 ALL BACKFILL MATERIAL SHALL BE PLACED IN LIFTS NOT TO EXCEED 6 INCHES BEFORE COMPACTION UNLESS AUTHORIZED BY THE ENGINEER.

2 MECHANICAL COMPACTION OF BACKFILL MATERIAL SHALL NOT BEGIN UNTIL THE DEPTH OF COMPACTED BACKFILL MATERIAL IS 2 FEET ABOVE THE TOP OF PIPE.

3 EACH LIFT SHALL BE MECHANICALLY COMPACTED TO THE REQUIRED DENSITY PRIOR TO PLACING SUCCEEDING LIFTS OF BACKING MATERIAL.

4 COMPACTION TESTS SHALL BE AS REQUIRED BY THE TOWN CONSTRUCTION INSPECTOR, BUT IN NO CASE LESS THAN 2 TESTS EVERY 200 FT OF TRENCH. (ONE AT FINISH SUBGRADE AND ONE AT 50% OF TRENCH DEPTH).

5 IN-PLACE DENSITY WILL BE DETERMINED BY ONE OR MORE OF THE FOLLOWING METHODS.
(A) ASTM D1557, TEST FOR DENSITY OF SOIL IN-PLACE BY THE SAND CONE METHOD.
(B) ASTM D2922 - (NUCLEAR METHOD)

6 LABORATORY DENSITY WILL BE DETERMINED BY ASTM D1557, MOISTURE-DENSITY RELATIONS OF SOILS AND SOIL-AGGREGATE MIXTURES.

7 IF THE EDGE OF THE TRENCH FALLS WITHIN 3' OF THE GUTTER, THE ENTIRE PAVEMENT SHALL BE REMOVED TO THE GUTTER.

8 ON STEEP SLOPES, CONSTRUCT CLAY OR CONCRETE DAM THROUGH THE BEDDING MATERIAL AS DETERMINED BY TOWN ENGINEER.

9 FOR CONCRETE STREETS PLACE 6" CLASS A P.C.C. OVER 6" CLASS 2 A.B. FOR FINISHED SURFACE.

10 ALL TRENCH CONSTRUCTION SHALL BE IN COMPLIANCE WITH LATEST OSHA STANDARDS.

11 PLACE PERMANENT PAVEMENT WITHIN 30 DAYS AFTER BACKFILLING. INSTALL TEMPORARY AC TO FINISH GRADE UNTIL PERMANENT AC IS PLACED.

12 IF EXISTING AC SECTION IS LESS THAN 4", GRIND AC KEY TO FULL DEPTH OF EXISTING AC & REPLACE FULL DEPTH OF AC SECTION (3" MIN.)

13 IN PAVED STREETS, ALL CUTS SHALL BE SMOOTH & VERTICAL WITH THE AREA BEING GENERALLY RECTANGULAR. NATIVE MATERIAL MAY BE USED AS BACKFILL IF APPROVED BY TOWN ENGINEER. IF SAND BACKFILL IS USED, IT MUST BE WELL GRADED, TAMPED WITH VIBRATORY COMPACTOR & LIGHTLY JETTED, IF NECESSARY.

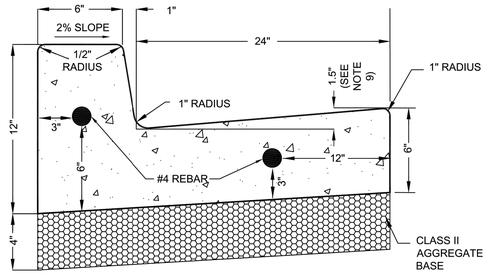
14 A SEMI-FINISHED SURFACE OF CUTBACK OR LOWERED CROSS-SECTION (MAX. LOWERED DEPTH, 1/2") OF ASPHALTIC CONCRETE WILL BE ALLOWED FOR A MAXIMUM OF 30 DAYS AFTER BACKFILLING TO ALLOW FOR SETTLING. CONTRACTOR SHALL PATCH ANY TIME THAT EXCESSIVE SETTLING OCCURS.

15 WITHIN 30 DAYS, CONTRACTOR SHALL RESTORE SURFACE TO ITS ORIGINAL CONDITION & BE RESPONSIBLE FOR ANY FURTHER SETTLING OR FAILURE FOR A MIN. OF 2 YEARS. IF CUTBACK IS USED AS A SEMI-FINISHED SURFACE, IT SHALL BE REMOVED BEFORE FINISHING. A 6" EDGE OF EXISTING AC SHALL BE REMOVED AROUND THE PERIMETER OF THE CUT BEFORE PLACEMENT OF ASPHALTIC CONCRETE.

16 A 6" COURSE OF CRUSHED ROCK BASE (1.5" MAX. AGGREGATE) & 3" ASPHALTIC CONRETE IS MIN. SURFACING TO BE RESTORED. NO RESTORATION SHALL BE LESS SUBSTANTIAL THAN EXISTING COMPOSITION. IN CASES OF CONCRETE STREETS, A 6" THICKNESS OF CONCRETE ON A 6" ROCK CUSHION IS THE MINIMUM STANDARD.

APPROVED BY	DATE		STD. PLAN NO.
	NOVEMBER 2010	TRENCH DETAIL NOTES	SD-306
TOWN ENGINEER			

T:\GIS\PPW\TLG GENERAL\Standard Details\SD-306.dwg



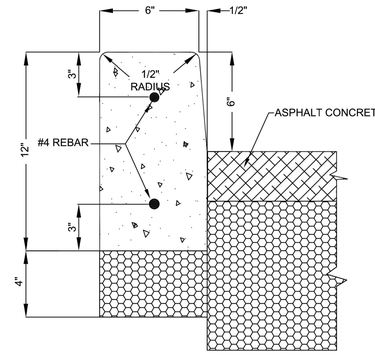
NOTES:

1. ALL RADII LESS THAN 100' SHALL USE FLEXIBLE WOOD OR METAL FORMS TO ELIMINATE ANGULAR POINTS AT 10' SECTION POINTS.
2. SAWCUT AND REMOVE 20 IN. (MIN.) STREET SECTION FOR CURB AND GUTTER INSTALLATION ON EXISTING STREETS.
3. 3/4" EXPANSION JOINTS TO BE PLACED AT DRIVEWAY SECTIONS, CURB RETURNS, CURB RAMPS & COLD JOINTS OR A MAX. OF 30' C/C. EXPANSION JOINTS SHALL PROTRUDE 1" BELOW THE BOTTOM OF GUTTER
4. THRU JOINTS SHALL BE PLACED ADJACENT TO CATCH BASINS, INLETS AT POINTS OF TANGENCY ON STREETS, AND AT ALLEY AND DRIVEWAY RETURNS. MAXIMUM SPACING SHALL BE 30' PRE-MOLDED JOINT FILLER, SHALL BE 1/2" WIDE AND CONFORM TO AASHTO DESIGN M213. DUMMY JOINTS SHALL BE PLACED EVERY 10'.
5. FINISHED WORK SHALL NOT VARY MORE THAN 1/8" IN GRADE AND 1/4" IN ALIGNMENT.
6. THE FINISHED CURB SHALL IMMEDIATELY BE SPRAYED WITH A TRANSPARENT CURING COMPOUND. CURB SHALL BE COVERED BY WATERPROOF PAPER OR PLASTIC MEMBRANE IN THE EVENT OF RAIN OR OTHER UNSUITABLE WEATHER. CURING TIME SHALL BE A MINIMUM OF 72 HOURS.
7. ALL CURB AND GUTTER SHALL BE PLACED ON A MIN. OF 4" AGGREGATE BASE CLASS II 95% MAX. COMPACTION ASTM D1557
8. #4 REBAR SHALL BE EXTENDED ALONG LENGTH OF THE CURB AND GUTTER
9. GUTTER PAN SLOPE SHALL NOT EXCEED 5% SLOPE AT PEDESTRIAN CURB RAMP ENTRY LOCATIONS. CONTRACTOR SHALL USE 1.2" (MAX) BETWEEN LIP OF GUTTER AND FLOWLINE AT THESE LOCATIONS.
10. ALL CONCRETE SHALL INCLUDE ONE (1) POUND OF LAMP BLACK PER CUBIC YARD OF CONCRETE.
11. ALL CURB AND GUTTER SHALL HAVE 2 #4 REBARS THE ENTIRE LENGTH AND EMBEDDED ON BOTH ENDS USING DOWELS (ONE DOWEL IN THE CENTER OF THE GUTTER, ONE DOWEL IN THE CENTER OF THE CURB.)

NOT TO SCALE

APPROVED BY	DATE		STD. PLAN NO.
	NOVEMBER 2010	CONCRETE CURB AND GUTTER	ST-210
TOWN ENGINEER			

T:\GIS\PPW\TLG GENERAL\Standard Details\ST-210.dwg



NOTES:

1. THE CONSTRUCTION NOTES OF STD. PLAN 210 APPLY TO CONCRETE VERTICAL CURB.

NOT TO SCALE

APPROVED BY	DATE		STD. PLAN NO.
	NOVEMBER 2010	CONCRETE VERTICAL CURB	ST-211
TOWN ENGINEER			

T:\GIS\PPW\TLG GENERAL\Standard Details\ST-211.dwg

TOWN OF LOS GATOS

ANNUAL STORM DRAIN IMPROVEMENTS PROJECT
VASONA STORM DRAIN REPLACEMENT(PHASE 1)
UNIVERSITY AVE APPR. 180' NORTH OF VASONA OAKS DR

DETAILS

PROJECT NO. 25-816-0420
TOWN OF LOS GATOS, PARKS AND PUBLIC WORKS DEPARTMENT
41 MILES AVENUE, LOS GATOS, CA 95030

PROFESSIONAL ENGINEER * VINCENT J. HERNANDEZ * 65178 * CIVIL * STATE OF CALIFORNIA

DATE:	AUGUST 06, 2025
SCALE:	1:10
DESIGN:	TJH
DRAWN:	DCC
CHECK:	REB
ENGR:	TJH
PROJECT NO.:	25-816-0420

BY	DATE	REVISIONS

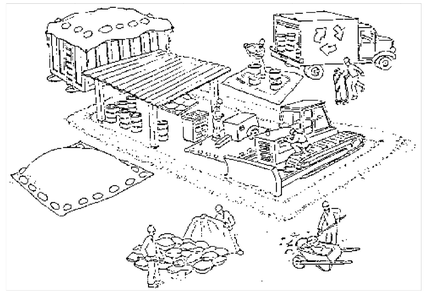
sanbell
Intelligent Infrastructure Enduring Communities.
sanbell.com
925 • 685 • 4569

SHEET 07 OF 08

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS & DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE & CLIENT FOR WHICH IT WAS PREPARED. BELLECCI & ASSOCIATES, INC. SHALL NOT BE LIABLE FOR REUSE, ALTERATION, MODIFICATION, OR IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION.

K:\PROJECTS\2025\250360 VASONA STORM DRAIN\DWG\03 - PLAN SHEETS\BID PACKAGE 1\05 DETAILS.DWG PLOTTED BY: DARREN CHOY 8/22/2025 8:06 AM

Pollution Prevention — It's Part of the Plan



Make sure your crews and subs do the job right!

Runoff from streets and other paved areas is a major source of pollution in San Francisco Bay. Construction activities can directly affect the health of the Bay unless contractors and crews plan ahead to keep dirt, debris, and other construction waste away from storm drains and local creeks. Following these guidelines will ensure your compliance with local ordinance requirements.

Materials storage & spill cleanup

Non-hazardous materials management

- ✔ Sand, dirt, and similar materials must be stored at least 10 feet from catch basins, and covered with a tarp during wet weather or when rain is forecast.
- ✔ Use (but don't overuse) reclaimed water for dust control as needed.
- ✔ Sweep streets and other paved areas daily. Do not wash down streets or work areas with water!
- ✔ Recycle all asphalt, concrete, and aggregate base material from demolition activities.
- ✔ Check dumpsters regularly for leaks and to make sure they don't overflow. Repair or replace leaking dumpsters promptly.

Hazardous materials management

- ✔ Label all hazardous materials and hazardous wastes (such as pesticides, paints, thinners, solvents, fuel, oil, and antifreeze) in accordance with city, state, and federal regulations.
- ✔ Store hazardous materials and wastes in secondary containment and cover them during wet weather.
- ✔ Follow manufacturer's application instructions for hazardous materials and be careful not to use more than necessary. Do not apply chemicals outdoors when rain is forecast within 24 hours.
- ✔ Be sure to arrange for appropriate disposal of all hazardous wastes.

Spill prevention and control

- ✔ Keep a stockpile of spill cleanup materials (rags, absorbents, etc.) available at the construction site at all times.
- ✔ When spills or leaks occur, contain them immediately and be particularly careful to prevent leaks and spills from reaching the gutter, street, or storm drain. Never wash spilled material into a gutter, street, storm drain, or creek!
- ✔ Report any hazardous materials spills immediately! Dial 911 or your local emergency response number.

Vehicle and equipment maintenance & cleaning

- ✔ Inspect vehicles and equipment for leaks frequently. Use drip pans to catch leaks until repairs are made; repair leaks promptly.
- ✔ Fuel and maintain vehicles on site only in a bermed area or over a drip pan that is big enough to prevent runoff.
- ✔ If you must clean vehicles or equipment on site, clean with water only in a bermed area that will not allow rinsewater to run into gutters, streets, storm drains, or creeks.
- ✔ Do not clean vehicles or equipment on-site using soaps, solvents, degreasers, steam cleaning equipment, etc.

Earthwork & contaminated soils

- ✔ Keep excavated soil on the site where it is least likely to collect in the street. Transfer to dump trucks should take place on the site, not in the street.
- ✔ Use hay bales, silt fences, or other control measures to minimize the flow of silt off the site.
- ✔ Avoid scheduling earth moving activities during the rainy season if possible. If grading activities during wet weather are allowed in your permit, be sure to implement all control measures necessary to prevent erosion.
- ✔ Mature vegetation is the best form of erosion control. Minimize disturbance to existing vegetation whenever possible.
- ✔ If you disturb a slope during construction, prevent erosion by securing the soil with erosion control fabric, or seed with fast-growing grasses as soon as possible. Place hay bales down-slope until soil is secure.
- ✔ If you suspect contamination (from site history, discoloration, odor, texture, abandoned underground tanks or pipes, or buried debris), call your local fire department for help in determining what testing should be done.
- ✔ Manage disposal of contaminated soil according to Fire Department instructions.

Dewatering operations

- ✔ Reuse water for dust control, irrigation, or another on-site purpose to the greatest extent possible.
- ✔ Be sure to call your city's storm drain inspector before discharging water to a street, gutter, or storm drain. Filtration or diversion through a basin, tank, or sediment trap may be required.
- ✔ In areas of known contamination, testing is required prior to reuse or discharge of groundwater. Consult with the city inspector to determine what testing to do and to interpret results. Contaminated groundwater must be treated or hauled off-site for proper disposal.

Saw cutting

- ✔ Always completely cover or barricade storm drain inlets when saw cutting. Use filter fabric, hay bales, sand bags, or fine gravel dams to keep slurry out of the storm drain system.
- ✔ Shovel, absorb, or vacuum saw-cut slurry and pick up all waste as soon as you are finished in one location or at the end of each work day (whichever is sooner!).
- ✔ If saw cut slurry enters a catch basin, clean it up immediately.

Paving/asphalt work

- ✔ Do not pave during wet weather or when rain is forecast.
- ✔ Always cover storm drain inlets and manholes when paving or applying seal coat, tack coat, slurry seal, or fog seal.
- ✔ Place drip pans or absorbent material under paving equipment when not in use.
- ✔ Protect gutters, ditches, and drainage courses with hay bales, sand bags, or earthen berms.
- ✔ Do not sweep or wash down excess sand from sand sealing into gutters, storm drains, or creeks. Collect sand and return it to the stockpile, or dispose of it as trash.
- ✔ Do not use water to wash down fresh asphalt concrete pavement.

Concrete, grout, and mortar storage & waste disposal

- ✔ Be sure to store concrete, grout, and mortar under cover and away from drainage areas. These materials must never reach a storm drain.
- ✔ Wash out concrete equipment/trucks off-site or designate an on-site area for washing where water will flow onto dirt or into a temporary pit in a dirt area. Let the water seep into the soil and dispose of hardened concrete with trash.

- ✔ Divert water from washing exposed aggregate concrete to a dirt area where it will not run into a gutter, street, or storm drain.
- ✔ If a suitable dirt area is not available, collect the wash water and remove it for appropriate disposal off site.

Painting

- ✔ Never rinse paint brushes or materials in a gutter or street!
- ✔ Paint out excess water-based paint before rinsing brushes, rollers, or containers in a sink. If you can't use a sink, direct wash water to a dirt area and spade it in.
- ✔ Paint out excess oil-based paint before cleaning brushes in thinner.
- ✔ Filter paint thinners and solvents for reuse whenever possible. Dispose of oil-based paint sludge and unusable thinner as hazardous waste.

BASMAA Bay Area Stormwater Management Agencies Association (BASMAA)
1-888-BAYWISE

Storm drain polluters may be liable for fines of up to $10,000 per day!

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS & DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE IS INTENDED ONLY FOR THE SPECIFIC PURPOSE & CLIENT FOR WHICH IT WAS PREPARED. BELLECCI & ASSOCIATES, INC. SHALL NOT BE LIABLE FOR REUSE, ALTERATION, MODIFICATION, OR IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION.

K:\PROJECTS\2025\2503B0 VASONA STORM DRAIN\DWG\03 – PLAN SHEETS\BID PACKAGE 1\05 DETAILS.DWG, PLOTTED BY DARREN CHOY 8/22/2025 8:06 AM

TOWN OF LOS GATOS

VASONA STORM DRAIN REPLACEMENT(PHASE 1)
ANNUAL STORM DRAIN IMPROVEMENTS PROJECT
UNIVERSITY AVE APPR. 180' NORTH OF VASONA OAKS DR

POLLUTION PREVENTION NOTES
PROJECT NO. 25-816-0420
TOWN OF LOS GATOS, PARKS AND PUBLIC WORKS DEPARTMENT
41 MILES AVENUE, LOS GATOS, CA 95030

PROFESSIONAL ENGINEER THOMAS J. HICKEY 69173 REGISTERED STATE OF CALIFORNIA

DATE: AUGUST 06, 2025
SCALE: 1:10
DESIGN: TJH
DRAWN: DCC
CHECK: REB
ENGR: TJH
PROJECT NO.:25-816-0420

sanbell
Intelligent Infrastructure Enduring Communities.
925 • 685 • 4569 sanbell.com

	BY	DATE
◇	REVISIONS	

SHEET 08 OF 08

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 9/16/2025
ITEM NO: 8

DATE: August 19, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Authorize the Town Manager to Purchase Replacement Police Department Mobile Data Computers from CDCE Incorporated for an Amount Not to Exceed $130,000.00**

RECOMMENDATION: Authorize the Town Manager to purchase replacement Police Department Mobile Data Computers (MDCs) from CDCE Incorporated for an amount not to exceed $130,000.00. The purchase will be made utilizing available budgeted funds through a cooperative purchasing agreement.

FISCAL IMPACT:

The total cost for the purchase of fourteen (14) MDC units and fourteen (14) Cradle Point Wi-Fi routers, including installation, and accessories, is $128,756.12, which was budgeted through the approved Town's Information Technology Internal Service Fund FY 2025-26 Budget.

STRATEGIC PRIORITY:

This item aligns with the strategic priority of emergency resiliency and response capabilities, along with prudent financial management and ensuring operating efficiencies and safety in Los Gatos. It also aligns with several of the Town's Core Goals, including Good Governance, Civic Engagement, Fiscal Stability, and Public Safety.

BACKGROUND:

Mobile Data Computers (MDCs) are essential technology tools used in field operations across various departments, enabling real-time access to mission-critical systems, including Computer-Aided Dispatch (CAD), Records Management Systems (RMS), GPS navigation, and direct

PREPARED BY: Sai Kim,
Chief Technology Officer

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Finance Director

communication with dispatch and other units. Officers utilize MDCs to see the status, location, and priority of incoming calls, the location of other Officers in the field, and receive National Law Enforcement Telecommunications System and California Law Enforcement Telecommunications System messages, among providing other important capabilities.

Seventeen (17) MDC units, Panasonic Toughbooks, were purchased in 2020 and are now reaching or have exceeded their useful service life. These units are experiencing outdated hardware, reduced battery efficiency, and incompatibility with updated software platforms and operating systems. Fourteen (14) of the MDC units were specifically assigned to each patrol vehicle in the patrol fleet and three (3) MDC units were assigned as mobile devices and shared between Community Service Officers.

DISCUSSION:

Police Department and IT staff researched several feasible MDC replacement options, an option of purchasing additional extended warranties, and seeking comparable products of other manufacturers as a part of the procurement process. Based on the original five-year service and warranty agreement with CDCE, purchasing extended warranties for each existing MDC was approximately $800 per unit per year (approximately $13,000 for one additional year of warranty).

The Department evaluated several options for MDC replacement and selected the Panasonic Toughbook as the preferred device due to its rugged build, backward compatibility with current mounting and docking infrastructure, and technical specifications that meet or exceed operational needs. In addition, the Panasonic Toughbook MDCs would be a direct replacement of existing MDCs and would not require additional costs for new MDC docking / charging platforms. The Panasonic Toughbook line has been a reliable and field-proven solution for the Police Department's mobile computing needs, known for its durability, performance in extreme environments, and long-term manufacturer support. After evaluating multiple vendors and solutions, staff determined that the Panasonic Toughbook CF-33 remains the most suitable and cost-efficient option for operational requirements.

Key features of the proposed replacement units include:

- Ruggedized design suitable for in-vehicle and field use
- Compatibility with existing mounts and docking stations (minimizing retrofitting costs)
- Enhanced processing power and memory for current applications
- Improved battery life and hot-swap capability
- 4G/5G connectivity and integrated Cradle Point GPS Wi-Fi modules
- Windows 11 Pro compatibility
- 5-year Protection Plus Warranty

The Police Department purchased its existing MDCs (Panasonic Toughbooks and Cradlepoint routers) from CDCE Incorporated in 2020 and in 2012. The company has an excellent history of supporting their MDCs with the Town and have even helped the Town diagnose problems with MDCs installed by other companies in the past. Based on anticipated tariff increases and potential manufacturing shortages, staff has identified that CDCE can meet product allocation and installation deadlines prior to upcoming regional events. In addition, CDCE is one of a few authorized vendors for both Panansonic and Cradlepoint products with integrated services such as hardware installation and warranties.

As a general rule the Town Code requires competitive bidding for any purchase of goods over $100,000. However, Town Code Section 2.50.130 sets forth exceptions for single source purchased when competitive bidding would not result in a lower price, and when the Twon is using a cooperative purchasing agreement (Subsection (b)(2), (3), and (6)). Each of those exceptions apply here. Therefore, the Town is seeking a single source purchase through CDCE using the cooperative competitive purchasing agreement rather than delaying the process to allow for a competitive bidding process. CDCE provided a comprehensive quote under the National Association of State Procurement Officials (NASPO) ValuePoint cooperative purchasing agreement, which allows the Town to procure the devices at a competitive and pre-negotiated rate without the need for a formal bid process.

The proposed procurement includes fourteen (14) MDC units to replace current MDCs across the Police Department vehicle fleet, along with required accessories, extended warranties, and installation services. The Town will maintain the existing equipment as surplus and backup equipment to minimize any downtime of future repairs or unanticipated replacements. There are no additional ongoing costs for this purchase, and staff anticipates the MDCs will maintain optimal performance and durability for the next five years.

CONCLUSION

Based on the cost-effective quote and history of positive technical support from CDCE Incorporated, staff recommends that the Town Council authorize the Town Manager to purchase replacement Police Department MDCs in an amount not to exceed $130,000. The scheduled replacement of MDCs is essential to maintaining effective field operations and ensuring the safety and efficiency of first responders. Purchasing from CDCE via cooperative contract ensures cost-effectiveness and continuity with our existing systems and support structure.

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

ATTACHMENTS:

1. CDCE Incorporated Sales Quote
2. NASPO ValuePoint Contract Documentation
3. Toughbook 33 Specification Sheet

Sales Quote

CDCE, Inc.
22641 Old Canal Road
Yorba Linda, CA 92887

Telephone: 800-373-5353

Sales Quote No.	123746-F
Customer No.	TOLOSGATPD

Bill To	Ship To
Town of Los Gatos Police Department Vendor#1204 PO Box 655 Los Gatos, CA 95031 United States	Town of Los Gatos Police Dept. 110 E. Main Street Los Gatos, CA 95030 United States
Contact: Accounts Payable **Telephone:** **E-mail:** ap@losgatosca.gov	**Contact:** John Zore **Telephone:** 408-761-4524 **E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number
08/11/25	UPS Ground	Destination	

Entered By	Salesperson	Ordered By	Payment Method
Andrew Delgado	Andrew Delgado	Jose Reyes	Net 30

Line Item	Order Qty	Part #	Description	Unit Price	Extended Price
1	14	CF-33YZ00SBM	Panasonic Toughbook CF-33 (see details below) Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16GB, Intel Iris Xe, 512GB OPAL SSD, Intel Wi-Fi 6E, Bluetooth, Dual Pass (Ch1:none/Ch2:none), Mic and Infrared 2MP Webcam, 8MP Rear Camera, Contactless SmartCard, Barcode, Standard Batteries (2), TPM 2.0, Flat	3,495.00	48,930.00
2	14	NA-210099	Premium Emissive Keyboard for CF-33 Mk3 ONLY (not compatible with mk1/mk2 tablets). Red Backlight (4 levels). USB-A 5 Gbps, USB-A 0.5 Gbps, HDMI, VGA, LAN, SDXC (full-size), Serial (USB), Power, Docking Connector, Kensington Lock. Includes Handle/Kickstand, MFG Part Number: CF-VEK335LMP	550.00	7,700.00
3	14	WR-105012	Protection Plus - ToughPad - 5 Years	586.00	8,204.00
4	16	LAB-32000i	Installation Customer Site	865.00	13,840.00

Print Date	08/11/25
Print Time	01:34:05 PM
Page No.	Page 1 of 3

Printed by Hubmate User: ADelgado

Continued on Next Page

Sales Quote

CDCE, Inc.
22641 Old Canal Road
Yorba Linda, CA 92887

Telephone: 800-373-5353

Sales Quote No.	123746-F
Customer No.	TOLOSGATPD

Bill To	Ship To
Town of Los Gatos Police Department Vendor#1204 PO Box 655 Los Gatos, CA 95031 United States	Town of Los Gatos Police Dept. 110 E. Main Street Los Gatos, CA 95030 United States
Contact: Accounts Payable **Telephone:** **E-mail:** ap@losgatosca.gov	**Contact:** John Zore **Telephone:** 408-761-4524 **E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number
08/11/25	UPS Ground	Destination	

Entered By	Salesperson	Ordered By	Payment Method
Andrew Delgado	Andrew Delgado	Jose Reyes	Net 30

Line Item	Order Qty	Part #	Description	Unit Price	Extended Price
5	14	ANT-941064	Parsec Belgian Shepherd Series 7-in-1 Antenna, Black 4 LTE, 2 WiFi, 1 GPS, 15 ft. cables, 600 MHz - 6 GHz. 1.25 inch bolt length, MFG Part Number: PRO7BS4L2WG15B	555.45	7,776.30
6	14	DM-400156	R1900 router with WiFi (5G modem) 5-yr NetCloud Mobile Performance Essentials Plan, no AC power supply or antennas, Global. MFG #: MB05-19005GB-GA	2,248.00	31,472.00
7	2	PR-320151	HAVIS Lite CF-33 Vehicle Dock with USB,RJ45,DB9,VGA MFG Part Number: HA-33LVDLT0	795.00	1,590.00

By signing, you are confirming not only your request to purchase, but also your authority to purchase the goods and services on this quote on behalf of the organization you represent. Signed quotes are de facto purchase orders and fall under the same terms and conditions of sale. If you choose to pay by credit card, you approve an additional 3% processing fee on total order for Visa/MC/Discover and 5% for American Express.

_____
Signature

_____
Print Name

_____
Date

Print Date	08/11/25
Print Time	01:34:05 PM
Page No.	Page 2 of 3

Printed by Hubmate User: ADelgado

Continued on Next Page

Sales Quote

CDCE, Inc.
22641 Old Canal Road
Yorba Linda, CA 92887

Telephone: 800-373-5353

Sales Quote No.	123746-F
Customer No.	TOLOSGATPD

Bill To	Ship To
Town of Los Gatos Police Department Vendor#1204 PO Box 655 Los Gatos, CA 95031 United States	Town of Los Gatos Police Dept. 110 E. Main Street Los Gatos, CA 95030 United States
Contact: Accounts Payable **Telephone:** **E-mail:** ap@losgatosca.gov	**Contact:** John Zore **Telephone:** 408-761-4524 **E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number
08/11/25	UPS Ground	Destination	

Entered By	Salesperson	Ordered By	Payment Method
Andrew Delgado	Andrew Delgado	Jose Reyes	Net 30

Line Item	Order Qty	Part #	Description	Unit Price	Extended Price
			Expected delivery within 4-6 weeks ARO. ETA to ship within 2-6 weeks ARO. This Quote Conforms to all Standards of the State of California NASPO Participating Addendum 7-20-70-47-02 AMENDMENT 1 DATA COMMUNICATIONS Utah NASPO ValuePoint Master Agreement Number AR3189 Agreement is extended from September 30, 2024, to September 30, 2026 Pan NASPO # MA23019 **Purchase orders must include the following:** **CDCE Quote#** **All part numbers** **Part Descriptions** **Quantities and price** **Sales Tax & Freight** **Bill to/Ship To** **Payment Terms** *****This quote is valid for 30 days from the stated Quote Date*****		

Print Date	08/11/25
Print Time	01:34:05 PM
Page No.	Page 3 of 3

Subtotal	119,512.30
Freight	228.00
9.250 % **Sales Tax**	9,015.82
Order Total	128,756.12

Printed by Hubmate User: ADelgado

DocuSign Envelope ID: F95706BF-7282-4AB8-B0D8-6298E823225C

NASPO ValuePoint Master Agreement No.: 23019

This Contract is between the State of Minnesota, acting through its Commissioner of Administration ("Lead State") and Panasonic Connect North America, Division of Panasonic Corporation of North America, whose designated business address is Two Riverfront Plaza, 9th Floor, Newark, NJ 07102-5490 ("Contractor"). State and Contractor may be referred to jointly as "Parties."

Recitals

1. The State of Minnesota, Department of Administration, Office of State Procurement, on behalf of the State of Minnesota and NASPO ValuePoint Cooperative Procurement Program ("NASPO ValuePoint") issued a solicitation to establish Minnesota NASPO ValuePoint Master Agreement(s) ("Contract") with qualified manufacturers for Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage, including related Peripherals & Services);

2. Contractor provided a response to the Solicitation indicating its interest in and ability to provide the goods or services requested in the Solicitation; and

3. Subsequent to an evaluation in accordance with the terms of the Solicitation and negotiation, the Parties desire to enter into a contract; and

4. That Contractor changed its name from Panasonic Corporation of North America (PNA), doing business as Panasonic System Solutions Company of North America (PSSNA) to Panasonic Connect North America, Division of Panasonic Corporation of North America during negotiations; and

5. All authorized governmental entities in any state or participating US Territory are welcome to use the resulting Master Agreement through NASPO ValuePoint with the approval of the State Chief Procurement Official. Upon final award of the overarching Master Agreement, Contractors are able to sign Participating Addendums (PA) at the option of Participating States. Participating States reserve the right to add state specific terms and conditions and modify the scope of the contract in their Participating Addendum as allowed by the Master Agreement.

Accordingly, the Parties agree as follows:

Contract

1. **Term of Contract**

a. Effective date. July 1, 2023, or the date the Lead State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

b. Expiration date. June 30, 2025. This Master Agreement may be extended for up to an additional 36 months, in increments as determined by the Lead State, through a duly executed amendment.

c. If, in the judgment of the Lead State, a follow-on, competitive procurement will be unavoidably delayed beyond the planned date of execution of the follow-on master agreement, this Master Agreement may be extended for a

DocuSign Envelope ID: F95706BF-7282-4AB8-B0D8-6298E823225C

reasonable period of time, not to exceed six months. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

2. **Representations and Warranties**

a. Under Minn. Stat. §§ 15.061 and 16C.03, subd. 3, and other applicable law the Lead State is empowered to engage such assistance as deemed necessary.

b. Contractor warrants that it is duly qualified and shall perform its obligations under this Master Agreement in accordance with the commercially reasonable standards of care, skill, and diligence in Contractor's industry, trade, or profession, and in accordance with the specifications set forth in this Master Agreement, to the satisfaction of the Lead State.

c. Contractor warrants that it possesses the legal authority to enter into this Master Agreement and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Master Agreement, or any part thereof, and to bind Contractor to its terms.

3. **Awarded Band(s)**

The solicitation included three product Bands: Band 1, Personal Computing Devices – Windows Operating Systems: Desktops, Laptops, Tablets; and Band 2, Personal Computing Devices – Non-Windows Operating Systems: Desktops, Laptops, Tablets; and Band 3, Servers and Storage. The Contractor is awarded the following Band(s):

Band 1, Personal Computer Devices – Windows Operating Systems
Band 2, Personal Computer Devices - Non-Windows Operating Systems

4. **Configuration Dollar Limits**

The following configuration limits apply to the Master Agreement. Participating Entities may define their configuration limits in their Participating Addendum. The Participating Entity's Chief Procurement Official may increase or decrease the configuration limits, as defined in their Participating Addendum. The Participating Entity will determine with the Contractor how to approve these modifications to the Product and Service Schedule.

The dollar limits identified below are based on a SINGLE computer/system configuration. This is NOT a restriction on the purchase of multiple configurations (e.g., an entity could purchase 10 laptops at $15,000 each, for a total purchase price of $150,000).

ITEM	CONFIGURATION
Band One	$15,000
Band Two	$15,000
Band Three	$1,000,000
Peripherals	$10,000
Services	Addressed in the Participating Addendum

5. **Restrictions**

The following restrictions apply to the Master Agreement. A Participating Entity may set further restrictions of products in their Participating Addendum. The Participating Entity will determine with the Contractor how to approve these modifications to the Entity's Product and Service Schedule.

a. Software

DocuSign Envelope ID: F95706BF-7282-4AB8-B0D8-6298E823225C

1. Software is restricted to operating systems and commercial off-the-shelf (COTS) software and is subject to equipment configuration limits.

2. Any software purchased must be related to the procurement of equipment.

3. Software must be pre-loaded or provided as an electronic link with the initial purchase of equipment, except for the exceptions allowed under Paragraph 5.a.4.

4. Software such as middleware which is not always installed on the equipment, but is related to storage and server equipment (Band 3) purchased, is allowed and may be procured after the initial purchase of equipment.

b. General Services

1. Services must be related to the procurement of equipment.

2. Service limits will be addressed by each State.

3. Wireless phone and internet service is not allowed.

4. Managed Print Services are not allowed.

c. Cloud Services

1. Cloud Services are restricted to Services that function as operating systems and software needed to support or configure hardware purchased under the scope of the contract and is subject to equipment configuration limits.

2. Any Cloud Service purchased must be related to the procurement of equipment.

d. Third-Party Products

1. Third-Party Products can be offered only in the Bands they have been awarded. All third-party products must meet the definition(s) of the Band(s) in which they are being offered.

2. Products manufactured by another Contractor holding a Minnesota NASPO ValuePoint Master Agreement for Computer Equipment cannot be offered unless approved by the Lead State.

e. Additional Product/Services

1. Hardware and software required to solely support wide area network (WAN) operation and management are not allowed.

2. Lease/Rentals of equipment may be allowed and will be addressed by each State.

3. Cellular Phone Equipment is not allowed.

4. EPEAT Bronze requirement may be waived, on a State case-by-case basis, if approved by the State’s Chief Procurement Officer. EPEAT Bronze requirement does not currently apply to storage.

DocuSign Envelope ID: F95706BF-7282-4AB8-B0D8-6298E823225C

6. **Authorized Representative**

a. Master Agreement Administrator. The Master Agreement Administrator designated by NASPO ValuePoint and the State of Minnesota, Department of Administration is Elizabeth Randa, Acquisition Management Specialist.

Elizabeth Randa, Acquisition Management Specialist
Department of Administration
Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
E-mail: elizabeth.randa@state.mn.us
Phone: 651.201.3122

b. Contractor's Authorized Representative. The Contractor's Authorized Representative is Solomon Surles III, Government Contracts Manager.

Solomon Surles III, Government Contracts Manager
Panasonic Connect North America, Division of Panasonic Corporation of North America
Two Riverfront Plaza, 9th Floor
Newark, NJ 07102-5490
Email: Solomon.SurlesIII@us.panasonic.com
Phone: 775.895.2401

If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify the Lead State.

7. **Notices**

If one party is required to give notice to the other under the Master Agreement, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. An email shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the Lead State shall be addressed to the Master Agreement Administrator.

8. **Exhibits**

The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits, or between Exhibits, the order of precedence is first the Contract, and then in the following order:

Exhibit A: NASPO ValuePoint Terms and Conditions
Exhibit B: Minnesota Terms and Conditions
Exhibit C: Requirement
Exhibit D: Price Schedule

9. **Survival of Terms:**

The following clauses survive the expiration or cancellation of this Master Agreement: Indemnification; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure. Any other Contract term that states it shall survive, shall survive.

10. **Entire Agreement**

This Contract and any written addenda thereto constitute the entire agreement of the parties to the Master Agreement.

1. Contractor

The Contractor certifies that the appropriate person(s) have executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

DocuSigned by:

Print name: Richard Elliot

549B07E1FBB7432...

Signature: Richard Elliot

Title: SVP Finance and Business Operations Date: 7/19/2023

2. State Agency

With delegated authority

DocuSigned by:

Print name: Elizabeth M. Randa

742DE739C8ED492...

Signature: Elizabeth M. Randa

Title: Acquisition Management Specialist Date: 7/19/2023

3. Commissioner of Administration

As delegated to The Office of State Procurement

DocuSigned by:

Print name: Andy Doran

68D02A26D7604BA...

Signature: Andy Doran

Title: IT Acquisitions Supervisor Date: 7/19/2023

DocuSign Envelope ID: F95706BF-7282-4AB8-B0D8-6298E823225C

Exhibit A: NASPO ValuePoint Master Agreement Terms and Conditions

1. **Conflict of Terms/Order of Precedence.**

a. Any order placed under this Master Agreement shall consist of the following documents:

1. A Participating Entity's Participating Addendum ("PA");

2. Minnesota NASPO ValuePoint Master Agreement, as negotiated, including all exhibits;

3. A Purchase Order issued against a PA (terms and conditions set forth in a Purchase Order will not be deemed to modify, diminish, or otherwise derogate the terms and conditions set forth in a Participating Addendum or Minnesota NASPO ValuePoint Master Agreement).

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

c. Contractor terms and conditions may be incorporated if expressly accepted by the Lead State and attached to the Master Agreement as an Exhibit or Attachment, or by written reference (including reference to information contained in a URL or referenced policy). A written reference, including by URL or policy, is incorporated into the Master Agreement only if the Master Agreement expressly identifies that reference. URL's must be explicitly referenced to be incorporated into the Master Agreement. URL's contained within the URL's that are explicitly referenced are not incorporated into the Master Agreement. Any Contractor term or condition incorporated by URL or written reference applies to this Master Agreement only to the extent such term or condition is not prohibited by applicable law. Any change to information contained in a URL or referenced policy will not affect any financial obligation, place any additional material obligation on an ordering entity, or materially diminish an ordering entity's ability to use the product or service.

d. A written Master Agreement (which may include the contents of the RFP and selected portions of Contractor's response incorporated therein by reference) will constitute the entire agreement of the parties to the Master Agreement. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the RFP, or terms listed or referenced on the Contractor's website not otherwise incorporated into the Master Agreement, in the Contractor quotation/sales order, or in similar documents subsequently provided by the Contractor.

e. Additional Agreement with NASPO. Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

2. **Definitions.**

a. **Acceptance** is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.

b. **Accessory** means a product that enhances the user experience but does not extend the functionality of the computer (e.g., mouse pad or monitor stand). For the purposes of this Contract, accessories are considered peripherals.

DocuSign Envelope ID: F95706BF-7282-4AB8-B0D8-6298E823225C

c. **_____ as a Service (_aaS)** refers to any good provided in a subscription-based model that is defined in the industry as "_____ as a Service". Examples are "Software as a Service", "Infrastructure as a Service", and "Storage as a Service", and shall follow the NIST definitions of those services. ____ as a Service are permitted only when they meet the restrictions found in Paragraph 5.c, above.

d. **Band** means a category of products. There are three product bands which may be awarded through this Contract. Each product band includes related peripherals and services.

e. **Components** are the parts that make up a computer configuration.

f. **Contractor** means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

g. **Configuration** means the combination of hardware and software components that make up the total functioning system.

h. **Customer** (see Purchasing Entity).

i. **Desktop** means a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: (1) the processor, 2) display monitor, and 3) input devices usually a keyboard and a mouse. Desktops, including desktop virtualization endpoints such as zero and thin clients, are included in Bands 1 and 2 of this Contract.

j. **Embedded Software** means one or more software applications which permanently reside on a computing device.

k. **Energy Star®** is a voluntary energy efficiency program sponsored by the U.S. Environmental Protection Agency. The Energy Star program makes it easy to identify energy efficient computers by labeling products that deliver the same or better performance as comparable models while using less energy and saving money. For additional information on the Energy Star program, including product specifications and a list of qualifying products, visit the Energy Star website at http://www.energystar.gov.

l. **EPEAT** is a type-1 ecolabel for identifying and purchasing sustainable IT products. EPEAT-registered products must meet sustainability criteria detailed in voluntary consensus-based standards that are free and publicly available on the Green Electronics Council's website at www.greenelectronicscouncil.org. Products are classified as Bronze, Silver, or Gold based on meeting criteria that address the life cycle of the products. Product life cycle includes material extraction, hazardous substance reduction, end-of-life management, packaging, and corporate sustainability. Only products listed as Active in the online EPEAT Registry are considered to meet the EPEAT criteria.

m. **FOB Destination** means that shipping charges are included in the price of the item and the shipped item becomes the legal property and responsibility of the receiver when it reaches its destination unless there is acceptance testing required.

n. **FOB Inside Delivery** means that shipping charges are included in the price of the item, and that the shipped item becomes the legal property and responsibility of the receiver when it reaches the inside delivery point, which is beyond the front door or loading dock. FOB Inside Delivery is a special shipping arrangement that may include additional fees payable by the Purchasing Entity. FOB Inside Delivery must be annotated on the Purchasing Entity ordering document.

DocuSign Envelope ID: F95706BF-7282-4AB8-B0D8-6298E823225C

o. **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

p. **Laptop** means a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad, and speakers in a single unit. A laptop can be used away from an outlet using a rechargeable battery. Laptops include notebooks, ultrabooks, netbooks, Zero and thin client devices, and computers with mobile operating systems. Laptops are included in Bands 1 and 2 of this Contract.

q. **Lead State** means the State centrally administering any resulting Master Agreement(s).

r. **Mandatory Requirement** is a requirement that the failure to meet results in the rejection of the responder's proposal unless all responders are unable to meet the mandatory requirement. The terms "must" and "shall" identify a mandatory requirement. Any objection to a mandatory requirement should be identified by responders in the Question and Answer period.

s. **Manufacturer** means a company that, as one of its primary business functions, designs, assembles, owns the trademark/patent for, and markets branded computer equipment.

t. **Master Agreement** means the underlying agreement executed by and between the Lead State, acting on behalf of NASPO ValuePoint, and the Contractor.

u. **Middleware** means the software "glue" that helps programs and databases (which may be on different computers) work together. The most basic function of middleware is to enable communication between different pieces of software.

v. **NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) limited liability company. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

w. **Option** means an item of equipment or a feature that may be chosen as an addition to or replacement for standard equipment and features.

x. **Order or Purchase Order** means any purchase order, sales order, contract or other method used by a Purchasing Entity to order the Products.

y. **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

z. **Participating Entity** means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.

aa. **Participating State** means a state that has executed a Participating Addendum.

DocuSign Envelope ID: F95706BF-7282-4AB8-B0D8-6298E823225C

bb. **Partner** means a company, authorized by the Contractor and approved by the Participating Entity, to provide marketing, support, or other authorized contract services on behalf of the Contractor in accordance with the terms and conditions of the Contractor's Master Agreement. A Partner may include, but is not limited to, an agent, subcontractor, fulfillment partner, channel partner, business partner, servicing subcontractor, etc.

cc. **Peripherals** means any hardware product that can be attached to, added within, or networked with personal computers, servers, or storage. Peripherals extend the functionality of a computer without modifying the core components of the system.

dd. **Per Transaction Multiple Unit Discount** means a contractual volume discount based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Participating Entity or multiple entities conducting a cooperative purchase.

ee. **Premium Savings Package(s) (PSP)** are deeply discounted standard configurations available to Purchasing Entities using the Master Agreement. NASPO ValuePoint reserves the right to expand and modify the PSP throughout the life of the contract. For more information see: https://www.naspovaluepoint.org/portfolio/57/.

ff. **Product** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

gg. **Purchasing Entity** means a state (including the District of Columbia and U.S. territories), city, county, district, other political subdivision of a state, other public entities domestic or foreign, and nonprofit organizations under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order under the terms of the Master Agreement, or any Participating Addendum thereto, and becomes financially committed to the purchase.

hh. **Ruggedized** means equipment specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures, and wet or dusty conditions. Ruggedized equipment may be proposed under the band that most closely fits the equipment being proposed.

ii. **Server** means computer hardware dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. Servers may be either physical or virtual. Servers, including server appliances, are included in Band 3 of this Contract. Server appliances have their hardware and software preconfigured by the manufacturer, and include embedded networking components such as those found in blade chassis systems.

jj. **Services** are broadly classified as installation or de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Agreement. These classifications of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or hardware components), asset management, recycling or disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk or helpdesk, imaging, and any other directly related technical support service required for the effective operation of a product offered or supplied. Contractors may offer limited professional services related ONLY to the equipment and configuration of the equipment purchased through the resulting contracts.

EACH PARTICIPATING ENTITY WILL DETERMINE RESTRICTIONS AND NEGOTIATE TERMS FOR SERVICES THROUGH THEIR PARTICIPATING ADDENDUM.

kk. **Software** means, for the purposes of this Contract, commercial operating off the shelf machine-readable object code instructions including microcode, firmware, and operating system software that meet the restrictions specified

DocuSign Envelope ID: F95706BF-7282-4AB8-B0D8-6298E823225C

in Paragraph 5.a. "Software" applies to all parts of software and documentation, including new releases, updates, and modifications of software.

ll. **Storage** means hardware or a virtual appliance with the ability to store large amounts of data. Storage, including SAN switching necessary for the proper functioning of storage equipment, is included in Band 3 of this Contract

mm. **Storage Area Network (SAN)** is a high-speed special-purpose network (or subnetwork) that interconnects different kinds of data storage devices with associated data servers on behalf of a larger network of users.

nn. **Tablet** means a mobile computer that provides a touchscreen that acts as the primary means of control. Tablets, including notebooks, ultrabooks, and netbooks with touchscreen capabilities, are included in Bands 1 and 2 of this Contract.

oo. **Takeback Program** means the Contractor's process for accepting the return of equipment or other products at the end of the product's life.

pp. **Thin Client** is a lightweight computer that has been optimized for establishing a remote connection with a server-based computing environment.

qq. **Third Party Product** is a good sold by the Contractor that is manufactured by another company. Third Party Products are intended to enhance or supplement a Contractor's own product line, and are not intended to represent more than a third of any Contractor's total sales under this Master Agreement.

rr. **Upgrade** means the replacement of existing software, hardware, or hardware component with a newer version.

ss. **Warranty** means the Manufacturer's general warranty tied to the product at the time of purchase.

tt. **Wide Area Network (WAN)** is a data network that serves users across a broad geographic area and often uses transmission devices provided by common carriers.

3. **Term of the Master Agreement.**

a. The initial term of this Master Agreement is for 2 years. This Master Agreement may be extended beyond the original contract period for 36 additional months at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

b. The Master Agreement may be extended for a reasonable period of time if in the judgment of the Lead State a follow-on, competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

4. **Amendments.**

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without a written amendment to the Master Agreement executed by the Contractor and Lead State as required by law. Master Agreement amendments will be negotiated by the Lead State with the Contractor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work.

5. **Participants and Scope.**

a. Canadian Participation. Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador,

DocuSign Envelope ID: F95706BF-7282-4AB8-B0D8-6298E823225C

Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

b. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

c. Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

d. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

e. NASPO and NASPO ValuePoint are not parties to the Master Agreement.

f. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.

g. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

h. Resale. "Resale" means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the Master Agreement, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees

DocuSign Envelope ID: F95706BF-7282-4AB8-B0D8-6298E823225C

associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

6. **Individual Customers.**
Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

7. **Independent Contractor.**
The Contractor is an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as an agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

8. **Contracting Personnel.**
Contractor must provide adequate contracting personnel to assist states with the completing and processing Participating Addenda. It is preferred that each Contractor be able to provide each Participating Entity with a primary contact person for that Participating Entity.

9. **Changes in Contractor Representation.**
The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. Such approval shall not be unreasonably withheld. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

10. **Contractor Verification.**
The Contractor is responsible for delivering products or performing services under the terms and conditions set forth in the Master Agreement. The Contractor must ensure partners utilized in the performance of this contract adhere to all the terms and conditions. The term Partner will be utilized in naming the relationship a Contractor has with another company to market and sell under the contract. Participating Entities will have final determination/approval if a Partner may be approved for that state in the role identified by the Contractor.

11. **Contractor Performance Meeting.**
An annual performance meeting may be held each year with the NASPO ValuePoint Sourcing Team. Historically performance meetings have been held in Minnesota, but the Lead State may hold the meetings in person or virtually at the Lead State's discretion.

All contractors that are invited to participate must send their Primary Account Representative, unless an exception is granted in writing by the Lead State. It is possible that not all contractors will be invited to participate in a performance meeting.

12. **Laws and Regulations.**
Any and all Products offered and furnished shall comply fully with all applicable Federal, State, and local laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination and business registration requirements of the Office of the Minnesota Secretary of State. To the extent any purchase is subject to Federal Acquisition Regulations, as

DocuSign Envelope ID: F95706BF-7282-4AB8-B0D8-6298E823225C

may be required by the terms of a federal grant, a Participating Entity and Contractor may include in their Participating Addendum terms that reflect such a requirement.

13. **Price and Rate Guarantee Period.**
All minimum discounts and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for minimum discount or rate adjustment must be for a guarantee period as offered by the Contractor, and must be made at least 30 days prior to the effective date. Requests for minimum discount or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to minimum discounts or rates will be allowed.

14. **Premium Savings Package Program.**
The Lead State reserves the right to create a Premium Savings Package Program (PSP) as outlined in the Definitions, Paragraph 2.ee of Exhibit A. Participation by Contractor is voluntary. The details and commitments of the PSP will be detailed as a part of any request for Contractor to participate.

15. **Services.**
Participating Entities must explicitly allow services in their Participating Addenda for the approved services to be allowed under that Participating Addendum. The Participating Addendum by each Participating Entity will address service agreement terms and related travel.

16. **Ordering.**

a. Master Agreement and purchase order numbers shall be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.

b. Purchasing Entities may define entity or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies or services contemplated by this Master Agreement.

d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

1. The service description or supplies being delivered;

2. The place and requested time of delivery;

3. A billing address;

DocuSign Envelope ID: F95706BF-7282-4AB8-B0D8-6298E823225C

4. The name, phone number, and address of the Purchasing Entity representative;

5. The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;

6. A ceiling amount of the order for services being ordered;

7. The Master Agreement identifier; and

8. Statement of Work, when applicable.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

17. **Trade-In.**

Any trade-in programs offered during the life of the Master Agreement must be approved by the Lead State. Participating Entities must explicitly allow trade-in programs in their Participating Addenda for the approved programs to be allowed under that Participating Addendum. Trade-in value shall not decrease the discounts offered through the Master Agreement.

18. **Shipping and Delivery.**

a. The prices are the delivered price to any Purchasing Entity via standard shipping as follows:

1. For large or custom builds, shipping is 30-45 days after receipt of order (ARO)

2. For in-stock products, shipping is 3-5 days ARO. If deployment services are required, shipping is 3-5 days after such services are rendered.

If an order is requested with expedited shipping, the Contractor must provide a firm "not to exceed" price for the expedited shipping on the quote. All deliveries shall be FOB Destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any

DocuSign Envelope ID: F95706BF-7282-4AB8-B0D8-6298E823225C

portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

b. Specific delivery instructions, including FOB Inside Delivery, will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to promptly notify the Purchasing Entity placing the Order.

c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipment shall be marked with the Purchasing Entity's Purchase Order number and other information sufficient for the Purchasing Entity to properly identify the shipment as outlined in the Participating Addendum of the Purchasing Entity.

19. **Inspection and Acceptance.**

a. Where the Master Agreement, a Participating Addendum, or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.

b. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and quality assurance requirements under this Master Agreement. Upon delivery, the Purchasing Entity shall have 30 days to inspect. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

c. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of services performed.

d. The warranty period shall begin upon Acceptance. The Purchasing Entity will make every effort to notify the Contractor, within thirty (30) calendar days following delivery, of non-acceptance of a Product or completion of Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31st day after delivery of Product or completion of Services. This clause shall not be applicable, if acceptance testing and corresponding terms have been mutually agreed to by both parties in writing.

e. Acceptance Testing may be explicitly set out in a Master Agreement to ensure conformance to an explicit standard of performance. Acceptance Testing means the process set forth in the Master Agreement for ascertaining that the Product meets the standard of performance prior to Acceptance by the Purchasing Entity. If Acceptance Testing is prescribed, this subsection applies to applicable Products purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Purchasing Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in this Master Agreement or the Participating Addendum, starting from the day after the Product is delivered or, if installed, the day after the Product is installed and

DocuSign Envelope ID: F95706BF-7282-4AB8-B0D8-6298E823225C

Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be deemed Accepted and no charges shall be paid until the standard of performance is met. The warranty period shall begin upon Acceptance.

20. **Title of Product.**

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include a license to use any Embedded Software in the Product, as follows:

a. To the extent that the Software sold under the Master Agreement is Commercial Off-the-Shelf Software, such Software is licensed, not sold, to the Purchasing Entity. The Contractor and its licensors reserve and retain all rights not expressly granted to the Purchasing Entity. No right, title or interest to any trademark, service mark, logo or trade name of Contractor or its licensors is granted to the Purchasing Entity. Licenses to such Software is provided in accordance with the terms of the manufacturer's written End User License Agreement tied to the product at the time of purchase unless otherwise negotiated between Purchasing Entity and the Contractor or the Licensor in a duly executed contract.

b. Contractor will perform services for the Purchasing Entity, subject to the following section pursuant to a fully executed Statement of Work entered into between the Purchasing Entity and the Contractor.

c. The Contractor grants the Purchasing Entity a perpetual, non-exclusive, royalty free the license in Contractor's pre-existing intellectual property that is contained in the products, materials, equipment or services, excluding software, that are purchased through this Master Agreement.

d. Any and all licensing, maintenance, cloud services, or order specific agreements referenced within the terms and conditions of this Master Agreement are agreed to only to the extent that the terms do not conflict with the terms of the Participating Addendum or the terms of the Master Agreement as incorporated into the Participating Addendum, and to the extent the terms are not in conflict with the Participating Entities' applicable laws. In the event of a conflict in the terms and conditions, the conflict shall be resolved as detailed in the Order of Precedence defined herein. Notwithstanding the foregoing, licensing, maintenance, cloud services agreements, or order specific agreements may be further negotiated by the Contractor or, if applicable, the Licensor, and the potential Purchasing Entity, provided the contractual documents are duly executed in writing.

21. **Warranty.**

The Contractor must ensure warranty service and maintenance for all equipment, including third party products provided. The Contractor must facilitate the Manufacturer or Publisher warranty and maintenance of third party products furnished through the Master Agreement. The Contractor shall provide the warranty service and maintenance for equipment and all peripherals on the Master Agreement.

22. **System Failure or Damage.**

In the event of system failure or damage caused by the Contractor or its Product, the Contractor shall use reasonable efforts to restore or assist in restoring the system to operational capacity. The Contractor shall be responsible under this provision to the extent a 'system' is defined at the time of the Order; otherwise the rights of the Purchasing Entity shall be governed by the Warranty.

DocuSign Envelope ID: F95706BF-7282-4AB8-B0D8-6298E823225C

23. **Payment.**
Payment after Acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law.

Payments will be remitted by mail or electronically. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

Prices are exclusive of taxes, duties, and fees, unless otherwise quoted. If a withholding tax is required by law, the tax will be added and identified on the applicable invoice. All applicable taxes, duties, and fees must be identified on the quote.

24. **Leasing or Alternative Financing Methods.**
Lease purchase and term leases are allowable only for Purchasing Entities whose rules and regulations permit leasing of software. Individual Purchasing Entities may enter into a lease agreement for the products covered in this Master Agreement, if they have the legal authority to enter into these types of agreements without going through a competitive process and if the applicable PAs permit leasing. No lease agreements will be reviewed or evaluated as part of the RFP evaluation process.

25. **Contract Provisions for Orders Utilizing Federal Funds.**
Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

26. **Self Audit.**
The Contractor must conduct at a minimum a quarterly self-audit, unless approved by the Lead State. The audit will sample a minimum of one tenth of one percent (.001) of orders with a maximum of 100 audits per quarter conducted. For example: Up to 1,000 sales = 1 audit; 10,000 sales = 10 audits; Up to 100,000 sales = 100 audits. This will be a random sample of orders and invoices and must include documentation of pricing. Summary findings must be reported to Lead State with actions to correct documented findings.

27. **Assignment/Subcontracts.**

a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

b. The Lead State, or Participating Entity, shall not assign, delegate or otherwise transfer all or any part of this Master Agreement without prior written consent from Contractor, except for assignment or delegation to a Participating Entity State agency or eligible Purchasing Entity. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO ValuePoint and other third parties.

28. **Insurance.**

a. Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Lead State and in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the

DocuSign Envelope ID: F95706BF-7282-4AB8-B0D8-6298E823225C

required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

1. Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence/$2 million general aggregate;

2. Contractor must comply with any applicable statutory State Workers Compensation or Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Should any of the described policies be cancelled before the expiration date thereof or not renewed, Contractor will provide to a Participating Entity notice within five (5) business days.

d. Prior to commencement of performance, Contractor shall provide to the Participating Entity a certificate of insurance showing the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating Entity as an additional insured, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's Commercial General liability insurance policy shall be primary, with any liability insurance of any Participating Entity as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

e. During the term of this Master Agreement, the Lead State and Participating Entities may request Contractor provide evidence of coverage that meets the requirements of this Section. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

29. **Administrative Fees.**

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable.

b. The NASPO ValuePoint Administrative Fee in this section shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

c. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Purchasing Entity may allow the Contractor to adjust the Master Agreement pricing to account for these additional fees for purchases made by Purchasing Entities within the jurisdiction of the Participating Entity. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

DocuSign Envelope ID: F95706BF-7282-4AB8-B0D8-6298E823225C

30. **NASPO ValuePoint Reports**

a. Sales Data Reporting. In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

b. Summary Sales Data. "Summary Sales Data" is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

c. Detailed Sales Data. "Detailed Sales Data" is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.

d. Sales Data Crosswalks. Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data ("Crosswalks"). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor's part number or SKU for each Product in Offeror's catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor's customer lists and product catalog change.

e. Executive Summary. Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

31. **NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review.**

a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.

DocuSign Envelope ID: F95706BF-7282-4AB8-B0D8-6298E823225C

b. Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the Participating Entity.

c. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option.

d. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

e. Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.

f. The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, cancel the Master Agreement pursuant to Paragraph 42 of Exhibit A, or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two years after award of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement pursuant to Section Paragraph 42 of Exhibit A or to terminate for default pursuant to Paragraph 44 of Exhibit A.

g. Contractor agrees to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in any Cooperative Purchasing Agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this master agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions. For the purposes of this paragraph, Cooperative Purchasing Agreement shall mean a cooperative purchasing program facilitating public procurement solicitations and agreements using a lead agency model. This does not include contracts with any federal agency or any federal contract.

32. **Right to Publish.**

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the public release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

33. **Records Administration and Audit.**

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders

DocuSign Envelope ID: F95706BF-7282-4AB8-B0D8-6298E823225C

placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

34. **Indemnification**

a. General Indemnity. Contractor shall indemnify, defend (to the extent permitted by a state's Attorney General), and hold harmless an Indemnified Party from any third-party claims or causes of action, including reasonable attorney's fees, to the extent arising from Contractor's intentional, willful, or grossly negligent acts or omissions; actions that give rise to strict liability; and actions arising from breach of contract or warranty.

"Indemnified Party" means NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the Indemnified Party's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the Indemnified Party's failure to fulfill its obligation under this Contract.

b. Intellectual Property Indemnification. Notwithstanding Paragraph 34.a of Exhibit A, the Contractor shall indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the Purchasing Entity, at the Contractor's expense, from any third-party action or claim brought against the Purchasing Entity to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, reasonable attorney fees.

1. If such a claim or action arises, or in the Contractor's or the Purchasing Entity's opinion is likely to arise, the Contractor must, at the Purchasing Entity's discretion, either procure for the Purchasing Entity the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the Purchasing Entity will be in addition to and not exclusive of other remedies provided by law.

2. Notwithstanding the foregoing, Contractor will not be liable under this section to the extent the infringement was caused by: 1) Contractor modification of the infringing material where such modification is made specifically for the Purchasing Entity, and where the Purchasing Entity has set forth the specific manner in which the modifications shall be made, as opposed to where the Purchasing Entity has requested modifications and given Contractor discretion over how to implement said modifications; 2) Purchasing Entity modification of the infringing material where such modification is not made under the direction of Contractor; 3) Use of the Deliverables or the System in a manner not contemplated by this Contract or as otherwise authorized by the Contractor in writing; 4) use of the Deliverables or the System in combination, operation, or use with other

DocuSign Envelope ID: F95706BF-7282-4AB8-B0D8-6298E823225C

products in a manner other than as contemplated by the Contract or otherwise authorized by the Contractor in writing.

35. **Limitations of Liability**

a. The Parties agree that neither Contractor nor the indemnified party shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except any claim related to bodily injury or death an unauthorized release or breach of not public data as set forth more fully in Minn. Ch. 13; or a claim or demand based on patent, copyright, or other intellectual property infringement.

b. Contractor's liability is limited to the greater of (i) the aggregate annual value amount of all fees paid to the Contractor by the Purchasing Entity under this Master Agreement; and (ii) $5,000,000. This limit on liability does not apply to claims for bodily injury or death or for intellectual property infringement.

1. Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is provided by the Contractor or the Contractor's subsidiaries or affiliates;

2. specified by the Contractor to work with the Product; or

3. reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

4. It would be reasonably expected to use the Product in combination with such product, system or method.

36. **License of Pre-Existing Intellectual Property.**
Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, transfer with any sale of tangible media or Product, perform, and display the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third party rights in the Pre-existing Intellectual Property.

37. **Assignment of Antitrust Rights.**
Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

38. **Debarment.**
The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

DocuSign Envelope ID: F95706BF-7282-4AB8-B0D8-6298E823225C

39. **Governing Law and Venue.**

a. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

40. **Confidentiality, Non-Disclosure, and Injunctive Relief.**

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep

DocuSign Envelope ID: F95706BF-7282-4AB8-B0D8-6298E823225C

one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

e. The rights granted Purchasing Entities and Contractor obligations under this section shall also extend to the cooperative's Confidential Information, defined to include Participating Addenda, as well as Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to Paragraph 33 of Exhibit A. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

41. **Public Information.**
This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

42. **Cancellation.**
Unless otherwise set forth in this Master Agreement, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate as set forth in Paragraph 44 of Exhibit A.

43. **Force Majeure.**
Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, restrictions on the movement of people or goods imposed by public health order or by a declared state of emergency, or war, which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon thirty (30) days' notice to Contractor for an opportunity to remediate or minimize the impact of such event on Contractor's performance, after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

44. **Defaults and Remedies.**

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

1. Nonperformance of contractual requirements; or

2. A material breach of this Master Agreement; or

DocuSign Envelope ID: F95706BF-7282-4AB8-B0D8-6298E823225C

3. Any certification, representation or warranty by Contractor in response to the RFP or in this Master Agreement that proves to be untrue or materially misleading; or

4. Institution of proceedings under any bankruptcy, insolvency, court-ordered reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

5. Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, except for material breach, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 30 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement. The Lead State may immediately terminate this Master Agreement upon material breach of the Master Agreement by Contractor.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

1. Exercise any remedy provided by law; and

2. Terminate this Master Agreement and any related contracts or portions thereof; and

3. Impose liquidated damages as provided in this Master Agreement; and

4. Suspend Contractor from being able to respond to future bid solicitations; and

5. Suspend Contractor's performance; and

6. Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

45. **Waiver of Breach.**

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or

DocuSign Envelope ID: F95706BF-7282-4AB8-B0D8-6298E823225C

requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

46. **Notices.**
If one party is required to give notice to the other under the Master Agreement, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile or electronic transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the Lead State shall be addressed as follows:

Elizabeth Randa, Acquisition Management Specialist
112 Administration Bldg.
50 Sherburne Avenue
St. Paul, MN 55155
elizabeth.randa@state.mn.us

47. **No Waiver of Sovereign Immunity.**
In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

DocuSign Envelope ID: F95706BF-7282-4AB8-B0D8-6298E823225C

Exhibit B: Minnesota Terms and Conditions

1. **Change Requests.**

The Lead State reserves the right to request, during the term of the Master Agreement, changes to the products offered within the Band(s). Products introduced during the term of the Master Agreement shall go through a formal review process. The process for updating the products offered within a Band is outlined in Paragraph 2 of Exhibit B. The Contractor shall evaluate and recommend products for which agencies have an expressed need. The Lead State shall require the Contractor to provide a summary of its research of those products being recommended for inclusion in the Master Agreement as well as defining how adding the product will enhance the Master Agreement. The Lead State may request that products, other than those recommended, are added to the Master Agreement.

In the event that the Lead State desires to add new products and services that are not included in the original Master Agreement, the Lead State requires that independent manufacturers and resellers cooperate with the already established Contractor in order to meet the Lead State's requirements. Evidence of the need to add products or services should be demonstrated to the Lead State. The Master Agreement shall be modified via supplement or amendment. The Lead State will negotiate the inclusion of the products and services with the Contractor. No products or services will be added to the Master Agreement without the Lead State's prior approval.

2. **Product and Service Schedule (PSS).**

a. Creating the Product and Service Schedule (PSS). Contractor will use the attached sample PSS to create and maintain a complete listing of all products and services offered under the Master Agreement. The PSS must conform to the contracted minimum discounts. Contractor may create and maintain a separate PSS for a Participating Entity based on the requirements and restrictions of the Participating Entity.

Contractors are encouraged to provide remote learning bundles for K-12 Education. These bundles can be included in the response to the PSS.

b. Maintaining the PSS.

1. In General. Throughout the term of the Master Agreement, on a quarterly basis, Contractor may update the PSS to make model changes, add new products or services, or remove obsolete or discontinued products or services. Any updates to the PSS must conform to the Master Agreement requirements, including the scope of the Master Agreement and contracted minimum discounts.

2. Process. Contractor must provide notification to the Lead State of any changes to their PSS using the attached Action Request Form (ARF).

a) The Lead State does not need to approve Contractor's request to make model changes, add their own manufactured products, or remove discontinued or obsolete products or services, and Contractor does not need the Lead State's approval prior to posting an updated PSS.

b) The Lead State must approve Contractor's request to add new third party manufacturers to Contractor's PSS. If the proposed third-party manufacturer holds a NASPO Master Agreement for Computer Equipment, Contractor must obtain written authorization from that manufacturer. Contractor must have the Lead State's approval prior to posting the updated PSS.

c) Contractor must maintain a historic record of all past PSSs on their dedicated NASPO ValuePoint website.

DocuSign Envelope ID: F95706BF-7282-4AB8-B0D8-6298E823225C

d) Pursuant to the audit provisions of the Master Agreement, upon the request of NASPO ValuePoint, the Lead State, or a Participating Entity, Contractor must provide an historic version of any Baseline Price List.

3. **Purchase Orders.**
There will be no minimum order requirements or charges to process an individual purchase order. The Participating Addendum number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.). The Ordering Entity's purchase order constitutes a binding contract.

4. **Risk of Loss or Damage.**
The Purchasing Entity is relieved of all risks of loss or damage to the goods or equipment during periods of transportation, and installation by the Contractor and in the possession of the Contractor or their authorized agent.

5. **Payment Card Industry Data Security Standard and Cardholder Information Security.**
Contractor assures all of its Network Components, Applications, Servers, and Subcontractors (if any) comply with the Payment Card Industry Data Security Standard ("PCIDSS"). "Network Components" shall include, but are not limited to, Contractor's firewalls, switches, routers, wireless access points, network appliances, and other security appliances; "Applications" shall include, but are not limited to, all purchased and custom external (web) applications. "Servers" shall include, but are not limited to, all of Contractor's web, database, authentication, DNS, mail, proxy, and NTP servers. "Cardholder Data" shall mean any personally identifiable data associated with a cardholder, including, by way of example and without limitation, a cardholder's account number, expiration date, name, address, social security number, or telephone number.

Subcontractors (if any) must be responsible for the security of all Cardholder Data in its possession; and will only use Cardholder Data for assisting cardholders in completing a transaction, providing fraud control services, or for other uses specifically required by law. Contractor must have a business continuity program which conforms to PCIDSS to protect Cardholder Data in the event of a major disruption in its operations or in the event of any other disaster or system failure which may occur to operations; will continue to safeguard Cardholder Data in the event this Agreement terminates or expires; and ensure that a representative or agent of the payment card industry and a representative or agent of the Purchasing Entity shall be provided with full cooperation and access to conduct a thorough security review of Contractor's operations, systems, records, procedures, rules, and practices in the event of a security intrusion in order to validate compliance with PCIDSS.

6. **Foreign Outsourcing of Work.**
Upon request, the Contractor is required to provide information regarding the location of where services, data storage, and location of data processing under the Master Agreement will be performed.

7. **State Audits (Minn. Stat. § 16C.05, subd. 5).**
The books, records, documents, and accounting procedures and practices of the Contractor or other party, that are relevant to the Master Agreement or transaction are subject to examination by the contracting agency and either the Lead State's Legislative Auditor or State Auditor as appropriate for a minimum of six years after the end of the Master Agreement or transaction. The Lead State reserves the right to authorize delegate(s) to audit this Master Agreement and transactions.

8. **Certification of Nondiscrimination (in accordance with Minn. Stat. § 16C.053).**
If the value of this Contract, including all extensions, is $50,000 or more, Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the contractor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

DocuSign Envelope ID: F95706BF-7282-4AB8-B0D8-6298E823225C

9. **Human Rights/Affirmative Action.**

The Lead State requires affirmative action compliance by its Contractors in accordance with Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600.

a. Covered Contracts and Contractors. If the Contract exceeds $100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600.

b. Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400 5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3552 5000.3559.

c. Disabled Workers. Minn. R. 5000.3550 provides the Contractor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

(a) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

(e) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

d. Consequences. The consequences of a Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by

DocuSign Envelope ID: F95706BF-7282-4AB8-B0D8-6298E823225C

the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of the Contract by the commissioner or the State.

e. Certification. The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance. It is agreed between the parties that Minn. Stat. 363.36 and Minn. R. 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600 are available upon request from the contracting agency.

10. **Equal Pay Certification.**

If required by Minn. Stat. §363A.44, the Contractor must have a current Equal Pay Certificate prior to Contract execution. If Contractor's Equal Pay Certificate expires during the term of this Contract, Contractor must promptly re-apply for an Equal Pay Certificate with the Minnesota Department of Human Rights and notify the State's Authorized Representative once the Contractor has received the renewed Equal Pay Certificate. If Contractor claims to be exempt, the Lead State may require Contractor to verify its exempt status.

11. **Americans with Disabilities Act (ADA).**

Products provided under the Master Agreement must comply with the requirements of the Americans with Disabilities Act (ADA). The Contractor's catalog and other marketing materials utilized to offer products under the Master Agreement must state when a product is not in compliance. If any descriptive marketing materials are silent as to these requirements, the Contractor agrees that the customer can assume the product meets or exceeds the ADA requirements.

12. **Nonvisual Access Standards.**

Pursuant to Minn. Stat. § 16C.145, the Contractor shall comply with the following nonvisual technology access standards:

a. That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;

b. That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;

c. That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and

d. That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

These standards do not require the installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

13. **Accessibility Standards.**

Contractor acknowledges and is fully aware that the Lead State (Executive branch state agencies) has developed IT Accessibility Standard effective September 1, 2010. The standard entails, in part, the Web Content Accessibility Guidelines (WCAG) and Section 508 which can be viewed at: https://mn.gov/mnit/government/policies/accessibility/.

The Standards apply to web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. As upgrades are made to the software, products, or subscriptions available through this Contract, the Contractor agrees to

DocuSign Envelope ID: F95706BF-7282-4AB8-B0D8-6298E823225C

develop functionality which supports accessibility. If any issues arise due to nonconformance with the above-mentioned accessibility Standards, the Contractor agrees to provide alternative solutions upon request at no additional charge to the State.

When updates or upgrades are made to the products or services available through this Contract, the Contractor agrees to document how the changes will impact or improve the product's or service's accessibility and usability. This documentation, upon request, must be provided to the Lead State in advance of the change, occurring within an agreed upon timeframe sufficient for the state to review the changes and either approve them or request a remediation plan from the Contractor. Contractor warrants that its Products comply with the above-mentioned accessibility Standards and agrees to indemnify, defend, and hold harmless the Lead State against any claims related to non-compliance of Contractor's Product with the above-mentioned accessibility Standards. If agreed-upon updates fail to improve the product or service's accessibility or usability as planned, the failure to comply with this requirement may be cause for contract cancellation or for the Lead State to consider the Contractor in default.

14. **Conflict Minerals.**
Contractor agrees to provide information upon request regarding adherence to the Conflict Minerals section of the Dodd-Frank Wall Street Reform and Consumer Protection Act (Section 1502).

See: http://beta.congress.gov/111/bills/hr4173/111hr4173enr.pdf#page=838
http://www.sec.gov/news/press/2012/2012-163.htm

15. **Hazardous Substances.**
To the extent that the goods to be supplied by the Contractor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable state and federal laws and regulations, the Contractor must provide Material Safety Data Sheets regarding those substances. A copy must be included with each delivery.

16. **Copyrighted Material Waiver.**
The Lead State reserves the right to use, reproduce and publish proposals in any manner necessary for State agencies and local units of government to access the responses, including but not limited to photocopying, State Intranet/Internet postings, broadcast faxing, and direct mailing. In the event that the response contains copyrighted or trademarked materials, it is the responder's responsibility to obtain permission for the Lead State to reproduce and publish the information, regardless of whether the responder is the manufacturer or reseller of the products listed in the materials. By signing its response, the responder certifies that it has obtained all necessary approvals for the reproduction and distribution of the contents of its response and agrees to indemnify, protect, save and hold the Lead State, its representatives and employees harmless from any and all third-party claims arising from the violation of this section and agrees to pay all legal fees incurred by the Lead State in the defense of any such action.

17. **Publicity.**
The Contractor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products or services that are the subject of the Master Agreement without the prior written consent of the State's Assistant Director or designee of Office of State Procurement. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

18. **Performance While Dispute is Pending.**
Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under the Master Agreement that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under the Master Agreement, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.

DocuSign Envelope ID: F95706BF-7282-4AB8-B0D8-6298E823225C

19. **Organizational Conflicts of Interest.**
An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:

a. the Contractor is unable or potentially unable to render impartial assistance or advice to the State;

b. the Contractor's objectivity in performing the work is or might be otherwise impaired; or

c. the Contractor has an unfair competitive advantage.

The Contractor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Lead State's Department of Administration's Office of State Procurement that shall include a description of the action the Contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the Lead State may, at its discretion, cancel the Master Agreement. In the event the Contractor was aware of an organizational conflict of interest prior to the award of the Master Agreement and did not disclose the conflict to the Master Agreement Administrator, the Lead State may terminate the Master Agreement for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract," "Contractor," "Master Agreement", "Master Agreement Administrator" and "Contract Administrator" modified appropriately to preserve the State's rights.

20. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

a. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions. Instructions for certification:

1. By signing and submitting this proposal, the prospective lower tier participant [responder] is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal [response] is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction [subcontract equal to or exceeding $25,000] with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

DocuSign Envelope ID: F95706BF-7282-4AB8-B0D8-6298E823225C

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled, “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of parties excluded from federal procurement and nonprocurement programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and debarment.

b. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

21. **Government Data Practices.**
The Contractor and the Lead State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the Lead State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the Lead State to the Contractor and all data provided to the Lead State by the Contractor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor in accordance with the Master Agreement that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

In the event the Contractor receives a request to release the data referred to in this article, the Contractor must immediately notify the Lead State. The Lead State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contractor or the Lead State.

The Contractor agrees to indemnify, save, and hold the Lead State, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota

DocuSign Envelope ID: F95706BF-7282-4AB8-B0D8-6298E823225C

Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Master Agreement. In the event that the Contractor subcontracts any or all of the work to be performed under the Master Agreement, the Contractor shall retain responsibility under the terms of this article for such work.

22. **Survivability.**
Certain rights and duties of the Lead State and Contractor will survive the expiration or cancellation of the RFP and resulting Master Agreement. These rights and duties include but are not limited to paragraphs: Indemnification; Limitations of Liability; State Audits; Government Data Practices; Governing Law and Venue; Publicity; and Administrative Fees.

23. **Severability.**
If any provision of the Master Agreement, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both the Lead State and the Contractor shall be relieved of all obligations arising under such provisions. If the remainder of the Master Agreement is capable of performance it shall not be affected by such declaration or finding and shall be fully performed.

DocuSign Envelope ID: F95706BF-7282-4AB8-B0D8-6298E823225C

Exhibit C: Requirements

1. **Contractor Verification.**

Contractor must be a manufacturer of a Product in the Band(s) it is awarded a Master Agreement. “Re-branding” a product that is manufactured by another company does not meet this requirement. If the Contractor ceases production, sells or assigns their manufacturing to another vendor, or otherwise no longer manufactures a product during the life of the Master Agreement the Lead State reserves the right to terminate the Contractor’s Master Agreement.

2. **Warranty and Maintenance.**

Contractor must ensure warranty service and maintenance for all equipment, including third party products provided. The Contractor must facilitate the Manufacturer or Publisher warranty and maintenance of third party products furnished through the Master Agreement. The Contractor shall provide the warranty service and maintenance for equipment and all peripherals on the Master Agreement.

3. **Website.**

Contractor must develop and maintain a URL to a web site specific to the awarded Master Agreement. Contractor’s Master Agreement website must offer twenty-four (24) hours per day, seven (7) days per week availability, except for regularly scheduled maintenance times. The website must be separate from the Contractor’s commercially available (i.e., public) on-line catalog and ordering systems. No other items or pricing may be shown on the website without written approval from the Lead State

a. Mandatory Specifications:

- Designated Baseline Price List(s) (e.g., MSRP, List, or Education)
- Product and Service Schedule (PSS)
- Product specifications, pricing, and configuration aids for the major product categories proposed that can be used to obtain an on-line quote,
- Service options and service agreements available on the contract. Please refer to Paragraph 5.
- Contact information for order placement, service concerns (warranty and maintenance), problem reporting, and billing concerns
- Sales representatives for participating entities
- Links to environmental certification, including but not limited to take-back/recycling programs, EPEAT, Energy Star, etc.

b. Desirable Specifications:

- Purchase order tracking
- Information on accessibility and accessible products
- Signed Master Agreement
- Online ordering capability with the ability to remember multiple ship to locations (if applicable to product)
- List of approved partners, if applicable

Within 30 calendar days of the notice of intent to award a Master Agreement, Contractor must provide a sample URL of the Master Agreement webpage to the Lead State for review and approval. The Lead State will review and determine acceptability of the website format and data. If the information is determined to be unacceptable or incorrect, the Contractor will have 15 calendar days to provide revisions to the Lead State. After the Lead State approves the website, Contractor may not make material changes to the website without notifying the Lead State through the ARF process and receiving written approval of the changes.

DocuSign Envelope ID: F95706BF-7282-4AB8-B0D8-6298E823225C

4. **Environmental Certifications.**
Contractor must include environmental or supply chain responsibility certifications and registrations for products sold through this Contract on their website. Contractor must provide these certifications and registrations for specific products to Participating Entities upon request.

5. **EPEAT Registration.**
Contractor agrees that applicable products offered that have EPEAT Standards provided under the Master Agreement must have achieved a minimum EPEAT Bronze registration. This requirement does not apply to Band 3.

Contractor may propose the addition of a product that has not yet achieved a minimum EPEAT Bronze registration. The Lead State, in its sole discretion may require Contractor to provide the following documentation to support the addition of the proposed product:

- A letter from the Green Electronics Council (GEC) on GEC's letterhead confirming that the verification process is underway; or
- A copy of Contractor's GEC contract, Conformity Assurance Board (CAB) contract, and a letter from Contractor's CAB stating that the relevant product has been registered with the CAB and that verification is underway.

The Lead State reserves the right to reject the inclusion of such product, or if approved, require Contractor to remove the product at a later date if the product does not achieve a minimum EPEAT Bronze registration. The Contractor must remove any products that subsequently exit the verification process without achieving EPEAT Bronze or greater from the Master Agreement.

6. **Third-Party Products.**
Some products offered may be manufactured by a third party. Contractor, however, must provide or facilitate the warranty service and maintenance for all Third-Party Products on the Master Agreement either directly or pass-through from the manufacturer. Contractor may not offer products manufactured by another Contractor holding a Minnesota NASPO ValuePoint Master Agreement for Computer Equipment without approval from the Lead State. Warranty for third-party products must be provided by the Contractor. Warranty documents for products manufactured by a third party are preferred to be delivered to the Participating Entity with the products. Contractor can only offer Third-Party Products in a Band they have been awarded.

Third-Party Products are intended to enhance or supplement a Contractor's own product line, and are not intended to represent more than a third of Contractor's total sales under this Master Agreement. The Lead State may limit the sale of Third-Party Products through the Master Agreement during the life of the Master Agreement should Third-Party Product sales be determined to consistently exceed one third of the total sales under this Master Agreement. Such limitation may take the form of any action the Lead State so chooses, up to and including non-renewal or cancellation of the Master Agreement.

7. **Partner Utilization.**
If utilizing partners, the Contractor is responsible for the partners providing products and services, as well as warranty service and maintenance for equipment the partner provides. Participating Entities have the option of utilizing partners. Contractor must provide a Participating Entity a copy of its plan for partner utilization upon request. Contractor must make available a list of approved partners for each Participating Entity. Participating Entities must approve specific Partners as outlined within the relevant Participating Addendum, and only partners approved by the Participating Entity may be deployed. The Participating Entity will define the process to add and remove partners in their Participating Addendum.

8. **2019 National Defense Authorization Act, Section 889(f)(3).**
Under the 2019 National Defense Authorization Act, Section 889(f)(3), the US military is prohibited from purchasing video surveillance and telecommunications equipment from certain Chinese-owned technology firms. While US state are

DocuSign Envelope ID: F95706BF-7282-4AB8-B0D8-6298E823225C

not subject to this act, there is increasing concern for the security of state data. Contractor certifies for the term of this Master Agreement that it is not subject to laws, rules, or policies potentially requiring disclosure of, or provision of access to, customer data to foreign governments or entities controlled by foreign governments, and that Contractor's Products do not contain, include, or utilize components or services supplied by any entity subject to the same. Contractor also certifies that its Products do not contain, include, or utilize any covered technology prohibited under Section 889 of the National Defense Authorization Act, as amended.

DocuSign Envelope ID: F95706BF-7282-4AB8-B0D8-6298E823225C

Exhibit D: Pricing Schedule

Attached and incorporated into this Master Agreement as Exhibit D is the Price Schedule.

DocuSign Envelope ID: F95706BF-7282-4AB8-B0D8-6298E823225C

Exhibit D: Price Schedule

NASPO ValuePoint Computer Equipment (2023-2028)
CONTROL SET

Master Agreement: 23019
Contractor Name: Panasonic Connect North America, Division of Panasonic Corporation of North America

Awarded Bands:

X Band 1: Personal Computing Devices (Windows)
X Band 2: Personal Computing Devices (Non-Windows)
___ Band 3: Servers and Storage

Band	Category Code	Category Description	Discount off Baseline List
1	1B	Band 1 - Minimum Discount	0.0%
1	1B-1	Fully Rugged TOUGHBOOK Computer	16.0%
1	1B-2	Semi-Rugged TOUGHBOOK Computer	13.0%
1	1B-3	TOUGHBOOK Tablet	12.0%
1	1B-4	TOUGHBOOK Handheld	9.0%
1	1B-5	Accessory	11.0%
1	1B-6	Peripheral: Professional Video	5.0%
1	1B-7	Peripheral: Professional Audio	10.0%
1	1B-8	Peripheral: Display	22.0%
1	1B-9	Peripheral: Display Accessory	10.0%
1	1B-10	Peripheral: Projector (Large Venue, Installation)	48.0%
1	1B-11	Peripheral: Projector (Portable, Short Throw, Space Player)	38.0%
1	1T	Band 1 - Third Party Product Minimum Discount	2.0%
1	1T-1	Absolute Software/Licenses	0.0%
1	1T-2	Agora Peripherals and Related Accessories	11.0%
1	1T-3	Airgain Peripherals and Related Accessories	11.0%
1	1T-4	Brother Peripherals and Related Accessories	11.0%
1	1T-5	CradlePoint Peripherals and Related Accessories	11.0%
1	1T-6	Crossmatch Software/Licenses	0.0%
1	1T-7	Gamber-Johnson Peripherals and Related Accessories	11.0%
1	1T-8	Havis Peripherals and Related Accessories	11.0%
1	1T-9	Ikey Peripherals and Related Accessories	11.0%
1	1T-10	Lind Peripherals and Related Accessories	11.0%
1	1T-11	Nuance Peripherals/Accessories	11.0%
1	1T-12	Nuance Software/Licenses	0.0%
1	1T-13	Panasonic i-Pro Sensing Solution Peripherals and Related Accessori	11.0%
2	2B	Band 2 - Minimum Discount	0.0%
2	2B-1	TOUGHBOOK Tablet	12.0%
2	2B-2	TOUGHBOOK Handheld	9.0%
2	2B-3	Accessory	11.0%
2	2B-4	Peripheral: Professional Video	5.0%
2	2B-5	Peripheral: Professional Audio	10.0%
2	2B-6	Peripheral: Display	22.0%

DocuSign Envelope ID: F95706BF-7282-4AB8-B0D8-6298E823225C

Exhibit D: Price Schedule

Band	Category Code	Category Description	Discount off Baseline List
2	2B-7	Peripheral: Display Accessory	10.0%
2	2B-8	Peripheral: Projector (Large Venue, Installation)	48.0%
2	2B-9	Peripheral: Projector (Portable, Short Throw, Space Player)	38.0%
2	2T	Band 2 - Third Party Product Minimum Discount	2.0%
2	2T-1	Absolute Software/Licenses	0.0%
2	2T-2	Agora Peripherals and Related Accessories	11.0%
2	2T-3	Airgain Peripherals and Related Accessories	11.0%
2	2T-4	Brother Peripherals and Related Accessories	11.0%
2	2T-5	CradlePoint Peripherals and Related Accessories	11.0%
2	2T-6	Crossmatch Software/Licenses	0.0%
2	2T-7	Gamber-Johnson Peripherals and Related Accessories	11.0%
2	2T-8	Havis Peripherals and Related Accessories	11.0%
2	2T-9	Ikey Peripherals and Related Accessories	11.0%
2	2T-10	Lind Peripherals and Related Accessories	11.0%
2	2T-11	Nuance Peripherals/Accessories	11.0%
2	2T-12	Nuance Software/Licenses	0.0%
2	2T-13	Panasonic i-Pro Sensing Solution Peripherals and Related Accessori	11.0%
	S	Installation	0.0%
	S	Extended Warranty	0.0%
	S	Training	0.0%
	S	Complimentary software	0.0%

DocuSign Envelope ID: F95706BF-7282-4AB8-B0D8-6298E823225C

Exhibit D: Price Schedule

Discoun

Master Agreement: 23019
Contractor Name: Panasonic Connect North America, Division of Panasonic Corporation of North America
Baseline Price List: Posted on Contractor's dedicated NASPO ValuePoint website

Band 1: Personal Computer Equipment (Windows OS)

Band	Category Code	Category Description	Discount off Baseline List
1	**1B**	**Band 1 - Minimum Discount**	**0.0%**
1	1B-1	Fully Rugged TOUGHBOOK Computer	16.0%
1	1B-2	Semi-Rugged TOUGHBOOK Computer	13.0%
1	1B-3	TOUGHBOOK Tablet	12.0%
1	1B-4	TOUGHBOOK Handheld	9.0%
1	1B-5	Accessory	11.0%
1	1B-6	Peripheral: Professional Video	5.0%
1	1B-7	Peripheral: Professional Audio	10.0%
1	1B-8	Peripheral: Display	22.0%
1	1B-9	Peripheral: Display Accessory	10.0%
1	1B-10	Peripheral: Projector (Large Venue, Installation)	48.0%
1	1B-11	Peripheral: Projector (Portable, Short Throw, Space Player)	38.0%
1	**1T**	**Band 1 - Third Party Product Minimum Discount**	**2.0%**
1	1T-1	Absolute Software/Licenses	0.0%
1	1T-2	Agora Peripherals and Related Accessories	11.0%
1	1T-3	Airgain Peripherals and Related Accessories	11.0%
1	1T-4	Brother Peripherals and Related Accessories	11.0%
1	1T-5	CradlePoint Peripherals and Related Accessories	11.0%
1	1T-6	Crossmatch Software/Licenses	0.0%
1	1T-7	Gamber-Johnson Peripherals and Related Accessories	11.0%
1	1T-8	Havis Peripherals and Related Accessories	11.0%
1	1T-9	Ikey Peripherals and Related Accessories	11.0%
1	1T-10	Lind Peripherals and Related Accessories	11.0%
1	1T-11	Nuance Peripherals/Accessories	11.0%
1	1T-12	Nuance Software/Licenses	0.0%
1	1T-13	Panasonic i-Pro Sensing Solution Peripherals and Related Accessorie	11.0%

Band 2: Personal Computer Equipment (Non-Windows OS)

Band	Category Code	Category Description	Discount off Baseline List
2	**2B**	**Band 2 - Minimum Discount**	**0.0%**
2	2B-1	TOUGHBOOK Tablet	12.0%
2	2B-2	TOUGHBOOK Handheld	9.0%
2	2B-3	Accessory	11.0%
2	2B-4	Peripheral: Professional Video	5.0%
2	2B-5	Peripheral: Professional Audio	10.0%
2	2B-6	Peripheral: Display	22.0%
2	2B-7	Peripheral: Display Accessory	10.0%
2	2B-8	Peripheral: Projector (Large Venue, Installation)	48.0%
2	2B-9	Peripheral: Projector (Portable, Short Throw, Space Player)	38.0%
	2T	**Band 2 - Third Party Product Minimum Discount**	**2.0%**

DocuSign Envelope ID: F95706BF-7282-4AB8-B0D8-6298E823225C

Exhibit D: Price Schedule

Band 2: Personal Computer Equipment (Non-Windows OS)			
Band	**Category Code**	**Category Description**	**Discount off Baseline List**
2	2T-1	Absolute Software/Licenses	0.0%
2	2T-2	Agora Peripherals and Related Accessories	11.0%
2	2T-3	Airgain Peripherals and Related Accessories	11.0%
2	2T-4	Brother Peripherals and Related Accessories	11.0%
2	2T-5	CradlePoint Peripherals and Related Accessories	11.0%
2	2T-6	Crossmatch Software/Licenses	0.0%
2	2T-7	Gamber-Johnson Peripherals and Related Accessories	11.0%
2	2T-8	Havis Peripherals and Related Accessories	11.0%
2	2T-9	Ikey Peripherals and Related Accessories	11.0%
2	2T-10	Lind Peripherals and Related Accessories	11.0%
2	2T-11	Nuance Peripherals/Accessories	11.0%
2	2T-12	Nuance Software/Licenses	0.0%
2	2T-13	Panasonic i-Pro Sensing Solution Peripherals and Related Accessorie	11.0%

DocuSign Envelope ID: F95706BF-7282-4AB8-B0D8-6298E823225C

Exhibit D: Price Schedule

Volume-Based Di

Master Agreement: 23019
Contractor Name: Panasonic Connect North America, Division of Panasonic Corporation of North America

All Awarded Bands

1. Per Transaction Multiple Unit Discount(s)

Contractor provides a contractual volume discount program as follows based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Purchasing Entity, or multiple entities conducting a cooperative purchase.

Panasonic's volume discount applies to fully ruggedized TOUGHBOOK computers and tablets. It is calculated not on purchase price but on the quantity of the same model of TOUGHBOOK equipment purchased by each specific end-user customer per transaction.

An end-user customer purchasing 50 to 99 units of the same TOUGHBOOK model will receive a 2-percent discount off contract pricing.

An end-user customer purchasing 100 units or more will receive a 4-percent discount off contract pricing.

2. Cumulative Discount(s)

Contractor provides a cumulative volume discount as follows based on dollars resulting from the cumulative purchases by all purchases made by Purchasing Entities for the duration of the Master Agreement.

Cumulative discounts are not available at this time; however, in the instance that a State defines standardization of a Panasonic equipment model for use across the State, and multiple State entities or local entities within the State subsequently purchase the equipment model per State standardization, Panasonic may work with the State to provide additional discounts to the end-user purchasers.

3. Other Discount(s)

Additional discount(s) available.

Panasonic offers promotional pricing in which deeper discounts—an additional percentage off contract pricing—are available on specified products based on inventory and sales. Such promotional pricing is offered for a defined period (e.g., quarterly, defined as approximately 3 months).

Panasonic also provides piggyback pricing to local entities within States that have signed a NASPO Participating Addendum.

DocuSign Envelope ID: F95706BF-7282-4AB8-B0D8-6298E823225C

Exhibit D: Price Schedule

Master Agreement: 23019
Contractor Name: Panasonic Connect North America, Division of Panasonic Corporation of North America

Each Purchasing Entity will determine if and how services will be offered in the Participating Addendum.

Travel for Services will be negotiated with each Participating Entity in the Participating Addendum.

All Awarded Bands		
Category Code	**Description of Service**	**Percent Discount**
S	Installation	0.0%
S	Extended Warranty	0.0%
S	Training	0.0%
S	Complimentary software	0.0%

DocuSign Envelope ID: F95706BF-7282-4AB8-B0D8-6298E823225C

Exhibit D: Price Schedule

Master Agreement: 23019
Contractor Name: Panasonic Connect North America, Division of Panasonic Corporation of North America

All Awarded Bands

Optional: Lease Rates

0% Financing
Short-term rental available

DocuSign Envelope ID: F95706BF-7282-4AB8-B0D8-6298E823225C

Exhibit D: Price Schedule

Prompt Payment D

Master Agreement: 23019
Contractor Name: Panasonic Connect North America, Division of Panasonic Corporation of North America

All Awarded Bands

		in 30
		in 15, Net 30
		in 10, Net 30
X		Net 30
X	Other (specify):	Pansonic sales are indirect, executed through its authorized reseller partners; therefore, prompt payment discounts do not apply to Panasonic. However, reseller partners may individually provide this discount to the end-user customer.

Panasonic CONNECT

TOUGHBOOK

TOUGHBOOK 33

Keyboard Optional

- First fully rugged product with a 3:2 screen for easier handling and better viewing of business applications
- Optional 5G EM9190 modem supports 4G, 5G Sub6 and C-band with speeds up to 4.1Gbps
- Infrared webcam and Windows Hello enables biometric user authentication
- Optional quick-release SSD includes insertable Smart Card and long life batteries
- Twin battery design enables hot-swap battery replacement for continuous use

12" TABLET EASILY CONVERTS TO A LAPTOP WITH OPTIONAL KEYBOARD.

The Panasonic TOUGHBOOK® 33 offers unparalleled flexibility in even the most demanding and extreme environments and is the world's first fully rugged 2-in-1 PC with a 3:2 screen. Inspired by the increasing demands of mobile professionals, the TOUGHBOOK 33 delivers rugged mobility in a highly customizable package that also includes over 14 years of backward compatibility[1]. It has an optional i7-1370P processor that delivers 14 cores of computing power. A wide range of integrated options such as serial port, barcode, fingerprint, insertable, contactless Smart Card readers, choice of 4G or 5G modems, assure TOUGHBOOK 33 can be customized to meet the unique needs of a diverse customer base.

MIL-STD-810H

MIL-STD-461F

IP65

C1D2 HAZ LOC

5-FOOT DROP RATING

(Tablet only)

Panasonic CONNECT

TOUGHBOOK

TOUGHBOOK 33

SOFTWARE

- Windows® 11 Pro, Red Hat Enterprise Linux 9.4 & 10
- Panasonic Utilities and Recovery Partition
- COM Splitter Software
- Enterprise ready driver packages including CAB files and one-click driver bundles

CERTIFICATIONS & DURABILITY

- MIL-STD-810H: 4' drop (5' tablet only) shock, bench handling, vibration, rain, dust, sand, altitude, freeze/thaw, high/low temperature, temperature shock, solar radiation, contamination by fluids, humidity, salt fog, explosive atmosphere[2]
- MIL-STD-461F
- IP65[2]
- Optional C1D2 (class 1 div 2) groups ABCD
- TAA-compliant[15]
- Magnesium alloy chassis encased with ABS and elastomer edges
- Handle/kickstand (on opt. Premium Keyboard)
- SSD heater, removable SSD[3] or optional quick-release caged SSD[4,5]
- Removable battery
- Raised bezel for LCD impact protection
- Reinforced locking port covers
- Replaceable screen protector

CPU

- Intel® Core™ i5-1345U vPro® 10-core processor
  - Up to 4.7GHz with Turbo Boost, 12MB cache
- Intel® Core™ i7-1370P vPro® 14-core processor
  - Up to 5.2GHz with Turbo Boost, 24MB cache

STORAGE & MEMORY

- Factory installed 16GB or 32GB RAM (LPDDR4x-4266MHz)[6]
- 512GB, 1TB or 2TB removable OPAL NVMe SSD with heater[3,6]
- Optional quick-release SSD (comes w/Insertable Smart Card reader and long life batteries)[4,5,12]

DISPLAY & GRAPHICS

- Display
  - 12.0" 3:2 QHD 2160 x 1440
  - Capacitive gloved touch + digitizer
  - 2-1200 nit
- Direct Bonding
- Anti-reflective (AR) screen treatment
- Graphics
  - Intel® Iris® Xe Graphics
- Supports up to 4 displays
- Concealed Mode; Night Mode

AUDIO

- Integrated dual-array mic w/AI noise reduction
- Waves MaxxAudio®
- Integrated 91db speakers (front-facing)
- On-screen and button volume and mute controls

CAMERAS

- 2MP (1080p) webcam w/privacy cover & dual array mic
  - Infrared with Windows Hello support
- 8MP rear camera with autofocus and triple LED flash

KEYBOARD & INPUT

- IP55 2 button digitizer pen (right click & erase), stylus holder and tether
- 5 modes (rain, glove, touch, pen, pen/touch)
- 7 tablet buttons (5 programmable including A1/A2 buttons)
- On-screen QWERTY keyboard
- Optional 87-key emissive keyboards (Lite, Premium) and rubber keyboard (Premium):[7]
  - Backlit (emissive: red, rubber: white) with 4 adjustable levels
  - Gen1 resistive touchpad with scrolling

INTERFACE & EXPANSION

- On the tablet:
  - USB-C Thunderbolt™ 4, 40Gbps 3A (PD, DP)
  - USB-A 5Gbps 1.5A
  - Optional USB-A 0.5Gbps 0.5A[8]
  - HDMI 4K
  - Ethernet 1Gbps RJ-45
  - Optional Serial (True) D-sub 9-pin[8]
  - Optional MicroSDXC UHS-I[8]
  - Audio In/Out 3.5mm
  - Dual SIM (Nano-SIM 4FF x1, eSIM x1)
- On the optional Premium Keyboard:
  - Docking Connector 25-pin
  - USB-A x3 (5Gbps x2, 0.5Gbps x1)
  - SDXC UHS-II
  - HDMI
  - VGA D-sub 15-pin
  - Ethernet 1Gbps RJ-45
  - Serial (USB) D-sub 9-pin

WIRELESS

- Optional 4G EM7595 (up to 0.5Gbps)
  - 4G (LTE, LTE-A)
  - Multi carrier (AT&T, FirstNet, Verizon)
  - Satellite GPS & CBRS Band 48 Capable[9]
- Optional 5G EM9190 (up to 4.1Gbps)[12,13,14]
  - 4G (LTE, LTE-A), 5G (Sub6, C-band)
  - Multi carrier (AT&T, First Net, Verizon)
  - Satellite GPS & CBRS Band 48 Capable[9]
- Optional dedicated GPS (u-blox NEO-M9N)
- Dual antenna pass-through
- Intel® Wi-Fi 6E AX211 (up to 2.4 Gbps)
- Bluetooth® v5.3 (Class 1)

POWER

- Li-Ion batteries x2:
  - 7 hours (15 w/opt. long life batteries)[11]
  - Each standard battery: 11.1V, 2050mAh typical (1990mAh min)
  - Each long life battery: 10.8V, 4420mAh typical (4120mAh min)[12]
- Battery charging time: 3 hours (with parallel charging technology)[11]
- TOUGHBOOK Smart Battery Technology
- AC Adapter: AC 100V-240V worldwide power, auto-sensing/switching

SECURITY FEATURES

- Intel® Hardware Shield
- Secured-core PC
- TPM v.2.0
- NIST BIOS compliant
- Persistence® technology by Absolute in BIOS[10]
- Local Platform Erase
- Kensington cable lock slots x2 (on tablet and optional Premium Keyboard)
- Encrypted OPAL SSD's
- Optional fingerprint reader[5]
  - Active Directory (385 DPI)
- Optional insertable Smart Card reader[5]
- Optional contactless Smart Card reader 13.56MHz (ISO 14443 A/B, 15693, 18092)[5]

DIMENSIONS & WEIGHT

- 12.1" x 9.6" x 0.9" (12.3" x 11.4" x 1.8" with optional Premium Keyboard)[13]
- 3.4 lbs. (6.2 lbs. with optional Premium Keyboard)[14]

WARRANTY

- 3-year limited warranty, parts and labor

INTEGRATED OPTIONS

- 4G EM7595 or 5G EM9190 modem
- Dedicated GPS (u-blox NEO-M9N)
- Choice of 1D/2D capable barcode reader (N6703HD), serial (true), or 2nd USB-A port, or MicroSDXC
- Choice of insertable Smart Card, contactless Smart Card, fingerprint reader or quick-release SSD (comes with insertable Smart Card and long life batteries)
- Optional emissive or rubber keyboards

Please consult your reseller or Panasonic representative to learn more about the TOUGHBOOK 33 and the wide variety of accessories and services offered.

1 Requires purchase of 31 Vehicle Dock Adapter (VDA). VDA has been tested and approved to work with Gamber-Johnson 7160-0318 and Havis PAN-111/112 vehicle docks. Do not use with other vehicle docks without consulting first with your Panasonic representative.

2 Base model tested by national independent third party lab following MIL-STD-810H Method 516.8 Procedure IV for transit drop test and IEC 60529 Sections 13.4, 13.6.2, 14.2.5 and 14.3 for IP. IP rating requires both batteries in tablet.

3 Requires training, approval and/or purchase of a SSD no return service sku through Panasonic, otherwise any damage incurred will be out of warranty and not eligible for advance exchange. Please contact a Panasonic representative for program details.

4 Optional Quick-release SSD (comes with Insertable Smart Card reader and Long Life Batteries) adds a bump out which increases overall height by 0.5" and weight by 1.3 lbs, prohibits use in convertible mode. Not compatible with 5G EM9190 modem, 33 Tablet Vehicle Dock or rotating hand strap or shoulder strap.

5 Insertable Smart Card, Contactless Smart Card, Fingerprint Readers & optional Quick-release SSD (comes with Insertable Smart Card reader and Long Life Batteries) are mutually exclusive.

6 1GB = 1,000,000,000 bytes. Total usable memory will be less depending upon actual system configuration.

7 Fn keys, I/O ports, reverse docking into convertible mode available on Premium Keyboard only. Lite Keyboard opens at 100° angle.

8 Barcode, Serial (true), USB-A 0.5Gbps and MicroSDXC are mutually exclusive.

9 The module firmware and the device antenna system have obtained technical approval by commercial carriers in the US. It is customer's responsibility to assure that the module firmware and the device antenna system are compatible with the customer's private cellular network using Band 48.

10 Requires software and activation to enable theft protection.

11 Battery performance features such as charge time and life span can vary according to the conditions under which the computer and battery are used. Battery operation and recharge times will vary based on many factors, including screen brightness, applications, features, power management, battery conditioning and other customer preferences. Battery test results from MobileMark 25 at 250 nit, connected to Wi-Fi and using the Office Productivity and Creativity scenarios.

12 Long Life Batteries add a bump out which prohibits use in convertible mode. Not compatible with Gamber-Johnson tablet vehicle dock when using a rotating hand strap or TrimLine tablet vehicle dock when using a rotating hand strap or long life batteries. 5G EM9190 modem is not compatible with any tablet vehicle dock, rotating hand strap, quick-release SSD or insertable smart card reader. For units originally ordered with standard batteries, changing to long life batteries requires a hardware retrofit to the unit.

13 Tablet with Lite Keyboard is 12.1" (L) x 9.6" (W) x 1.5" (H). Optional Long Life Batteries adds 0.4" (H). Optional 5G EM9190 modem (comes with Long Life Batteries) or Quick-release SSD (comes with Insertable Smart Card reader and Long Life Batteries) add 0.5" (H).

14 Tablet with Lite Keyboard is 4.8 lbs. Optional Long Life Batteries adds 0.8 lbs. Optional 5G EM9190 modem (comes with Long Life Batteries) adds 1.0 lbs. Optional Quick-release SSD (comes with Insertable Smart Card reader and Long Life Batteries) adds 1.3 lbs.

15 TAA-compliant products are available upon request.

TOUGHBOOK 33.Mk4

enhancing product specifications and accessories. Specifications subject to change without notice.

ty of their respective owners. ©2024 Panasonic Connect North America, a division of Panasonic Corporation of North America. All rights reserved. PCONA_CS 0725

Memorandum

To: Gabrielle Whelan, Town Attorney

From: Clint Tada, Captain

Date: 9/8/2025

Re: Single Source Justification – CDCE Incorporated

Single Source Justification
Procurement of Panasonic Toughbook Mobile Data Computers and Cradle Point Routers from CDCE Incorporated - Using NASPO Cooperative Agreement Pricing

The Police Department and Information Technology Department request consideration of single source justification for the purchase of Mobile Data Computers and Cradle Point Modem / Routers from CDCE Incorporated. These computers and technology equipment are designed for high durability, reliability, and performance in law enforcement field environments, and must meet specific technical and operational requirements. MDC computers are required to support ongoing operational and mission activities where commercial off-the-shelf (COTS) equipment is not sufficient. They will be used in demanding environments where ruggedization, reliability, and certified compatibility with existing software and hardware systems are essential. The authorized resale vendor for these products, CDCE Inc., is the Town's recommended preferred vendor.

Vendor:

CDCE Inc.
22641 Old Canal Road
Yorba Linda, CA 92887

CDCE Incorporated is the authorized and exclusive reseller/integration partner for Panasonic and Cradle Point within the United States. Their unique qualifications include:

- Authorized reseller for Panasonic Toughbooks and Cradle Point WiFi Router/Modem systems that meets operational and technical requirements.
- Proven expertise in integrating law enforcement Mobile Data Computer systems into existing infrastructure with guaranteed compatibility and manufacturer support.
- Direct access to manufacturer-certified parts, extended warranty services, hardware installation, and firmware/software updates that are not available through other distributors.
- Established track record supporting the Town of Los Gatos and Los Gatos-Monte Sereno Police Department with tailored deployment, configuration, and maintenance services that cannot be substituted without disruption to operations.
- CDCE technical support and services for previous procurements has been reputable and positive experience for the Town.

- Purchasing from the same vendor for replacement of equipment reduces buildout costs and maintains continuity of existing system functions.

Given these factors, CDCE Incorporated is the only vendor capable of meeting the requirements without significant risk to performance, continuity, and compliance.

This procurement through CDCE Incorporated will be executed under the **NASPO ValuePoint Cooperative Purchasing Agreement AR-3189 & MA-23019**, which provides competitively bid, pre-negotiated pricing. By leveraging NASPO:

- Pricing is compliant with public procurement rules.
- The agreement ensures cost savings through volume-based discounts.
- Administrative burden is reduced by avoiding duplicative solicitations.
- Market research confirmed that while other resellers may offer similar categories of products, CDCE Incorporated is the only authorized source for the specific configuration and integration services required. Other vendors cannot provide manufacturer-backed support or the bundled solutions available exclusively through CDCE.

Based on the above, procurement from CDCE Incorporated under the NASPO cooperative contract represents the most cost-effective, technically sound, and compliant solution to meet operational requirements for the Town and Police Department.

Recommended By:

Sai Kim 9/9/25 Date

Approved By:

Gabrielle Whelan, Town Attorney Date

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 09/16/2025
ITEM NO: 9

DATE: September 16, 2025

TO: Mayor and Town Council

FROM: Gabrielle Whelan, Town Attorney

SUBJECT: **Authorize the Town Manager or Designee to Enter into a Legal Services Agreement for Fiscal Year (FY) 2025-26 with the law firm of Goldfarb & Lipman for Land Use Counsel in an Amount Not to Exceed $100,000 and Amend the Goldfarb & Lipman Agreement (Term 07/21/2022 to 6/30/ 2025) to add $1,938.73**

RECOMMENDATION: Authorize the Town Manager or designee to enter into a Legal Services Agreement for FY 2025-26 with the law firm of Goldfarb & Lipman for land use counsel in an amount not to exceed $100,000, and amend the Goldfarb & Lipman Agreement (Term 07/21/2022 to 6/30/ 2025) to add $1,938.73.

FISCAL IMPACT:

The funds are included in the adopted 2025–26 and 2024-25 Town Attorney Operating Budgets. Therefore, there is no budget adjustment required; the request is solely for approval of the contract.

STRATEGIC PRIORITY:

The item supports a top priority of providing a range of housing opportunities while diligently maintaining and implementing the Housing Element.

BACKGROUND:

In July 2022, the Town Attorney's Office entered into an agreement with Goldfarb & Lipman LLP to provide specialized housing law legal services. Over the past three years, the firm has assisted the Town with Housing Element law and SB 330 requirements. Due to ongoing land use issues related to these topics, continued representation remains necessary.

PREPARED BY: Bridgette Falconio
Administrative Technician

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Finance Director

The Town Attorney's Office recommends entering into a new agreement with Goldfarb & Lipman for FY 2025-26 to provide continued legal services for land use counsel. The Town Attorney's Office retains Goldfarb and Lipman as a single source vendor as allowed under Town Code section 2.50.130(b)(2).

At the request of the Law firm, the Town has two separate agreements with Goldfarb & Lipman: one for land use matters (requested to approve with this Staff Report for $100,000) and one for litigation ($200,000), for a combined total not to exceed $300,000.

Concurrently with this request, the Town Attorney's Office is also asking for an amendment to the land use services agreement covering July 21, 2022, through June 30, 2025. At the September 2, 2025, Council meeting, the amendment to the Goldfarb and Lipman (Term: July 21, 2022 - June 30, 2025) included a request for additional funding to cover prior year attorney consultation invoices. Following the meeting, staff identified a clerical error in the funding calculation. Specifically, the remaining balance on the existing purchase order was inadvertently omitted from the analysis, resulting in an underestimation of the funding need by $1,938.73. This oversight affected the total amount requested to fully reconcile outstanding invoices from the prior fiscal year. Staff is requesting Council authority to amend the agreement and correct this discrepancy, ensuring full payment of all prior year obligations. This amount was previously budgeted, and the Town Attorney's Office is not seeking a budget adjustment with this request.

DISCUSSION:

The proposed Legal Services Agreement will cover land use counsel on issues related to Housing Element implementation and SB 330 requirements. Goldfarb & Lipman is recognized statewide as an expert in Housing Element law and is uniquely qualified to represent the Town in these matters.

A new contract for FY 2025-26, with a not-to-exceed amount of $100,000. Funds have been budgeted for this contract.

CONCLUSION:

Staff recommends that the Town Council authorize the Town Manager or designee to enter into a Legal Services Agreement with the law firm of Goldfarb & Lipman for FY 2025-26 for land use counsel in an amount not-to-exceed $100,000.

COORDINATION:

This report was coordinated with the Town Attorney's Office, Town Manager's Office, and the Finance Department.

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

Attachments:
1. Legal Services Agreement
2. Amendment to Legal Services Agreement for 7/21/22-6/30/25
3. Exhibit A – Original Agreement with Previous Amendments

goldfarb lipman attorneys

1300 Clay Street, Eleventh Floor
Oakland, California 94612
510 836-6336

M David Kroot
Lynn Hutchins
Karen M. Tiedemann
Thomas H. Webber
Dianne Jackson McLean
Robert C. Mills
Isabel L. Brown
James T. Diamond, Jr.
Margaret F. Jung
Heather J. Gould
William F. DiCamillo
Amy DeVaudreuil
Barbara E. Kautz
Rafael Yaquián
Celia W. Lee
Dolores Bastian Dalton
Joshua J. Mason
Jeffrey A. Streiffer
Elizabeth R. Klueck
Jhaila R. Brown
Gabrielle B. Janssens
Rye P. Murphy
Benjamin Funk
Aileen T. Nguyen
Katie Dahlinghaus
Brandon V. Stracener
Matthew S. Heaton
Nazanin Salehi
Erin C. Lapeyrolerie
Minda Bautista Hickey
Jocelyn A. Portales
Colleen A. Wisel
Thomas J. Levendosky

Los Angeles
213 627-6336
San Diego
619 239-6336
Goldfarb & Lipman LLP

August 26, 2025

via e-mail

Gabrielle Whelan, Town Attorney
Town of Los Gatos
110 East Main Street
Los Gatos, CA 95030
GWhelan@losgatosca.gov

Re: **Legal Services – Town of Los Gatos – Land Use Assistance**

Dear Gabrielle:

Goldfarb & Lipman LLP would be pleased to provide legal services to the Town of Los Gatos (the "Town") in connection with various land use matters relating to housing law, including those related to the Town's housing element, general plan, and development projects and related matters as authorized in writing by the City for the period from July 1, 2025 to June 30, 2026. We may advise the City regarding matters related to the North Forty property so long as it does not involve any confidential information we received based on our past representation of the developers.

I will have primary responsibility for our work with you on this matter, with primary assistance from Nazanin Salehi. Our goal is to provide you with quality legal services, on schedule and at a reasonable cost. To that end, we may also draw on the services of other colleagues as needed to provide the most cost-effective services.

Our fees will be billed on an hourly basis at the rates set forth in the attached Rate Schedule, and payable monthly based on the number of hours expended on the matter, with a maximum of $100,000 for the period from July 1, 2025 to June 30, 2026. Our billing rates for this matter reflect our discounted rates for legal advice and representation for public entity clients and are subject to the increases described in attached Goldfarb & Lipman's Legal Representation Policies and Procedures. Our hourly rates are adjusted from time to time and may change during the course of our engagement upon sixty (60) days prior written notice to you. If you choose not to consent to the increased rates, you may terminate our services by written notice effective when received by us. The time charged will include, but is not limited to, the time spent on telephone calls, emails and other electronic communications relating to the transaction, including calls and emails with Town staff and other parties and attorneys. The legal personnel

assigned to this transaction may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. If more than one of the legal personnel participates in a call or attends a meeting, each may charge for the time spent as appropriate. We do not anticipate the need for any travel during this engagement.

Goldfarb & Lipman may withdraw with your consent or for good cause or if permitted under the Rules of Professional Conduct of the State Bar of California and/or applicable law. Among the circumstances under which we may withdraw are: (a) with your consent; (b) if your conduct renders it unreasonably difficult for the firm to carry out the legal services effectively; and/or (c) if you fail to pay fees or costs as required by this Agreement. Notwithstanding the withdrawal, you will remain obligated to pay Goldfarb & Lipman at the agreed rates for all services provided and to reimburse for all costs advanced during the term of our engagement.

Nothing in this Agreement and nothing in our statements to you will be construed as a promise or guarantee about the outcome of the representation. Goldfarb & Lipman makes no such promises or guarantees. Goldfarb & Lipman's comments about the outcome of the representation are expressions of opinion only, are neither promises nor guarantees, and will not be construed as promises or guarantees. Any estimate of fees given by Goldfarb & Lipman is not a representation of a flat fee and will not be a limitation on fees or a guarantee that fees and costs will not exceed the amount of any deposit or estimate. Actual fees may vary from estimates given.

When signed by an authorized agent on behalf of the Town, this letter constitutes the written fee agreement with Goldfarb & Lipman LLP in connection with the work described above. This agreement does not cover litigation services of any kind, whether in court, arbitration, administrative hearings, or government agency hearings. A separate written agreement for these services or services in any other matter not described above will be required.

Please call me if you have any questions or concerns about this proposal. If the arrangement described in this letter is satisfactory, then please sign the letter in the space provided on the following page and email an electronic copy to me at: bkautz@goldfarblipman.com, and keep a copy for your files.

We appreciate the opportunity to work with you and Town staff members, and look forward to representing the Town of Los Gatos on this matter.

Very truly yours,

BARBARA E. KAUTZ
bkautz@goldfarblipman.com

Enclosures: Rate Schedule; Billing Policies and Procedures

ACCEPTED AND AGREED:

TOWN OF LOS GATOS

By: _____

Its: _____

Date: _____

Goldfarb & Lipman LLP
Billing Rates Per Hour

Partner	$370-$390
Senior Counsel	$365-$390
Associate	$275-$365
Senior Law Clerk	$260
Law Clerk	$210
Project Coordinator	$210

GOLDFARB & LIPMAN LLP
LEGAL REPRESENTATION POLICIES AND PROCEDURES

Dear Client:

Experience has shown that the attorney-client relationship works best when there is a mutual understanding about fees and payment terms. Accordingly, this letter is intended to briefly explain our billing policies and procedures. We encourage you to discuss with us any questions you may have concerning these policies and procedures.

To determine the value of our services, we require each of our lawyers and legal assistants to maintain time records for each client and matter. The time records are reviewed monthly by the responsible billing attorney. Our billing rates for services rendered for partners, associates, and for paralegals are attached. Our hourly rates are adjusted from time-to-time (generally once a year) and may change during the course of our engagement upon 60 days prior written notice to you.

It is our policy to serve you with the most effective support systems available. Therefore, in addition to our fees for legal services, we may also charge the actual costs for messengers, delivery other than by US postal service, court costs, and other costs and expenses incurred on your behalf that are reasonably necessary for our representation of you.

Our billing statements are due and payable upon receipt. Clients whose statements are not paid within 30 days of the statement date may be assessed a late charge on the unpaid balance at the rate of one-and-a-half percent per month.

We carry professional liability insurance above the limits required by law.

It is our policy to retain and ultimately destroy all files, documents, records, and writings relating to each engagement for which we have been retained without notifying clients or former clients of the destruction of these items. At the termination of services and conclusion of a matter covered by this agreement, we will release promptly upon your request all of your client papers and property, subject to any protective order, state statute, or nondisclosure agreement. After seven years have passed since the conclusion of such matter, we may dispose of your client papers and property. If you wish to have us retain your papers and property beyond seven years after the conclusion of such matter, you must make separate written arrangements with us. Client papers and property include: electronic and hard copy versions of any correspondence, pleadings, deposition transcripts, exhibits, experts' reports, legal documents, physical evidence, and other items reasonably necessary to the client's representation, whether the client has paid for them or not.

In closing, let us assure you that it has always been and will continue to be our goal to provide legal services to you on the most efficient and cost effective bases possible. If you have any questions or comments regarding our billing policies, please feel free to contact us. Thank you for your continued cooperation.

Very truly yours,

GOLDFARB & LIPMAN LLP

FIFTH AMENDMENT TO AGREEMENT

This FIFTH AMENDMENT TO AGREEMENT is dated for identification this 16th day of September, 2025, and amends that certain agreement for Goldfarb and Lipman Agreement dated July 21, 2022, made by and between the Town of Los Gatos, ("Town,") and Goldfarb & Lipman LLP.(“Consultant.”)

RECITALS

A. Town and Consultant entered into an Agreement for land use counsel on July 21, 2022, (“Agreement”), a copy of which is attached hereto and incorporated by reference as Exhibit A to this Amendment.

B. Town and Consultant entered into a first amendment to the Agreement on December 3, 2024, (“Amendment”), a copy of which is attached hereto and incorporated by reference as Exhibit A to this Amendment.

C. Town and Consultant entered into a second amendment to the Agreement on May 20, 2025, (“Amendment”), a copy of which is attached hereto and incorporated by reference as Exhibit A to this Amendment.

D. Town and Consultant entered into a third amendment to the Agreement on August 5, 2025, (“Amendment”), a copy of which is attached hereto and incorporated by reference as Exhibit A to this Amendment.

E. Town and Consultant entered into a fourth amendment to the Agreement on September 2, 2025, (“Amendment”), a copy of which is attached hereto and incorporated by reference as Exhibit A to this Amendment.

AMENDMENT

1. The compensation section is amended to read $309,938.73.

2. All other terms and conditions of the Agreement remain in full force and effect.

Town of Los Gatos

By: _____
Chris Constantin, Town Manager

Goldfarb & Lipman:

By:_____
Barbara Kautz, Esquire

Department Approval:

_____
Gabrielle Whelan, Town Attorney

Docusign Envelope ID: E33FBA2D-EA42-4D7B-B286-45A0C67E92C0

FOURTH AMENDMENT TO AGREEMENT

This FOURTH AMENDMENT TO AGREEMENT is dated for identification this 2nd day of August, 2025, and amends that certain agreement for Goldfarb and Lipman Agreement dated July 21, 2022, made by and between the Town of Los Gatos, ("Town,") and Goldfarb & Lipman LLP.(“Consultant.”)

RECITALS

A. Town and Consultant entered into an Agreement for land use counsel on July 21, 2022, (“Agreement”), a copy of which is attached hereto and incorporated by reference as Exhibit A to this Amendment.

B. Town and Consultant entered into a first amendment to the Agreement on December 3, 2024, (“Amendment”), a copy of which is attached hereto and incorporated by reference as Exhibit A to this Amendment.

C. Town and Consultant entered into a second amendment to the Agreement on May 20, 2025, (“Amendment”), a copy of which is attached hereto and incorporated by reference as Exhibit A to this Amendment.

D. Town and Consultant entered into a third amendment to the Agreement on August 5, 2025, (“Amendment”), a copy of which is attached hereto and incorporated by reference as Exhibit A to this Amendment.

AMENDMENT

1. The compensation section is amended to read $308,000.

2. All other terms and conditions of the Agreement remain in full force and effect.

Town of Los Gatos

Signed by: Chris Constantin 3EF03F232F1B428...

By: _____

Chris Constantin, Town Manager

Goldfarb & Lipman:

DocuSigned by: Barbara E. Kautz D32D576C3570440...

By: _____

Barbara Kautz, Esquire

Department Approval:

Signed by: Gabrielle Whelan EFD6738A5534428...

_____

Gabrielle Whelan, Town Attorney

EXHIBIT A

Docusign Envelope ID: E33FBA2D-EA42-4D7B-B286-45A0C67E92C0

THIRD AMENDMENT TO AGREEMENT

This THIRD AMENDMENT TO AGREEMENT is dated for identification this 5th day of August, 2025, and amends that certain agreement for Goldfarb and Lipman Agreement dated July 21, 2022, made by and between the Town of Los Gatos, ("Town,") and Goldfarb & Lipman LLP.(“Consultant.”)

RECITALS

A. Town and Consultant entered into an Agreement for land use counsel on July 21, 2022, (“Agreement”), a copy of which is attached hereto and incorporated by reference as Exhibit A to this Amendment.

B. Town and Consultant entered into a first amendment to the Agreement on December 3, 2024, (“Amendment”), a copy of which is attached hereto and incorporated by reference as Exhibit A to this Amendment.

C. Town and Consultant entered into a second amendment to the Agreement on August 5, 2025, (“Amendment”), a copy of which is attached hereto and incorporated by reference as Exhibit A to this Amendment.

AMENDMENT

1. The compensation section is amended to read $305,000.

2. All other terms and conditions of the Agreement remain in full force and effect.

Town of Los Gatos:

Signed by:
Chris Constantin 8/25/2025
3EF03F232F1B428...
Chris Constantin, Town Manager

Goldfarb & Lipman:

DocuSigned by:
Barbara E. Kautz 8/7/2025
D32D576C3570440...
Barbara Kautz, Esquire

Department Approval:

Signed by:
Gabrielle Whelan 8/20/2025
EFD6738A5534428...
Gabrielle Whelan, Town Attorney

Approved as to Form:

Signed by:
Gabrielle Whelan 8/20/2025
EFD6738A5534428...
Gabrielle Whelan, Town Attorney

Attest:

Signed by:
Wendy Wood 8/25/2025
26A726C4AE6A4D9...
Wendy Wood, CMC, Town Clerk

Docusign Envelope ID: E33FBA2D-EA42-4D7B-B286-45A0C67E92C0

SECOND AMENDMENT TO AGREEMENT

This SECOND AMENDMENT TO AGREEMENT is dated for identification this 20th day of May, 2025 and amends that certain agreement for Goldfarb and Lipman Land Use Agreement dated July 21, 2022, made by and between the Town of Los Gatos, ("Town,") and Goldfarb & Lipman LLP.(“Consultant.”)

RECITALS

A. Town and Consultant entered into an amendment to the Land Use Agreement on November 20, 2025, (“Amendment”), a copy of which is attached hereto and incorporated by reference as Exhibit A to this Amendment.

B. Town and Consultant entered into a Land Use Agreement on July 21, 2022, (“Agreement”), a copy of which is attached hereto and incorporated by reference as Exhibit B to this Amendment.

AMENDMENT

1. The compensation section is amended to provide for a total contract amount not to exceed $240,000.

2. All other terms and conditions of the Agreement remain in full force and effect.

Town of Los Gatos

Signed by: Chris Constantin 3EF03F232F1B428...

By: _____ 6/2/2025

Chris Constantin, Town Manager

Approved as to Consent:

DocuSigned by: Barbara E. Kautz D32D576C3570440...

By: _____ 5/22/2025

Barbara Kautz, Goldfarb & Lipman

Department Approval:

Signed by: Gabrielle Whelan 2 EFD6738A5534428...

_____ 5/28/2025

Gabrielle Whelan, Town Attorney

Approved as to Form:

Signed by: Gabrielle Whelan 2 EFD6738A5534428...

_____ 5/28/2025

Gabrielle Whelan, Town Attorney

Attest:

Signed by: Wendy Wood 26A726C4AE6A4D9...

_____ 6/2/2025

Wendy Wood, CMC, Town Clerk

Docusign Envelope ID: E33FBA2D-EA42-4D7B-B286-45A0C67E92C0

AMENDMENT TO AGREEMENT

This AMENDMENT TO AGREEMENT is dated for identification this 20 day of November, 2024 and amends that certain agreement for Goldfarb and Lipman Land Use Agreement dated July 21, 2022, made by and between the Town of Los Gatos, ("Town,") and Goldfarb & Lipman LLP.("Consultant.")

RECITALS

A. Town and Consultant entered into a Land Use Agreement on July 21, 2022, ("Agreement"), a copy of which is attached hereto and incorporated by reference as Exhibit A to this Amendment.

AMENDMENT

1. The compensation is amended not to exceed $165,000.

2. All other terms and conditions of the Agreement remain in full force and effect.

Town of Los Gatos

Signed by:
By: Chris Constantin
3EF03F232F1B428...
Chris Constantin, Town Manager

Approved as to Consent:

DocuSigned by:
By: Barbara Kautz
D32D576C3570440...
Barbara Kautz, Goldfarb & Lipman

Department Approval:

Signed by:
Gabrielle Whelan
EFD6738A5534428...
Gabrielle Whelan, Town Attorney

Approved as to Form:

Signed by:
Gabrielle Whelan
EFD6738A5534428...
Gabrielle Whelan, Town Attorney

Attest:

DocuSigned by:
Wendy Wood
BF6EBCBE2C214F8...
Wendy Wood, CMC, Town Clerk

Docusign Envelope ID: E33FBA2D-EA42-4D7B-B286-45A0C67E92C0

goldfarb lipman attorneys

1300 Clay Street, Eleventh Floor
Oakland, California 94612
510 836-6336

M David Kroot
Lynn Hutchins
Karen M. Tiedemann
Thomas H. Webber
Dianne Jackson McLean
Michelle D. Brewer
Robert C. Mills
Isabel L. Brown
James T. Diamond, Jr.
Margaret F. Jung
Heather J. Gould
William F. DiCamillo
Amy DeVaudreuil
Barbara E. Kautz
Rafael Yaquián
Celia W. Lee
Dolores Bastian Dalton
Joshua J. Mason
Jeffrey A. Streiffer
Elizabeth R. Klueck
Jhaila R. Brown
Gabrielle B. Janssens
Rye P. Murphy
Benjamin Funk
Aileen T. Nguyen
Katie Dahlinghaus
Matthew S. Heaton
Nozanin Salehi
Erin C. Lapeyrolerie
Minda Bautista Hickey
Connor T. Kratz

July 21, 2022

via e-mail

Gabrielle Whelan, Town Attorney
Town of Los Gatos
110 East Main Street
Los Gatos, CA 95030
GWhelan@losgatosca.gov

Re: **Legal Services – Town of Los Gatos – Land Use Assistance**

Dear Gabrielle:

Goldfarb & Lipman LLP would be pleased to provide legal services to the Town of Los Gatos (the "Town") in connection with various land use matters relating to housing law, including those related to the Town's housing element, general plan, and development projects and related matters as authorized in writing by the City. However, Goldfarb & Lipman will not advise the City regarding matters related to the North Forty property because of our past representation of the developers.

I will have primary responsibility for our work with you on this matter. Our goal is to provide you with quality legal services, on schedule and at a reasonable cost. To that end, we may also draw on the services of other colleagues as needed to provide the most cost-effective services.

Our fees will be billed on an hourly basis at the rates set forth in the attached Rate Schedule, and payable monthly based on the number of hours expended on the matter. Our billing rates for this matter reflect our discounted rates for legal advice and representation for public entity clients and are subject to the increases described in attached Goldfarb & Lipman's Legal Representation Policies and Procedures. Our hourly rates are adjusted from time to time and may change during the course of our engagement upon sixty (60) days prior written notice to you. If you choose not to consent to the increased rates, you may terminate our services by written notice effective when received by us. The time charged will include, but is not limited to, the time spent on telephone calls, emails and other electronic communications relating to the transaction, including calls and emails with Town staff and other parties and attorneys. The legal personnel

Los Angeles
213 627-6336
San Diego
619 239-6336
Goldfarb & Lipman LLP

Docusign Envelope ID: E33FBA2D-EA42-4D7B-B286-45A0C67E92C0

assigned to this transaction may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. If more than one of the legal personnel participates in a call or attends a meeting, each may charge for the time spent as appropriate. We do not anticipate the need for any travel during this engagement.

Goldfarb & Lipman may withdraw with your consent or for good cause or if permitted under the Rules of Professional Conduct of the State Bar of California and/or applicable law. Among the circumstances under which we may withdraw are: (a) with your consent; (b) if your conduct renders it unreasonably difficult for the firm to carry out the legal services effectively; and/or (c) if you fail to pay fees or costs as required by this Agreement. Notwithstanding the withdrawal, you will remain obligated to pay Goldfarb & Lipman at the agreed rates for all services provided and to reimburse for all costs advanced during the term of our engagement.

Nothing in this Agreement and nothing in our statements to you will be construed as a promise or guarantee about the outcome of the representation. Goldfarb & Lipman makes no such promises or guarantees. Goldfarb & Lipman's comments about the outcome of the representation are expressions of opinion only, are neither promises nor guarantees, and will not be construed as promises or guarantees. Any estimate of fees given by Goldfarb & Lipman is not a representation of a flat fee and will not be a limitation on fees or a guarantee that fees and costs will not exceed the amount of any deposit or estimate. Actual fees may vary from estimates given.

When signed by an authorized agent on behalf of the Town, this letter constitutes the written fee agreement with Goldfarb & Lipman LLP in connection with the work described above. This agreement does not cover litigation services of any kind, whether in court, arbitration, administrative hearings, or government agency hearings. A separate written agreement for these services or services in any other matter not described above will be required.

Please call me if you have any questions or concerns about this proposal. If the arrangement described in this letter is satisfactory, then please sign the letter in the space provided on the following page and email an electronic copy to me at: bkautz@goldfarblipman.com, and keep a copy for your files.

We appreciate the opportunity to work with you and Town staff members, and look forward to representing the Town of Los Gatos on this matter.

Very truly yours,

BARBARA E. KAUTZ
bkautz@goldfarblipman.com

Enclosures: Rate Schedule; Billing Policies and Procedures

Docusign Envelope ID: E33FBA2D-EA42-4D7B-B286-45A0C67E92C0

ACCEPTED AND AGREED:

TOWN OF LOS GATOS

By: Gabrielle P. Whelan

Its: Town Attorney

Date: 7/22/22

Docusign Envelope ID: E33FBA2D-EA42-4D7B-B286-45A0C67E92C0

Goldfarb & Lipman LLP
Billing Rates Per Hour

Partner	$360-$375
Senior Counsel	$355-$375
Associate	$220-$350
Senior Law Clerk	$210
Law Clerk	$195
Litigation Project Coordinator	$210
Project Coordinator	$195

Docusign Envelope ID: E33FBA2D-EA42-4D7B-B286-45A0C67E92C0

GOLDFARB & LIPMAN LLP
LEGAL REPRESENTATION POLICIES AND PROCEDURES

Dear Client:

Experience has shown that the attorney-client relationship works best when there is a mutual understanding about fees and payment terms. Accordingly, this letter is intended to briefly explain our billing policies and procedures. We encourage you to discuss with us any questions you may have concerning these policies and procedures.

To determine the value of our services, we require each of our lawyers and legal assistants to maintain time records for each client and matter. The time records are reviewed monthly by the responsible billing attorney. Our billing rates for services rendered for partners, associates, and for paralegals are attached. Our hourly rates are adjusted from time-to-time (generally once a year) and may change during the course of our engagement upon 60 days prior written notice to you.

It is our policy to serve you with the most effective support systems available. Therefore, in addition to our fees for legal services, we may also charge the actual costs for messengers, delivery other than by US postal service, court costs, and other costs and expenses incurred on your behalf that are reasonably necessary for our representation of you.

Our billing statements are due and payable upon receipt. Clients whose statements are not paid within 30 days of the statement date may be assessed a late charge on the unpaid balance at the rate of one-and-a-half percent per month.

We carry professional liability insurance above the limits required by law.

It is our policy to retain and ultimately destroy all files, documents, records, and writings relating to each engagement for which we have been retained without notifying clients or former clients of the destruction of these items. At the termination of services and conclusion of a matter covered by this agreement, we will release promptly upon your request all of your client papers and property, subject to any protective order, state statute, or nondisclosure agreement. After seven years have passed since the conclusion of such matter, we may dispose of your client papers and property. If you wish to have us retain your papers and property beyond seven years after the conclusion of such matter, you must make separate written arrangements with us. Client papers and property include: electronic and hard copy versions of any correspondence, pleadings, deposition transcripts, exhibits, experts' reports, legal documents, physical evidence, and other items reasonably necessary to the client's representation, whether the client has paid for them or not.

In closing, let us assure you that it has always been and will continue to be our goal to provide legal services to you on the most efficient and cost effective bases possible. If you have any questions or comments regarding our billing policies, please feel free to contact us. Thank you for your continued cooperation.

Very truly yours,

GOLDFARB & LIPMAN LLP

Docusign Envelope ID: E33FBA2D-EA42-4D7B-B286-45A0C67E92C0

goldfarb lipman attorneys

1300 Clay Street, Eleventh Floor
Oakland, California 94612
510 836-6336

M David Kroot
Lynn Hutchins
Karen M. Tiedemann
Thomas H. Webber
Dianne Jackson McLean
Robert C. Mills
Isabel L. Brown
James T. Diamond, Jr.
Margaret F. Jung
Heather J. Gould
William F. DiCamillo
Amy DeVaudreuil
Barbara E. Kautz
Rafael Yaquián
Celia W. Lee
Dolores Bastian Dalton
Joshua J. Mason
Jeffrey A. Streiffer
Elizabeth R. Klueck
Jhaila R. Brown
Gabrielle B. Janssens
Rye P. Murphy
Benjamin Funk
Aileen T. Nguyen
Katie Dahlinghaus
Brandon V. Stracener
Matthew S. Heaton
Nazanin Salehi
Erin C. Lapeyrolerie
Minda Bautista Hickey
Jocelyn A. Portales
Colleen A. Wisel
Thomas J. Levendosky

Los Angeles
213 627-6336
San Diego
619 239-6336
Goldfarb & Lipman LLP

February 15, 2024

via e-mail

Gabrielle Whelan, Town Attorney
Town of Los Gatos
110 East Main Street
Los Gatos, CA 95030
GWhelan@losgatosca.gov

Re: **Legal Services – Town of Los Gatos – Land Use Assistance**

Dear Gabrielle:

Goldfarb & Lipman LLP would be pleased to continue to provide legal services to the Town of Los Gatos (the "Town") in connection with various land use matters relating to housing law, including those related to the Town's housing element, general plan, and development projects and related matters as authorized in writing by the City. We may advise the City regarding matters related to the North Forty property so long as it does not involve any confidential information we received based on our past representation of the developers.

I will have primary responsibility for our work with you on this matter, with primary assistance from Nazanin Salehi. Our goal is to provide you with quality legal services, on schedule and at a reasonable cost. To that end, we may also draw on the services of other colleagues as needed to provide the most cost-effective services.

Our fees will be billed on an hourly basis at the rates set forth in the attached Rate Schedule, and payable monthly based on the number of hours expended on the matter. Our billing rates for this matter reflect our discounted rates for legal advice and representation for public entity clients and are subject to the increases described in attached Goldfarb & Lipman's Legal Representation Policies and Procedures. Our hourly rates are adjusted from time to time and may change during the course of our engagement upon sixty (60) days prior written notice to you. If you choose not to consent to the increased rates, you may terminate our services by written notice effective when received by us. The time charged will include, but is not limited to, the time spent on telephone calls, emails and other electronic communications relating to the transaction, including calls and emails with Town staff and other parties and attorneys. The legal personnel

Docusign Envelope ID: E33FBA2D-EA42-4D7B-B286-45A0C67E92C0

assigned to this transaction may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. If more than one of the legal personnel participates in a call or attends a meeting, each may charge for the time spent as appropriate. We do not anticipate the need for any travel during this engagement.

Goldfarb & Lipman may withdraw with your consent or for good cause or if permitted under the Rules of Professional Conduct of the State Bar of California and/or applicable law. Among the circumstances under which we may withdraw are: (a) with your consent; (b) if your conduct renders it unreasonably difficult for the firm to carry out the legal services effectively; and/or (c) if you fail to pay fees or costs as required by this Agreement. Notwithstanding the withdrawal, you will remain obligated to pay Goldfarb & Lipman at the agreed rates for all services provided and to reimburse for all costs advanced during the term of our engagement.

Nothing in this Agreement and nothing in our statements to you will be construed as a promise or guarantee about the outcome of the representation. Goldfarb & Lipman makes no such promises or guarantees. Goldfarb & Lipman's comments about the outcome of the representation are expressions of opinion only, are neither promises nor guarantees, and will not be construed as promises or guarantees. Any estimate of fees given by Goldfarb & Lipman is not a representation of a flat fee and will not be a limitation on fees or a guarantee that fees and costs will not exceed the amount of any deposit or estimate. Actual fees may vary from estimates given.

When signed by an authorized agent on behalf of the Town, this letter constitutes the written fee agreement with Goldfarb & Lipman LLP in connection with the work described above. This agreement does not cover litigation services of any kind, whether in court, arbitration, administrative hearings, or government agency hearings. A separate written agreement for these services or services in any other matter not described above will be required.

Please call me if you have any questions or concerns about this proposal. If the arrangement described in this letter is satisfactory, then please sign the letter in the space provided on the following page and email an electronic copy to me at: bkautz@goldfarblipman.com, and keep a copy for your files.

We appreciate the opportunity to work with you and Town staff members, and look forward to representing the Town of Los Gatos on this matter.

Very truly yours,

BARBARA E. KAUTZ
bkautz@goldfarblipman.com

Enclosures: Rate Schedule; Billing Policies and Procedures

Docusign Envelope ID: E33FBA2D-EA42-4D7B-B286-45A0C67E92C0

ACCEPTED AND AGREED:

TOWN OF LOS GATOS

DocuSigned by:
By: Gabrielle Whelan
EFD6738A5534428...

Its: Gabrielle Whelan Town Attorney

Date: 3/11/2024

DocuSigned by:
Laurel Prevetti
853FEEA2EB39470...
Laurel Prevetti

Docusign Envelope ID: E33FBA2D-EA42-4D7B-B286-45A0C67E92C0

Goldfarb & Lipman LLP
Billing Rates Per Hour

Partner	$370-$390
Senior Counsel	$365-$390
Associate	$275-$365
Senior Law Clerk	$260
Law Clerk	$210
Project Coordinator	$210

Docusign Envelope ID: E33FBA2D-EA42-4D7B-B286-45A0C67E92C0

GOLDFARB & LIPMAN LLP
LEGAL REPRESENTATION POLICIES AND PROCEDURES

Dear Client:

Experience has shown that the attorney-client relationship works best when there is a mutual understanding about fees and payment terms. Accordingly, this letter is intended to briefly explain our billing policies and procedures. We encourage you to discuss with us any questions you may have concerning these policies and procedures.

To determine the value of our services, we require each of our lawyers and legal assistants to maintain time records for each client and matter. The time records are reviewed monthly by the responsible billing attorney. Our billing rates for services rendered for partners, associates, and for paralegals are attached. Our hourly rates are adjusted from time-to-time (generally once a year) and may change during the course of our engagement upon 60 days prior written notice to you.

It is our policy to serve you with the most effective support systems available. Therefore, in addition to our fees for legal services, we may also charge the actual costs for messengers, delivery other than by US postal service, court costs, and other costs and expenses incurred on your behalf that are reasonably necessary for our representation of you.

Our billing statements are due and payable upon receipt. Clients whose statements are not paid within 30 days of the statement date may be assessed a late charge on the unpaid balance at the rate of one-and-a-half percent per month.

We carry professional liability insurance above the limits required by law.

It is our policy to retain and ultimately destroy all files, documents, records, and writings relating to each engagement for which we have been retained without notifying clients or former clients of the destruction of these items. At the termination of services and conclusion of a matter covered by this agreement, we will release promptly upon your request all of your client papers and property, subject to any protective order, state statute, or nondisclosure agreement. After seven years have passed since the conclusion of such matter, we may dispose of your client papers and property. If you wish to have us retain your papers and property beyond seven years after the conclusion of such matter, you must make separate written arrangements with us. Client papers and property include: electronic and hard copy versions of any correspondence, pleadings, deposition transcripts, exhibits, experts' reports, legal documents, physical evidence, and other items reasonably necessary to the client's representation, whether the client has paid for them or not.

In closing, let us assure you that it has always been and will continue to be our goal to provide legal services to you on the most efficient and cost effective bases possible. If you have any questions or comments regarding our billing policies, please feel free to contact us. Thank you for your continued cooperation.

Very truly yours,

GOLDFARB & LIPMAN LLP

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 09/16/2025
ITEM NO: 10

DATE: September 16, 2025

TO: Mayor and Town Council

FROM: Gabrielle Whelan, Town Attorney

SUBJECT: **Adopt an Ordinance Amending Chapter 14, "Licenses and Miscellaneous Business Regulations," Article V, "Police Alarms," of the Town Code to Require Alarm Permits for Residences and Render Residential False Alarms Subject to Penalties**
Ordinance Title: An Ordinance of the Town Council of the Town of Los Gatos Amending Article V, "Police Alarms," of Chapter 14, "Licenses And Miscellaneous Business Regulations," of the Town Code

RECOMMENDATION: Adopt an Ordinance Amending Chapter 14, "Licenses and Miscellaneous Business Regulations," Article V, "Police Alarms," of the Town Code to Require Alarm Permits for Residences and Render Residential False Alarms Subject to Penalties.

FISCAL IMPACT:

The ordinance is expected to reduce avoidable public safety expenditures and generate revenue to offset the cost of responding to excessive false alarms. Staff time will be required for initial program setup and administration, which may be recovered through permit fees.

STRATEGIC PRIORITY:

Develop structure to ensure accountability of how funding resources move forward the Town's core goals and priorities.

DISCUSSION:

At the regular meeting of September 2, 2025, the Town Council held a public hearing to consider the introduction of an Ordinance Amending Chapter 14, "Licenses and Miscellaneous Business Regulations," Article V, "Police Alarms," of the Town Code to require Alarm Permits for

PREPARED BY: Bridgette Falconio
Administrative Technician

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Finance Director

residences and render residential false alarms subject to penalties. The Town Council voted unanimously to approve the introduction of the ordinance, with the following language added to the end of Section 14.50.095: "judicial or administrative proceeding," as well as a revised effective date of January 1, 2026.

This ordinance (Attachment 1) is returning to the Town Council for final adoption. The Ordinance will take effect January 1, 2026, which will allow time for the Police Department to conduct public outreach.

COORDINATION:

This report was in coordination with the Los Gatos Monte Sereno Police Department and the Town Attorney's office.

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

Attachments:
1. Draft False Alarm Permit Ordinance

DRAFT ORDINANCE

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS AMENDING ARTICLE V, "POLICE ALARMS," OF CHAPTER 14, "LICENSES AND MISCELLANEOUS BUSINESS REGULATIONS," OF THE TOWN CODE

WHEREAS, the Town's existing police alarm ordinance is codified at Town Code Sections 14.50.010 through 14.50.240 and currently regulates commercial properties only; and

WHEREAS, the police alarm ordinance currently provides for penalties for properties without a police alarm permit or properties with more than two false alarms in a six-month period and the ability to place properties with more than five false alarms in a calendar year in a "no response status;" and

WHEREAS, staff recommends amending the police alarm ordinance to include residential properties;

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Los Gatos as follows:

SECTION I.

Sections 14.50.010 through 14.50.240 of Article V, "Police Alarms," of Chapter 14, "Licenses and Miscellaneous Business Regulations," of the Town Code are amended to read as follows:

DIVISION 1. GENERALLY

Sec. 14.50.010. Findings and purpose.

The Town Council hereby finds as follows:

(1) The public is making increasing use of police alarms, and the Police are therefore being called to respond to such alarms with increasing frequency.

(2) More than ninety (90) percent of the alarms received and responded to turn out to be false.

(3) False alarms not only impose a financial burden on the Town, but also, by demanding fast Police response, cause substantial risk both to Police personnel and the public.

(4) It is therefore necessary to regulate the use of police alarm systems in the Town and to establish residential and commercial annual alarm permits, service charges, and penalties to be assessed in the event of repeated false alarms.

Sec. 14.50.015. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alarm permit. Documentation that a residential or commercial establishment has filed the appropriate form and paid applicable fees to the Town of Los Gatos to operate an alarm system at a specified location. Alarm permits are non-transferable.

Calendar year. January 1 through December 31 of the current year.

False alarm. Activation of a police alarm system, to which personnel of the Police Department respond, in circumstances where no Police emergency exists; provided, that such activation shall not be deemed a false alarm if the owner thereof establishes, by a preponderance of evidence, that the alarm was activated by matters entirely beyond the owner's control, including but not limited to acts of God or utility failures.

Notice. A written notice, given by personal service, or by the United States mail, postage prepaid, addressed to the person to be notified at the person's last known address. Service of such notice shall be effective upon the completion of personal service, or upon the placing of the notice into the custody of the United States Postal Service.

Owner. The person who owns or controls a police alarm system, including but not limited to a lessee, tenant, or other agent of the legal owner of the premises wherein the alarm system is installed, provided that such agent had actual control of and responsibility for the operation of the premises at the time of any false alarm.

Police alarm system. Any mechanical or electrical device which is designated or used for the detection or warning of unauthorized entry into a building, structure, or facility, or for alerting others of the commission of an unlawful act within a building, structure, or facility, or both, and which emits a sound or transmits a signal or message when activated. Police alarm systems include but are not limited to direct-dial telephone devices, audible alarms, and proprietor alarms. Devices which are not designated or used to register alarms perceptible from outside of the protected building, structure, or facility are excluded from this definition, as are auxiliary devices installed to protect the telephone system from damage or disruption by the use of an alarm system.

Police emergency. The unauthorized violent breaking, and/or entering, damaging or burglary of a building, structure, vehicle, or other facility, or the commission of a violent act likely to produce immediate bodily harm, or an attempt or serious threat of any of the acts described herein.

Premises. Those buildings, structures, vehicles or other facilities protected by a police alarm system and shall not include smaller or discrete subdivisions within such buildings, structures or facilities.

Secs. 14.50.020—14.50.075. Reserved.

DIVISION 2. OUTSIDE ALARMS

Sec. 14.50.080. Requirements.

(a) *Notices required to be posted.* Every person maintaining an outside audible alarm shall post a notice containing the names and telephone numbers of the persons to be notified in order to render repairs and service or secure the premises during any hour of the day or night if the alarm is activated. Such notice shall be posted near the alarm in such a position as to be legible from the ground level adjacent to the building where the alarm is located.

(b) *Siren sounds prohibited.* It shall be unlawful for any person to install or use a police alarm system which upon activation emits a sound similar to sirens in use on public emergency vehicles or for public disaster warning purposes.

(c) *Timing devices.* All local exterior bells, gongs, noise-making devices or pulsating lights shall have a timing device that will silence or turn off such devices or lights within ten (10) minutes following initial activation.

Sec. 14.50.085. Investigation.

One (1) of the law enforcement officers responding to each alarm shall attempt to ascertain by investigation whether such alarm was a false alarm. If the investigation indicates to the investigating officer that the alarm was a false alarm, the officer shall forward a report of this investigation to the Chief of Police or designee setting forth the findings.

Sec. 14.50.090. Notice to owner and review.

(a) Upon receipt of the report of a false alarm, the Chief of Police or designee shall review the report and may overrule, affirm, or modify the findings of the officer as can be determined from the facts and this article. If the Chief or designee determines that a false alarm occurred as defined by this article, the Chief will cause a written notice to be served upon the owner of the alarm system. The notice will state the following:

(1) A false alarm was apparently made from the described property and the circumstance involved in the false alarm; and

(2) The suggested steps that should be taken to prevent future false alarms; and

(3) A warning that if two (2) or more false alarms occur on the premises within a six-month period within a calendar year, a higher penalty will apply in accordance with the Town's administrative fine and penalty schedule and be assessed by the Town against the owner; and

(4) A statement that the owner may file a written response to the notice with the Chief within thirty (30) days of the date of the notice for the Chief or designee to consider in mitigation of the determination that a false alarm occurred, and a warning that the filing of a response is a necessary prerequisite to any current or future contention that the alarm was not false in either a judicial or administrative proceeding; and

(5) If the false alarm will subject the owner to an assessment pursuant to section 14.50.225, a statement of the charge to be assessed and the basis for the charge.

(b) The owner may respond in writing to the notice from the Chief within thirty (30) days of the notice. If such a response is filed, the Chief or designee will review the response and may conduct additional investigation as appropriate to determine whether a false alarm as defined in this article occurred. The determination of the Chief or designee following such a review shall be final, unless the determination of a false alarm would subject the owner to a false alarm assessment under section 14.50.225 because it would be the third or more false alarm within a six-month period within a calendar year, in which case, the appeal rights under section 14.50.105 apply. If no response, or appeal if applicable, is timely filed, the original determination shall be final.

Sec. 14.50.095. Notice of right to appeal.

In any case where the false alarm will subject the owner to an assessment pursuant to section 14.50.225, the written decision of the Chief of Police will state that the owner may appeal the decision to the Town Manager by filing a notice of appeal with the Town Manager pursuant to section 14.50.100, and a warning that the filing of an appeal is a necessary prerequisite to any current or future contention that the alarm was not false in either a judicial or administrative proceeding.

Sec. 14.50.100. Appeals.

Any person who has filed a response to the Chief of Police and has received an adverse decision regarding a second or more false alarm within a six-month period within a calendar year or a notice of a "no response status" pursuant to section 14.50.110 may appeal by filing a written notice of appeal with the Town Manager within fifteen (15) days after service of the notice of Chief's decision. The written notice of appeal shall specify the grounds for the appeal, and the stated grounds shall constitute the scope of review for the appeal. Filing of a notice of appeal shall stay an assessment until the appeal has been heard by the Town Manager. The appeal shall be set for hearing within thirty (30) days from the filing of the notice of appeal.

The Town Manager may overrule, affirm, or modify the decision of the Chief of Police regarding the false alarm or assessment amount, and the decision of the Town Manager shall be final and conclusive.

Sec. 14.50.105. Payment.

Within thirty (30) days of the service of the notice of assessment described in section 14.50.095, the owner of the subject alarm shall remit to the tax and license collector the full amount of the service charge.

Sec. 14.50.110. No response status.

After the Police Department has recorded more than five (5) false alarms within the calendar year, and after the responsible party of the location has been notified by first class mail that false alarms have occurred, the Chief of Police may authorize that the site be placed on a "no response status." The effective date of any no response status shall be twenty (20) days from the date of the notification, subject to an appeal filed pursuant to section 14.50.100. Once established, a no response status shall remain in effect until the Chief of Police is satisfied that adequate measures have been taken to eliminate the occurrence of false alarms, in which event the no response status shall be provisionally stayed for a maximum period of twelve (12) months. The occurrence of any additional false alarms during that provisional stay shall result in an immediate and non-appealable reinstatement of the no response status. When completed, without additional false alarms, the provisional stay shall terminate. A responsible party whose alarm system has been placed on no response status may appeal that decision as prescribed in section 14.50.100.

Secs. 14.50.115—14.50.155. Reserved.

DIVISION 3. AUTOMATIC CALLS

Sec. 14.50.160. Prohibited without prior written consent.

(a) No person, except a public utility engaged in the business of providing communications services and facilities shall use or operate, attempt to use or operate, or cause to be used or operated, or arrange, adjust, program or otherwise provide or install any device or combination of devices that will, upon activation either mechanically, electronically or by other automatic means, initiate an intrastate call and deliver a recorded message to any telephone number without the prior written consent of such subscriber.

(b) The term telephone number includes any additional numbers assigned by a public utility company engaged in the business of providing communications services and facilities to be used by means of a rotary or other system to connect with the subscriber to such primary number when the primary telephone number is in use.

Sec. 14.50.165. Registration.

Owners of police alarm systems which operate in the manner described in section 14.50.160 shall register them with the Chief of Police or designee and shall provide the following information:

(1) Name of alarm system owner.

(2) Business name, if any.

(3) Address where alarm system is located.

(4) Billing address.

(5) Alternate responsible parties

(6) Such other pertinent information as is required by the Chief of Police.

Secs. 14.50.170—14.50.220. Reserved.

DIVISION 4. FALSE ALARMS

Sec. 14.50.225. Charges.

There is hereby imposed a service charge upon every owner who reports, causes to be, or permits to be reported two (2) or more false alarms within a six-month period within a calendar year. Such service charge shall be set by the Town Council by resolution. A separate penalty shall be imposed for each false alarm beyond two (2) within a six-month period within a calendar year.

If the Police Department responds to an alarm at any residence or business operating in the Town of Los Gatos without a permit pursuant to subsection 14.050.240(a), such residence or business shall be charged two times the annual permit fee. The fee is payable within thirty (30) days to the Town of Los Gatos. If the alarm additionally was determined to be false, the business shall also incur one (1) false alarm violation pursuant to section 14.050.225.

Sec. 14.50.230. Exemptions.

For thirty (30) days after completion of an installation, new installations shall be exempt from this division.

Sec. 14.50.235. Collection.

If any person fails to pay the charges assessed pursuant to the provisions of this article, the Town may institute an action in any court of competent jurisdiction to collect any charges which may be due and payable in the same manner as any other debts owing to the town and

placed on a "no response status" until all past due debts are received. Alternatively, the Town may seek restitution of applicable fees via collection services, through an outside vendor.

DIVISION 5. ALARM PERMIT REQUIREMENT

Sec. 14.50.240. Alarm permit process.

(a) *Permits.* No residential or commercial building owner or operator shall operate or cause to be operated any alarm system within the Town of Los Gatos without a permit. Alarm system permits are not transferable.

(b) *Exemptions.* The provisions of this chapter are not applicable to, motor vehicles or facilities of the Town of Los Gatos.

(c) *Obtaining alarm system virtual permits and renewal.* Application for an alarm system *virtual* permit and renewal required under this chapter shall be issued by the Chief of Police or designee virtual permit fees are collected at the time of application and will not be pro-rated. The alarm system permit must be renewed annually by the last business day in December for the next calendar year. Such permit and renewal fees shall be established by council resolution.

(d) *Contents of the online permitting process.* The completed online application for an alarm system permit or renewal form shall state the name, address and telephone number of the applicant, the address and telephone number of the applicant's property serviced by any alarm system, as well as the name and address of at least three (3) responsible parties who can render service to the alarm system at any hour of the day or night and such other information as the Chief of Police or designee may deem appropriate.

(g) *Reporting Changes.* Any alarm residence or business registered with the Police Department shall immediately report in writing to the Police Chief or designee any change in the address or ownership of the residence or business, name of the business, if applicable, address of the manager of operations or responsible party list.

SECTION II. Severability.

In the event that a court of competent jurisdiction holds any Section, subsection, paragraph, sentence, clause, or phrase in this Ordinance unconstitutional, preempted, or otherwise invalid, the invalid portion shall be severed from this Article and shall not affect the validity of the remaining portions of this Article. The Town hereby declares that it would have adopted each Section, subsection, paragraph, sentence, clause, or phrase in this Section irrespective of the fact that any one or more Sections, subsections, paragraphs, sentences, clauses or phrases in this Section might be declared unconstitutional, preempted, or otherwise invalid.

SECTION III. CEQA.

Adopting this Ordinance is not a project subject to CEQA because it can be seen with certainty that it will not impact the environment (CEQA Guidelines Section 15378).

SECTION IV. Publication.

The Town Council hereby directs the City Clerk to cause this Ordinance or a summary thereof to be published or posted in accordance with Section 36933 of the Government Code of the State of California.

SECTION V. Effective Date.

The Ordinance will take effect January 1, 2026, which will allow time for the Police Department to conduct public outreach. This Ordinance was introduced at a regular meeting of the Town Council of the Town of Los Gatos on the 2 day of September 2025, and adopted by the Town Council of the Town of Los Gatos at its regular meeting on the 16 day of September 2025, by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

_____
MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

ATTEST:

_____
TOWN CLERK OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 09/16/2025
ITEM NO: 11

DATE: September 11, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Consider a Request for Approval to Modify Planned Development Ordinance 1281 to Increase the Maximum Floor Area Ratio (FAR) and Lot Coverage for Property Zoned R-M:5-12:PD. Located at 130 Vasona Oaks Drive. APN 424-42-008. Exempt Pursuant to CEQA Guidelines, Section 15061 Review for Exemption (b)(3). Planned Development Amendment Application PD-25-002. Applicant: Elad Batito, Green Bay Remodeling Inc. Property Owner: Ken MacDonald. Project Planner: Samina Merchant. Ordinance Title: An Ordinance of the Town Council of the Town of Los Gatos Repealing and Replacing Planned Development Ordinance 1281 Establishing Development Standards and Allowable Uses for Lots within the Planned Development Overlay Zone Relative to the Maximum Floor Area Ratio and the Maximum Lot Coverage Allowed on Lot 8 in the Vasona Oaks Subdivision at Vasona Oaks Drive.**

RECOMMENDATION: Accept the Planning Commission's recommendation and introduce a new Ordinance repealing and replacing Planned Development Ordinance 1281 to increase the maximum floor area ratio (FAR) and lot coverage for property zoned R-M:5-12:PD, located at 130 Vasona Oaks Drive.

FISCAL IMPACT:

There is no fiscal impact associated with this action. Repealing and replacing a Planned Development Ordinance does not in itself result in an impact on the Town's budget.

STRATEGIC PRIORITY:

There is no strategic priority associated with the item.

PREPARED BY: Samina Merchant
Associate Planner

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, Community Development Director, and Finance Director

BACKGROUND:

The subject property is approximately 1,977 square feet, located in the northern portion of the Planned Development (PD), Vasona Oaks subdivision (Attachment 1). The site is developed with an existing detached single-family residence of 2,001 square feet and a 464 square foot attached garage.

PD Ordinance 1281 was adopted by the Town Council in December 1975. The PD Ordinance allowed rezoning the property from R-M:5-12 to R-M:5-12:PD, allowing subdivision of the property into 17 single-family lots and one common area lot (Attachment 3, Exhibit 3).

In May 1976, the Planning Commission approved construction of 17 detached single-family residences, landscaping, parking, and other improvements as detailed in the "Precise Development Plan" submitted with the Zone Change and Subdivision applications.

According to County Assessor records, the existing residence on the subject property was constructed in 1977. In July 1999, the Town approved an application to convert a portion of the existing attic space into a living area for this property through the Minor Residential Development application process.

DISCUSSION:

A. Project Summary

The property owner is requesting an amendment to PD Ordinance 1281 to increase the maximum FAR from 1.01 to 1.22 and lot coverage from 66 percent to 73.40 percent. No construction or site development is proposed with this application. If this PD amendment application is approved, a development proposal for the construction of additions greater than 100 SF to an existing second story would be reviewed and processed under a future Minor Residential Development application.

Full discussion and analysis of the project is provided in the August 13, 2025, Planning Commission Staff Report (Attachment 3). A draft modified PD Ordinance is included as Attachment 2.

B. Planning Commission

On August 13, 2025, the Planning Commission received the staff report and applicant's presentation on the proposed project (Attachment 4). Included in the staff report packet was correspondence with the Vasona Oaks Homeowners Association (HOA), indicating their approval and a summary of the applicant's conducted neighborhood outreach results (Attachment 3, Exhibit 7). After discussing the matter, the Planning Commission voted unanimously to recommend approval of the project to the Town Council.

PUBLIC COMMENTS:

Consistent with the Town's Height Pole, Flagging, Netting, and Signage Policy, a project sign was installed on the site on May 9, 2025. Installation of story poles is not required under the policy. Additionally, notice cards for the Town Council meeting were mailed to all property owners and residents within 300 feet of the PD, a legal advertisement was published in the newspaper, and meeting agendas were posted at Town Hall and the Library. No public comments were received during the Planning Commission review, and none have been submitted at the time this report was published.

CONCLUSION:

The property owner is requesting an amendment to PD Ordinance 1281 to increase the maximum FAR and lot coverage for property zoned R-M:5-12:PD, located at 130 Vasona Oaks Drive. No construction or site development is proposed with this application. Any future development proposal for the subject property would be processed and reviewed under a separate planning application.

RECOMMENDATION:

Staff recommends that the Town Council take the following actions to approve the PD amendment:

1. Make the finding that the proposed project is Exempt pursuant to the adopted Guidelines for the Implementation of the California Environmental Quality Act, Section 15061 (b)(3): Review for Exemption (Exhibit 2 of Attachment 3);
2. Make the findings required by Section 29.80.095 of the Town Code for a Planned Development Ordinance (Exhibit 2 of Attachment 3);
3. Make the finding that the amendment to the Planned Development Ordinance is consistent with the General Plan (Exhibit 2 of Attachment 3); and
4. Approve Planned Development application PD-25-002 and introduce the Ordinance affecting the zone change (Attachment 2).

ALTERNATIVES:

Alternatively, the Council can:

1. Approve the application with additional and/or modified conditions; or
2. Continue the matter to a date certain with specific direction; or
3. Deny the applications and make the required findings for denial.

COORDINATION:

This memorandum has been prepared in coordination with the Building Division, Park and Public Works Department, Santa Clara County Fire Department, and the Town Attorney's Office.

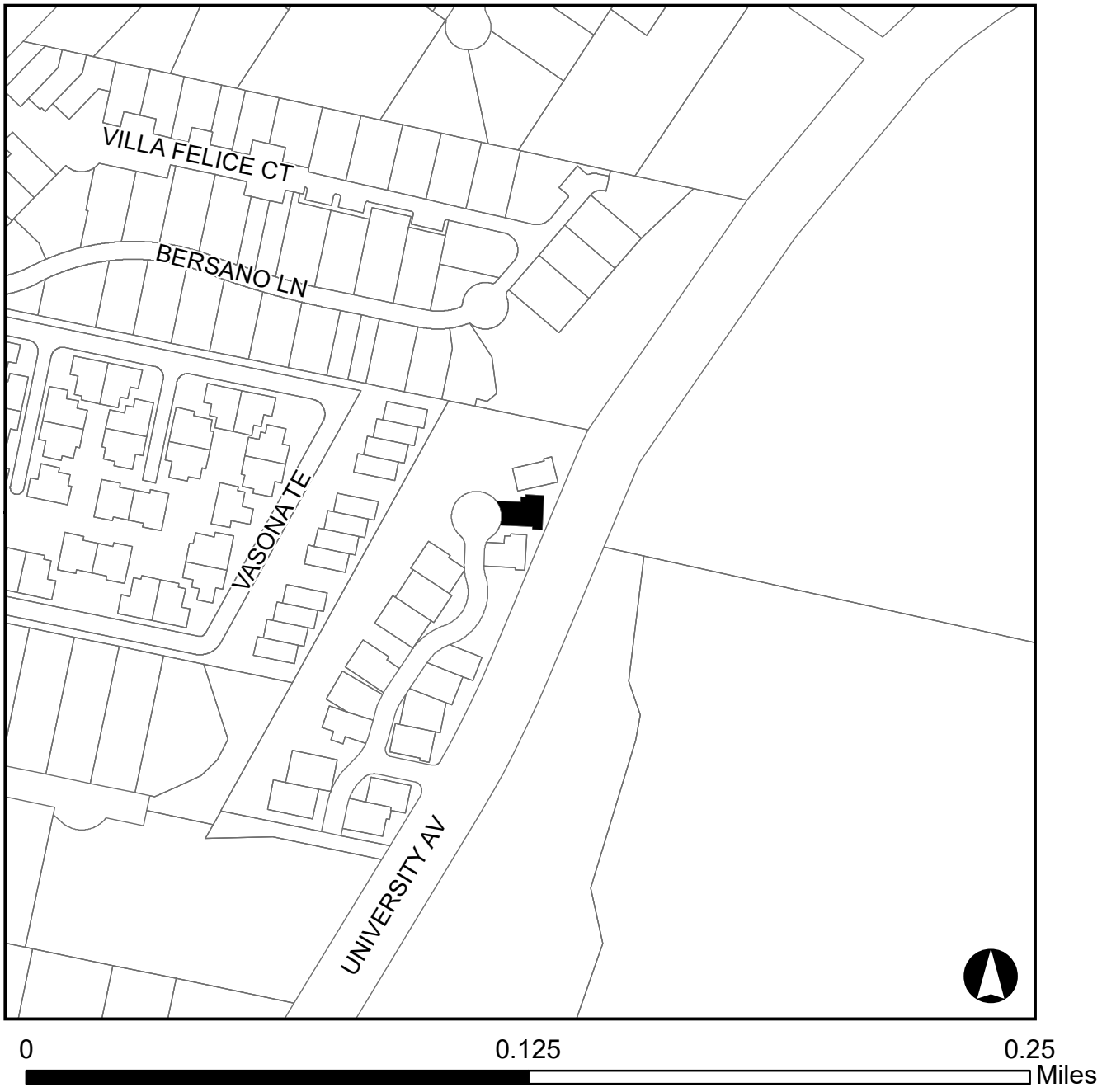
ENVIRONMENTAL ASSESSMENT:

This Project is Exempt pursuant to the adopted Guidelines for the Implementation of the California Environmental Quality Act, Section 15061 (b)(3), in that it can be seen with certainty that there is no possibility that the proposed amendment to the PD Ordinance will have a significant effect on the environment. The application proposes minor amendments to performance standards regarding the allowable FAR and lot coverage for developed property.

ATTACHMENTS:

1. Location map
2. Draft Planned Development Ordinance
3. August 13, 2025, Planning Commission Staff Report, with Exhibits 1 through 9
4. August 13, 2025, Planning Commission Verbatim Minute

130 Vasona Oaks Drive



ATTACHMENT 1

This Page Intentionally Left Blank

ORDINANCE NO.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS REPEALING AND REPLACING PLANNED DEVELOPMENT ORDINANCE 1281 ESTABLISHING DEVELOPMENT STANDARDS AND ALLOWABLE USES FOR LOTS WITHIN THE PLANNED DEVELOPMENT OVERLAY ZONE AND THE MAXIMUM FLOOR AREA RATIO AND THE MAXIMUM LOT COVERAGE ALLOWED ON LOT 8 IN THE VASONA OAKS SUBDIVISION AT VASONA OAKS DRIVE.

WHEREAS, the applicant, Elad Batito of Green Bay Remodeling Inc., proposes to modify Planned Development Ordinance 1281 to allow an increase in floor area ratio and lot coverage beyond the limits authorized by Ordinance 1281 for the property located at 130 Vasona Oaks Drive (Lot 8 in the Vasona Oaks Subdivision);

WHEREAS, the performance standards of the original Planned Development Ordinance will remain in effect for all lots within this Planned Development Overlay Zone, except where allowed or modified by Performance Standard #9 below for Lot 8;

WHEREAS, the Town Council considered the Planning Commission's recommendation, the staff report, and all evidence and testimony presented at the public hearing, and finds that the requested amendments are compatible with the surrounding neighborhood and consistent with the goals and policies of the General Plan; and

WHEREAS, the Town Council approves Planned Development application PD-25-002 to repeal and replace Planned Development Ordinance 1281 adopting the "Development Plan for Lot 8" for the property, clarifying development standards, allowable uses, and performance standards for this Planned Development Zone as well as standards specific to Lot 8 within the Vasona Oaks Subdivision.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF LOS GATOS DOES ORDAIN AS FOLLOWS:

SECTION I. Legislative Findings.

A. With regard to CEQA, the request to modify Planned Development Ordinance 1281 is not subject to the California Environmental Quality Act, because it can be seen with certainty that it will not impact the physical environment. (CEQA Guidelines Section 15061(b)(3).)

B. With regard to required compliance with the Town Code, as required by Section 29.80.095 of the

Town Code for granting a Planned Development Overlay Zone, the proposed amendment:

1. **Is consistent with Chapter 29, Article VIII, Division 2 of the Town Code in that it meets the purpose and intent of a Planned Development Overlay Zone;**
2. **Conforms with the goals, policies, and applicable land use designations and standards of the Town's General Plan, including but not limited to Policy LU-6.8;**
3. **Conforms with all other applicable provisions of the Town Code, including Town Council–adopted guidelines, except as otherwise modified through the Planned Development process; and**
4. **Includes development standards or uses that deviate from the underlying zoning in a way that results in innovative site planning and provides public benefit through maximized open space.**

C. With regard to required consistency with the Town's General Plan, the amendment to the Planned Development Overlay is consistent with the General Plan and its Elements, including but not limited to Policy LU-6.8; and that the amendment to the Planned Development Overlay zoning is consistent with the existing General Plan designation.

SECTION II. Planned Development Overlay Zone.

The zoning of the property shown on the map which is attached hereto as Exhibit A and is a part of this ordinance will remain R-M:5-12:PD (Multiple Family Residential, 5-12 dwelling units per net acre – Planned Development), but the performance standards will be amended as set forth below.

SECTION III. Uses and Improvements Authorized.

The PD (Planned Development) Zone established by this Ordinance authorizes development on the above-described real property of 17 single family detached dwellings, landscaping, parking, and other Improvements shown and required on the "Official Development Plan" on file with the Town Clerk and Planning Department. Permitted uses for the project are specified by Chapter 29, Article IV, Division 6 of the Zoning Ordinance (as this section exists at the time of the adoption of this Ordinance or as amended in the future), and on Page 1 of the developer's "Official Development Plan." All other uses as listed in Section 29.40.615 of the Zoning Ordinance are conditional uses and require issuance of a Conditional Use Permit.

SECTION IV. Minor Residential Development Approval Required.

Prior to the issuance of any permits in compliance with the "Official Development Plan" and the "Development Plan for Lot 8" hereby approved, Minor Residential Development approval is required.

DRAFT

SECTION V. Official Development Plan

The "Official Development Plan" for the Planned Development established by this Ordinance consists of this Ordinance and the following listed plans (approved stamped, December 1, 1975) and the "Development Plan for Lot 8," which are on file in the Office of the Town Clerk and the Community Development Department.

1. Sheet No. 1: Site plan, illustrating: 17 detached single-family residences, garages, 17 open off-street parking stalls, landscaping areas, balconies and decks, and vehicular access and circulation.
2. Sheet No. 2: Section through the property showing the slope, and units on either side of the proposed street.
3. Sheet No. 3: Block elevation of all units facing the University Avenue street scene.
4. Sheets 4, 5, and 6: Typical building elevations of both uphill and downhill structures.
5. Development Plan for Lot 8, included as Exhibit 9 of the August 13, 2025, Planning Commission Staff Report.

SECTION VI. Performance Standards.

In addition to the foregoing plans, the following performance standards are part of the "Official Development Plan:"

1. That the conditions, covenants, and restrictions be submitted for approval in conjunction with the tentative subdivision map and the Precise Development Plan.
2. That the setbacks and building separations shown on the "Official Development Plan" be considered as minimum in preparation of the Precise Development Plan.
3. That all paved areas be separated from landscaped areas with a 6" high concrete curb.
4. That the applicant guarantee by contract and bond the installation of street improvements as follows:
   University Avenue: Widen approximately 12 feet to provide left-turn storage at the Intersection with the new street. Install new concrete curb and gutter and street lighting.
   New Street: Install curb and gutter, pavement (24' curb to curb), street lighting, storm drainage and sanitary sewer.
5. Dedication of right-of-way along University Avenue, as required, to a line 10 feet behind the new face of curb.
6. Dedication of the interior street and cul-de-sac bulb. The interior street shall be 24 feet (curb to curb) within a 26-foot minimum right-of-way.
7. That the garages shall be located less than 10 feet or more than 20 feet from the curb line.

DRAFT

8. That a soils engineering report be provided to establish the stability of the existing slope bank, and shall recommend grading procedures and protective measures for the project. This report shall be to the satisfaction of the Town Engineer.
9. Lot 8 will be subject to the performance standard set forth above. However, the "Official Development Plan" shall be deemed to include development plans specific to Lot 8 reflecting modifications to a single-family residence located at 130 Vasona Oaks Drive (APN: 424-42-008) included as Exhibit 9 of the August 13, 2025, Planning Commission Staff Report. These Lot 8 modifications include the enclosure of an existing second-story deck to create an enclosed 231-square foot sunroom, expansion of the second floor living area by 91 square feet, and creation of 92 square feet of additional living area on the third floor. As a result of these modifications on Lot 8, the maximum floor area ratio (FAR) will increase from 1.01 to 1.22, and lot coverage will increase from 66 percent to 73.40 percent. The modified plans for Lot 8 are on file in the Office of the Town Clerk and Planning Department and shall be subject to the same standards and conditions as the original approved Precise Development Plan with the exception of FAR and lot coverage as outlined above.

SECTION VII. Severability.

In the event that a court of competent jurisdiction holds any Section, subsection, paragraph, sentence, clause, or phrase in this Ordinance unconstitutional, preempted, or otherwise invalid, the invalid portion shall be severed from this Ordinance and shall not affect the validity of the remaining portions of this Ordinance. The Town hereby declares that it would have adopted each Section, subsection, paragraph, sentence, clause, or phrase in this Ordinance irrespective of the fact that any one or more Sections, subsections, paragraphs, sentences, clauses, or phrases in this Ordinance might be declared unconstitutional, preempted, or otherwise invalid.

SECTION VIII. Publication.

In accordance with Section 36937 of the Government Code of the State of California, this Ordinance takes effect 30 days from the date of its passage. The Town Council hereby directs the Town Clerk to cause this Ordinance or a summary thereof to be published or posted in accordance with Section 36933 of the Government Code of the State of California.

SECTION IX. Effective Date.

This Ordinance was introduced at a regular meeting of the Town Council of the Town of Los Gatos on the 16th day of September 2025, and adopted by the Town Council of the Town of Los Gatos at its regular meeting on the ____ day of _____ 2025, by the following vote:

COUNCIL MEMBERS:
AYES:
NAYS:
ABSENT:
ABSTAIN:

SIGNED:

_____
MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

ATTEST:

_____
TOWN CLERK OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DRAFT

This Page Intentionally Left Blank

TOWN OF LOS GATOS

Application No. PD-25-002 **A.P.N. #** 424-42-008

Change of zoning map amending the Town Zoning Ordinance.

☒ **Zone Change** **From: R-M:5-12:PD To: R-M:5-12:PD**

☐ **Prezoning**

N

Forwarded by Planning Commission **Date: August 13, 2025**

Approved by Town Council **Date:** **Ord:**

Clerk Administrator: **Mayor:**

EXHIBIT A

This Page Intentionally Left Blank

TOWN OF LOS GATOS
PLANNING COMMISSION
REPORT

MEETING DATE: 08/13/2025

ITEM NO: 4

DATE: August 8, 2025

TO: Planning Commission

FROM: Joel Paulson, Community Development Director

SUBJECT: Consider a Request for Approval to Modify Planned Development Ordinance 1281 to Increase the Maximum Floor Area Ratio (FAR) and Lot Coverage for Property Zoned R-M:5-12:PD. **Located at 130 Vasona Oaks Drive**. APN 424-42-008. This Request for Modification of a Planned Development Ordinance is not Considered a Project Pursuant to the California Environmental Quality Act. Planned Development Amendment Application PD-25-002. Applicant: Elad Batito, Green Bay Remodeling Inc. Property Owner: Ken MacDonald. Project Planner: Samina Merchant.

RECOMMENDATION:

Forward a recommendation of approval to the Town Council on a request to modify Planned Development Ordinance 1281 to increase the maximum floor area ratio (FAR) and lot coverage for property zoned R-M:5-12:PD, located at 130 Vasona Oaks Drive.

PROJECT DATA:

General Plan Designation: Medium Density Residential
Zoning Designation: R-M:5-12:PD, Multiple Family Residential (five to 12 dwelling units per acre) – Planned Development Overlay
Applicable Plans & Standards: General Plan, Town Code
Parcel Size: 1,977 square feet

Surrounding Area			
	Existing Land Use	**General Plan**	**Zoning**
North	Residential	Medium Density Residential	R-M:5-12:PD
East	Open Space	Open Space	RC
South	Residential	Medium Density Residential	R-M:5-12:PD
West	Residential	Medium Density Residential	R-M:5-12

PREPARED BY: Samina Merchant
Associate Planner

Reviewed by: Planning Manager, Community Development Director, and Town Attorney

CEQA:

The request to modify Planned Development (PD) Ordinance 1281 is not considered a project pursuant to the California Environmental Quality Act.

FINDINGS:

- As required by Section 29.80.095 of the Town Code for granting approval of a Planned Development Overlay Zone; and
- That the amendment to the Planned Development Overlay Zone is consistent with the General Plan.

ACTION:

Forward a recommendation regarding Planned Development Amendment application PD-25-002 to the Town Council.

BACKGROUND:

The subject property is approximately 1,977 square feet, located in the northern portion of the Vasona Oaks subdivision (Exhibit 1). The site is developed with an existing detached single-family residence of 2,001 square feet, with a 464-square foot attached garage.

In December 1975, the Town Council adopted PD Ordinance 1281, rezoning the property from R-M:5-12 to R-M:5-12:PD, allowing subdivision of the property into 17 single-family lots and one common area lot (Exhibit 3).

In May 1976, the Planning Commission approved construction of 17 detached single-family residences, landscaping, parking, and other improvements as detailed in the "Precise Development Plan" submitted with the Zone Change and Subdivision applications.

According to County Assessor records, the existing residence on the subject property was constructed in 1977. In July 1999, the Town approved an application to convert a portion of existing attic space into a living area for this property through the Minor Residential Development application process.

PROJECT DESCRIPTION:

A. Location and Surrounding Neighborhood

The subject lot is approximately 1,977 square feet, located in the northern portion of the Vasona Oaks subdivision (Exhibit 1). The site is developed with a detached single-family

residence that is 2,001 square feet, including a 464-square-foot attached garage. The property takes access from the west side of University Avenue via Vasona Oaks Drive, just north of Farley Road. Adjacent properties are developed with single-family residences and are zoned R-M:5-12:PD.

B. Project Summary

The property owner is requesting an amendment to PD Ordinance 1281 to increase the maximum FAR and lot coverage allowed for the subject property. No construction or site development is proposed with this application. If this PD amendment application is approved, a development proposal for the construction of additions greater than 100 SF to an existing second story would be reviewed and processed under a future Minor Residential Development application.

C. Zoning Compliance

PD Ordinance 1281 allowed for subdivision of the property and development of the 17 lots with single-family residences. The subject property's lot width, lot size, setbacks, FAR, and lot coverage were approved through the development plans included with PD Ordinance 1281.

The proposed PD amendment would allow for an increase to the maximum allowable FAR and lot coverage for the subject property and would not alter the existing lot size, width, or setbacks. The proposed future development includes an increase in total living area from 2,001 square feet to 2,416 square feet, with additions proposed to the second and third floors. The first floor and garage area would remain unchanged. As a result, the FAR of the residence would increase from 1.01 to 1.22 and the lot coverage would increase from 66 percent to 73.4 percent.

A summary of the R-M:5-12 development standards, approved PD plans, and the proposal is provided in the following table:

R-M:5-12 Development Standards			
	R-M:5-12:PD Precise Development Plans	**Existing Conditions**	**Proposed Conditions**
Lot Size	unknown	1,977 sf	No change
FAR-Home	Approx. 0.89	1.01	1.22
FAR-Garage	0.233	0.233	No change
Lot Coverage	Approx. 66%	66%	73.40%
First Floor Living	678 sf	No change	No change
Second Floor Living	1,087 sf	1,087 sf	1,409 sf
Third/Mezzanine Floor Living	-	236 sf	329 sf
Total	1,765 sf	2,001 sf	2,416 sf
Garage	464 sf	No change	No change

DISCUSSION:

A. Planned Development Amendment

The applicant is requesting approval to modify PD Ordinance 1281. The proposed modifications include enclosing an existing second-story deck to create a 231-square foot sunroom, expanding the second-floor living area by 91 square feet, and converting 93 square feet of existing attic area to living area within the existing roof structure. This request requires the addition of a new Performance Standard #9 to the amended Ordinance (Exhibit 4). The applicant asserts that the project would not expand the building footprint and the visual character of the neighborhood would remain unchanged (Exhibit 5). However, the addition of the sunroom expands the building footprint, contributing to the increase in lot coverage, and adds visual mass to the second story. The overall design would continue to remain consistent with the style and scale of the surrounding neighborhood, as the proposed modifications would utilize the existing structure by enclosing a second-story deck rather than significantly expanding the building footprint outward. The proposed project continues to meet the open space requirements of the underlying zone.

The following table summarizes the size of the residences within the Vasona Oaks subdivision. The lot sizes range from 1,711 square feet to 2,616 square feet. Based on Town and County records, the square footage of the residences ranges from 1,750 square feet to 2,001 square feet. In terms of FAR and square feet, the proposed increase to the allowable FAR and residence size on Lot 8 would result in the largest residence within the Vasona Oaks subdivision.

The subject property's square footage was recently measured to reflect current and proposed conditions. Town records show that at least two other residences have expanded livable space by converting attic areas within the existing roofline.

FAR Comparison - Neighborhood Analysis						
Lot	**Address**	**Lot Size**	**Residence**	**FAR**	**Stories**	**Garage**
1	100 Vasona Oaks Dr	2,223	1,750 sf	0.79	2	451 sf
2	104 Vasona Oaks Dr	1,867	1,750 sf	0.94	2	451 sf
3	108 Vasona Oaks Dr	2,097	1,750 sf	0.83	2	451 sf
4	112 Vasona Oaks Dr	2,403	1,750 sf	0.73	2	451 sf
5	116 Vasona Oaks Dr	2,225	1,750 sf	0.79	2	451 sf
6	120 Vasona Oaks Dr	1,871	1,896 sf	1.01	3	451 sf
7	126 Vasona Oaks Dr	2,026	1,956 sf	0.97	3	451 sf
8	**130 Vasona Oaks Dr (Existing)**	**1,977**	**2,001 sf**	**1.01**	**3**	**464 sf**
8	**130 Vasona Oaks Dr (Proposed)**	**1,977**	**2,416 sf**	**1.22**	**3**	**464 sf**
9	134 Vasona Oaks Dr	1,711	1,750 sf	1.02	2	451 sf
10	125 Vasona Oaks Dr	2,494	1,850 sf	0.74	2	430 sf
11	123 Vasona Oaks Dr	2,608	1,850 sf	0.71	2	430 sf
12	119 Vasona Oaks Dr	2,576	1,850 sf	0.72	2	430 sf
13	115 Vasona Oaks Dr	2,478	1,850 sf	0.75	2	430 sf
14	111 Vasona Oaks Dr	2,616	1,850 sf	0.71	2	430 sf
15	109 Vasona Oaks Dr	2,097	1,850 sf	0.88	2	430 sf
16	105 Vasona Oaks Dr	2,608	1,850 sf	0.71	2	430 sf
17	101 Vasona Oaks Dr	2,426	1,850 sf	0.76	2	430 sf

Should the request to modify the PD Ordinance 1281 be approved, a Minor Residential Development application will be required to review the proposed additions greater than 100 SF to an existing second story.

B. Neighbor Outreach

The applicant submitted correspondence indicating approval from the Vasona Oaks Homeowners Association (Exhibit 6). The applicant also conducted neighborhood outreach, which included a list of contacted property owners and a summary of the outreach results (Exhibit 7). No public comments were received at the time of this report's preparation.

PUBLIC COMMENTS:

Written notice was sent to property owners and occupants within 300 feet of the property. No comments were received at the time this report was published.

ENVIRONMENTAL REVIEW:

The request to modify PD Ordinance 1281 is not considered a project pursuant to the California Environmental Quality Act.

CONCLUSION:

A. Summary

The property owner is requesting an amendment to PD Ordinance 1281 to increase the maximum FAR and lot coverage on the property located at 130 Vasona Oaks Drive. No construction or site development is proposed with this application. Any future development proposal for the subject property would be processed and reviewed under a separate planning application.

B. Recommendation

Based on the summary above, staff recommends the Planning Commission take the following actions to forward the PD amendment application to the Town Council with a recommendation of approval:

1. Recommend that the Town Council make the findings required by Section 29.80.095 of the Town Code for a Planned Development Ordinance (Exhibit 2); and
2. Recommend that the Town Council adopt the amended Planned Development Ordinance.

C. Alternatives

Alternatively, the Commission can:

1. Forward a recommendation for approval of the application with modified performance standards to the Town Council; or
2. Forward a recommendation of denial of the application to the Town Council; or
3. Continue the matter to a date certain with specific direction.

EXHIBITS:

1. Location map
2. Required findings
3. Planned Development Ordinance 1281
4. Draft Planned Development Ordinance
5. Letter of Justification
6. Vasona Oaks Homeowners Association (HOA) Approval
7. Summary of Neighborhood Outreach
8. Site Photos
9. Development Plans

This Page Intentionally Left Blank

130 Vasona Oaks Drive

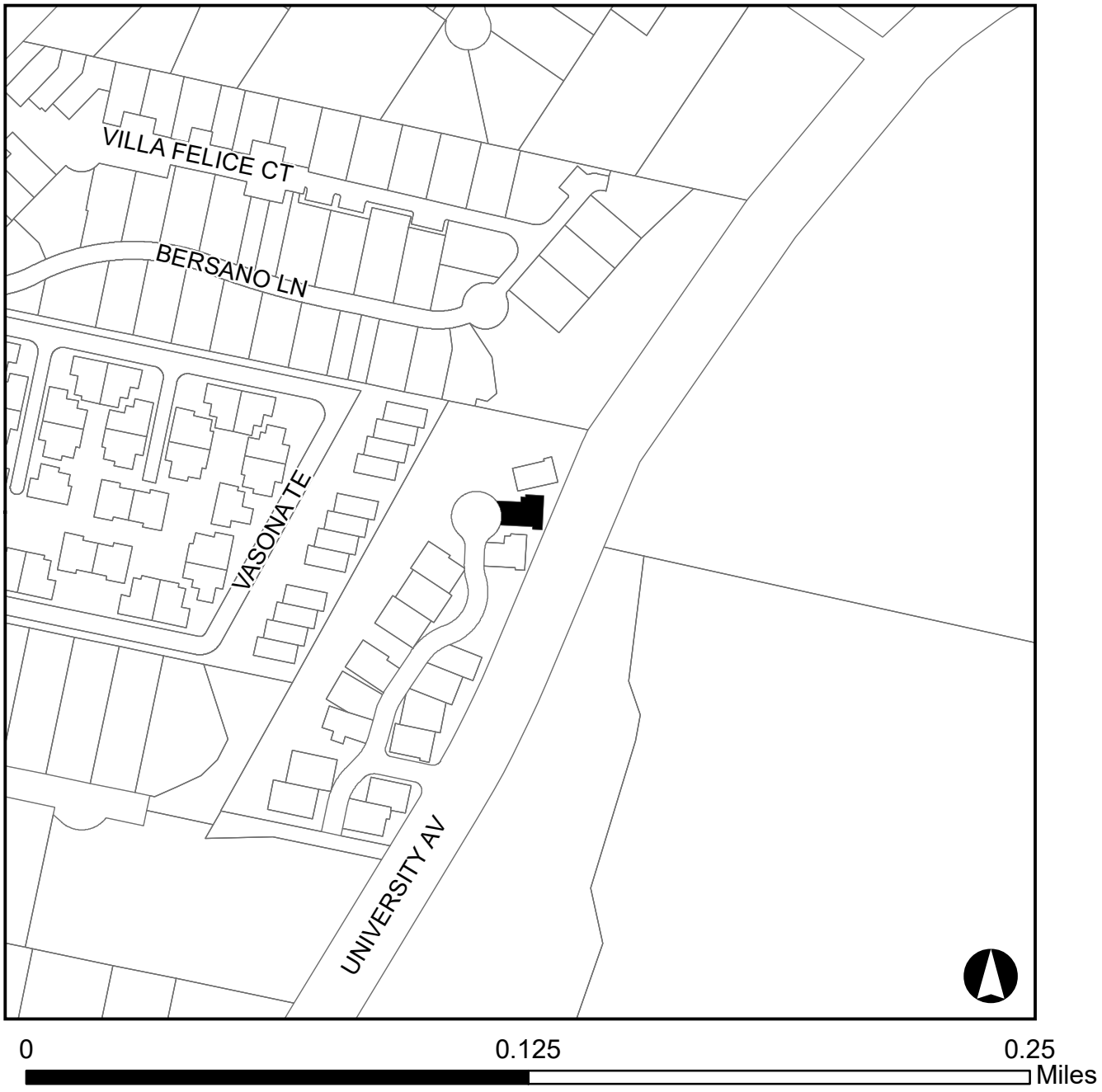


EXHIBIT 1

This Page Intentionally Left Blank

PLANNING COMMISSION – *August 13, 2025*
REQUIRED FINDINGS FOR:

130 Vasona Oaks Drive
Planned Development Amendment PD-25-002

Requesting Approval for Modification of Planned Development Ordinance 1281 to Increase the Maximum Floor Area Ratio (FAR) and Lot Coverage for Property Zoned R-M:5-12:PD. This Request for Modification of a Planned Development Ordinance is not Considered a Project Pursuant to the California Environmental Quality Act.

Property Owner: Ken MacDonald
Applicant: Elad Batito, Green Bay Remodeling Inc

FINDINGS

Required finding for CEQA:

- The request to modify Planned Development Ordinance 1281 is not considered a project pursuant to the California Environmental Quality Act.

Required compliance with the Town Code:

- As required by Section 29.80.095 of the Town Code for granting a Planned Development Overlay Zone, the proposed amendment:

  - The proposed amendment is consistent with Chapter 29, Article VIII, Division 2 of the Town Code in that it meets the purpose and intent of a Planned Development Overlay Zone;
  - The proposed amendment is in conformance with the goals, policies, and applicable land use designations and standards of the Town's General Plan, including but not limited to Policy LU-6.8;
  - The proposed amendment is in conformance with all other applicable provisions of the Town Code, including Town Council–adopted guidelines, except as otherwise modified through the Planned Development process; and
  - The proposed amendment includes development standards or uses that deviate from the underlying zoning in a way that results in innovative site planning and provides public benefit through maximized open space.

Required consistency with the Town's General Plan:

- That the amendment to the Planned Development Overlay is consistent with the General Plan and its Elements, including but not limited to Policy LU-6.8; and that the amendment to the Planned Development Overlay zoning is consistent with the existing General Plan designation.

This Page Intentionally Left Blank

ORDINANCE NO. 1281

AN ORDINANCE OF THE TOWN OF LOS GATOS AMENDING THE ZONING ORDINANCE EFFECTING ZONE CHANGE NO. 149 FROM R-M:5-12 TO R-M:5-12-PD.

The Town Council of the Town of Los Gatos does ordain as follows:

SECTION 1.

The Zoning Ordinance of the Town of Los Gatos is hereby amended to change the zoning of the property shown on the map which is attached hereto and is a part of this ordinance from R-M:5-12 (Multiple Family Residential, 5-12 dwelling units per net acre) to R-M:5-12-PD (Multiple Family Residential, 5-12 dwelling units per net acre - Planned Development).

SECTION 2.

Uses and Improvements Authorized

The PD (Planned Development Combining) Zone established by this Ordinance authorizes development on the above described real property of 17 single family detached dwellings, landscaping, parking and other improvements shown and required on the "Official Development Plan" on file with the Town Clerk and Planning Department. Permitted uses for the project are specified by Article 6-1, Section 6-1.4 of the Zoning Ordinance (as this section exists at the time of the adoption of this Ordinance or as amended in the future), and on Page 1 of the developer's "Official Development Plan". All other uses as listed in Section 6-1.5 of the Zoning Ordinance are conditional uses and require issuance of a Conditional Use Permit.

SECTION 3.

Official Development Plan

Prior to the issuance of any permits in compliance with the "Official Development Plan" hereby approved, precise plans shall be submitted to and approved by the Planning Commission of the Town of Los Gatos pursuant to Section 20.11 of Ordinance 867.

RECEIVED
DEC 22 1975
TOWN OF LOS GATOS
PLANNING DEPARTMENT
By

12-17-75
cc: Planning

The "Official Development Plan" for the Planned Development Combining District established by this Ordinance consists of this Ordinance and the following listed plans (approved stamped, Dec. 1, 1975), which are those required by compliance with Sections 20.6 through 20.9 of the Town Zoning Ordinance, and are on file in the Office of the Town Clerk and the Office of the Town Planning Department.

1. Sheet No. 1: Site plan, illustrating: 17 detached single family residences, garages, 17 open off-street parking stalls, landscaping areas, balconies and decks, and vehicular access and circulation.

2. Sheet No. 2: Section through the property showing the slope, and units on either side of the proposed street.

3. Sheet No. 3: Block elevation of all units facing the University Avenue street scene.

4. Sheets 4, 5 and 6: Typical building elevations of both uphill and downhill structures.

In addition to the foregoing plans, the following performance standards are part of the "Official Development Plan":

1. That the conditions, covenants and restrictions be submitted for approval in conjunction with the tentative subdivision map and the Precise Development Plan.

2. That the setbacks and building separations shown on the "Official Development Plan" be considered as minimum in preparation of the Precise Development Plan.

3. That all paved areas be separated from landscaped areas with a 6" high concrete curb.

4. That the applicant guarantee by contract and bond the installation of street improvements as follows:

   University Avenue: Widen approximately 12 feet to provide left-turn storage at the intersection with the new street. Install new concrete curb and gutter and street lighting.

   New Street: Install curb and gutter, pavement (24' curb to curb), street lighting, storm drainage and sanitary sewer.

5. Dedication of right-of-way along University Avenue, as required, to a line 10 feet behind the new face of curb.

6. Dedication of the interior street and cul-de-sac bulb. The interior street shall be 24 feet (curb to curb) within a 26-foot minimum right-of-way.

7. That the garages shall be located less than 10 feet or more than 20 from the curb line.

8. That a soils engineering report be provided to establish the stability of the existing slope bank, and shall recommend grading procedures and protective measures for the project. This report shall be to the satisfaction of the Town Engineer.

SECTION 4.

The Town Clerk shall attest to the adoption of this Ordinance. This Ordinance shall be published once in the Los Gatos Times-Saratoga Observer, a newspaper of general circulation, printed and published in the Town of Los Gatos within fifteen (15) days of its final passage and this Ordinance shall take effect thirty (30) days following its final passage.

The above and foregoing Ordinance was duly and regularly introduced at a meeting of the Town Council of the Town of Los Gatos held on the 1st day of Dec., 1975.

PASSED AND ADOPTED as an Ordinance of the Town of Los Gatos, California, at a regular meeting of the Town Council held on the 15th day of Dec., 1975, by the following vote:

AYES: COUNCIL MEMBERS Ruth Cannon
Mark B. DiDuca
John B. Lochner
Albert B. Smith
Egon Jensen

NOES: COUNCIL MEMBERS None

ABSENT: COUNCIL MEMBERS None

SIGNED: MAYOR OF THE TOWN OF LOS GATOS

S/ Egon Jensen

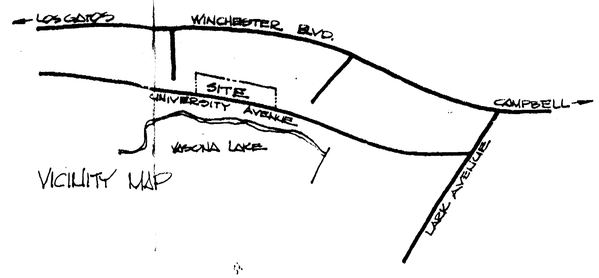
ATTEST:

S/ Jo Leibfritz (seal)
CLERK OF THE TOWN OF LOS GATOS

EASTWOOD PARK TRACT
LOT 2

AREA ANALYSIS

GROSS AREA	2.91 AC.
PUBLIC STREETS	.17 AC.
PRIVATE DRIVE	.15 AC.
BUILDING COVERAGE	.43 AC.
PUBLIC LANDSCAPE AREA	N/A
PRIVATE LANDSCAPE AREA	1.09 AC.
OFF STREET PARKING SPACES	18
UNDEVELOPABLE SLOPE AREA	.87 AC.
NET LAND (LESS PUBLIC STREET)	2.54 AC.
D = 2-HILL PLAN	8 — 1394 SQ. FT.
A = 2-HILL PLAN	7 — 1671 SQ. FT.
B = 2-HILL PLAN	2 — 1726 SQ. FT.
LANDSCAPED AREA	



VICINITY MAP

EXISTING LEACHWELL

PRIVATE DRIVEWAY

UNIVERSITY AVENUE

NORTH

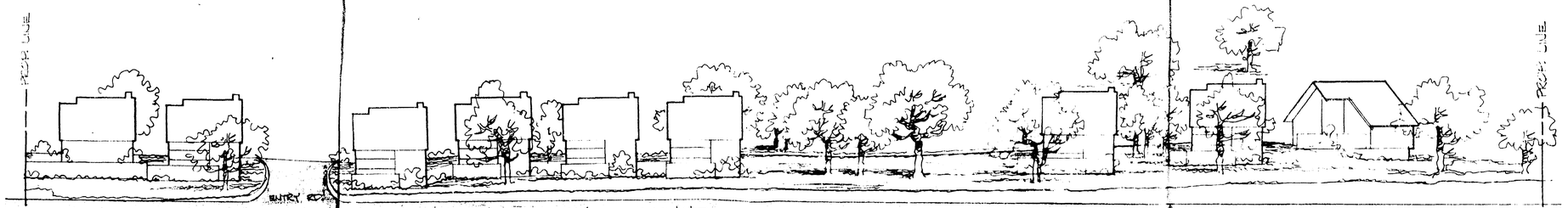
APPROVED

SITE PLAN

SCALE: 1" = 20'

VASONA TERRACE II

DICK FINNEGAN
INCORPORATED
BUILDING DESIGNERS
3238 McKINLEY AVE., SANTA CLARA, CA 95051 • 408/984-0121



SITE ELEVATION
FROM UNIVERSITY AVENUE
1"=20'-0"

APPROVED
Recommended for City
Plan Comm 10/19/95
Secretary
Planning Commission Chair

DATE PRINTED
OCT 19 1995

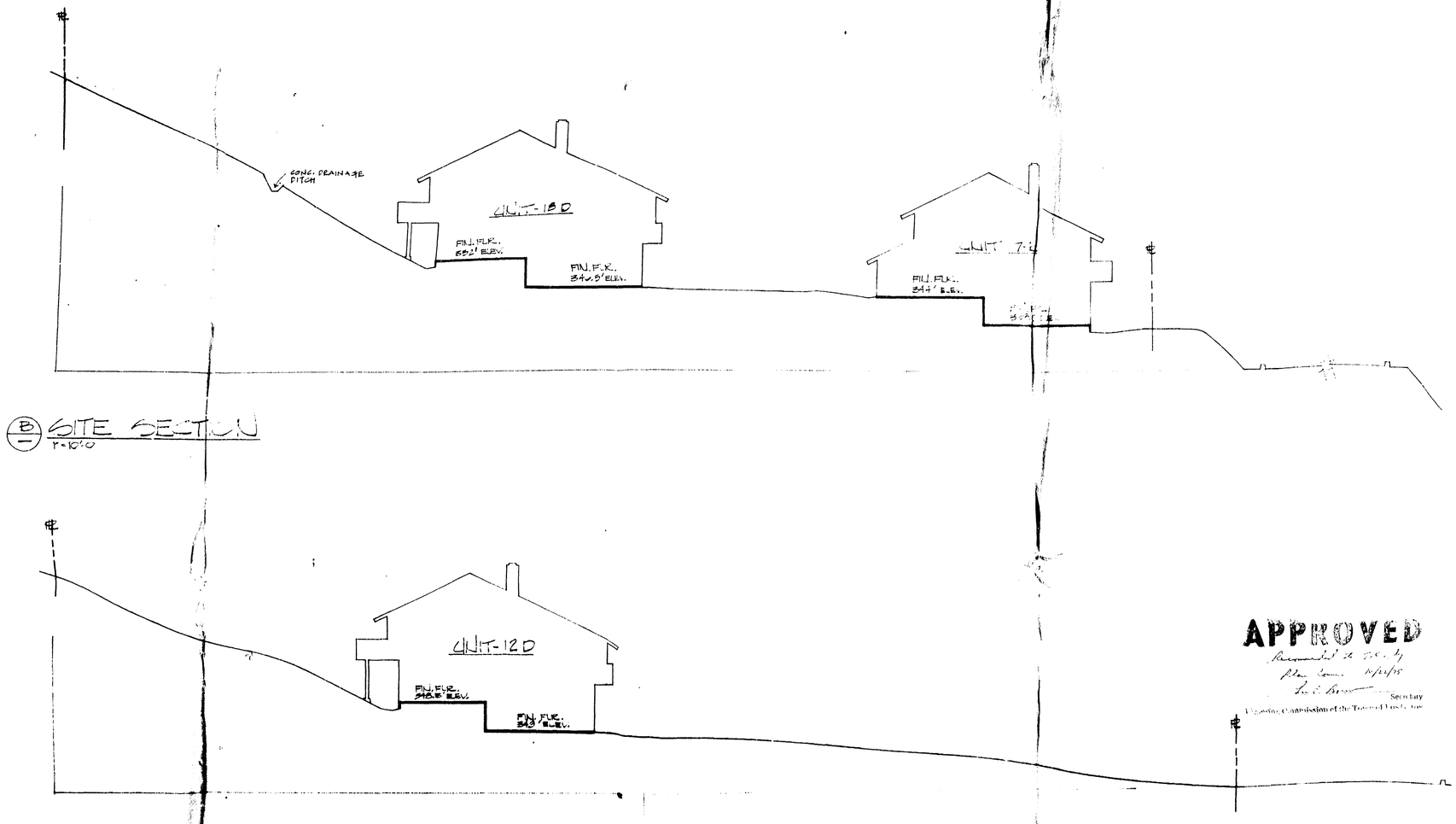
DICK FINNEGAN
INCORPORATED
3238 McKINLEY DRIVE • SANTA CLARA, CALIFORNIA 95051 • 408/984-0721

VASONA TERRACE
AGUA VERDE
LOS GATOS, CALIFORNIA

OWNER

SITE SECTION

NO.	DATE-REVISION



B — SITE SECTION
1"=10'-0

A — SITE SECTION
1"=10'-0

APPROVED
Recommended to the City
Planning Commission
Secretary
Planning Commission of the Town of Los Altos

DATE PRINTED
1995

Sheet 2

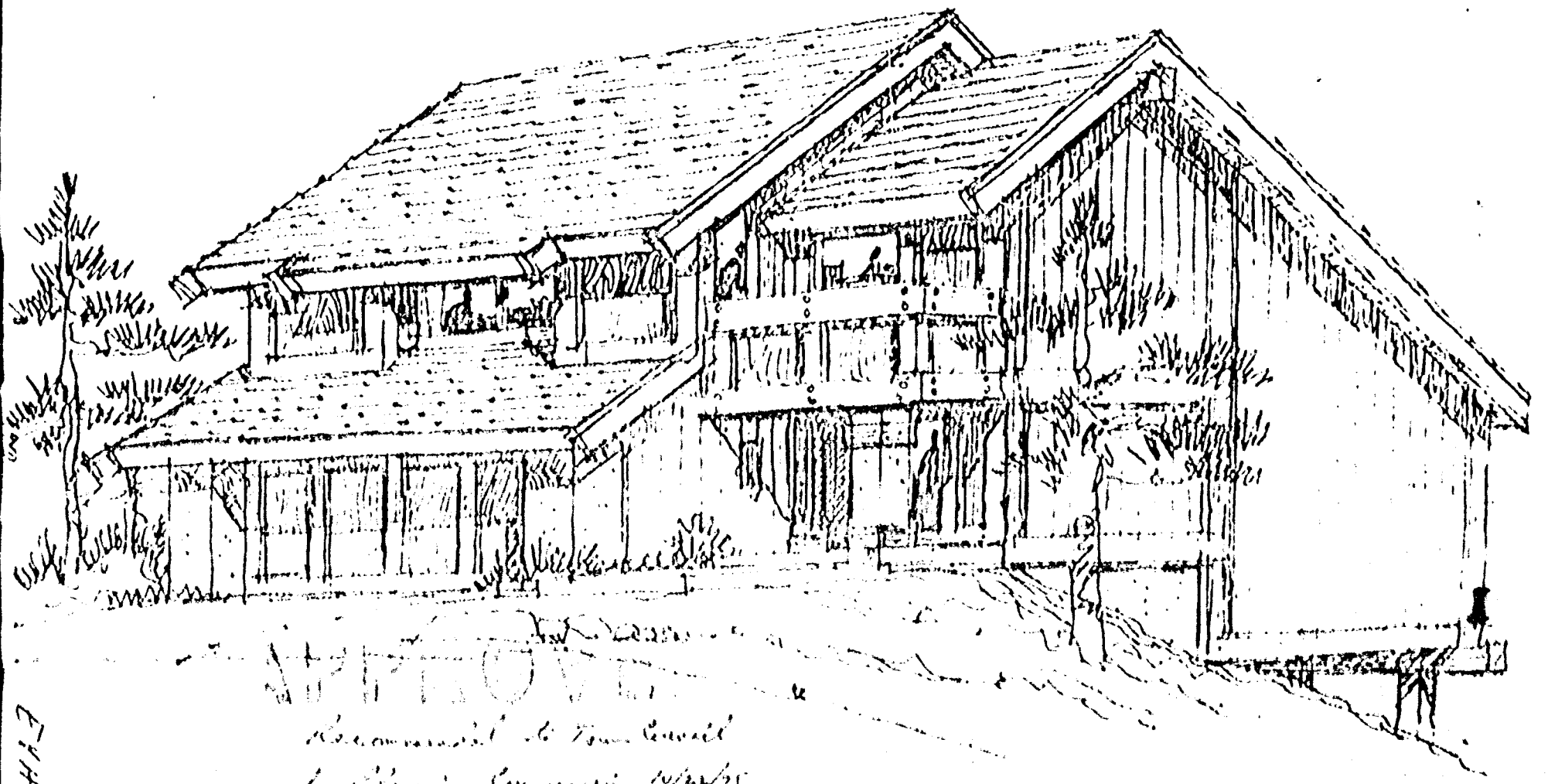
DICK FINNEGAN
INCORPORATED
3238 McKINLEY DRIVE • SANTA CLARA, CALIFORNIA 95051 • 408/984-0121

VACUNA TERRACE II
ACHITECTURE
12 PALMER WAY
LOS ALTOS VIEW, CALIF.

SITE SECTION

NO.	DATE-REVISION

Prov. Cty.
Riviera Terrace



APPROVED

Recommended to Town Council
by Planning Commission 10/22/61

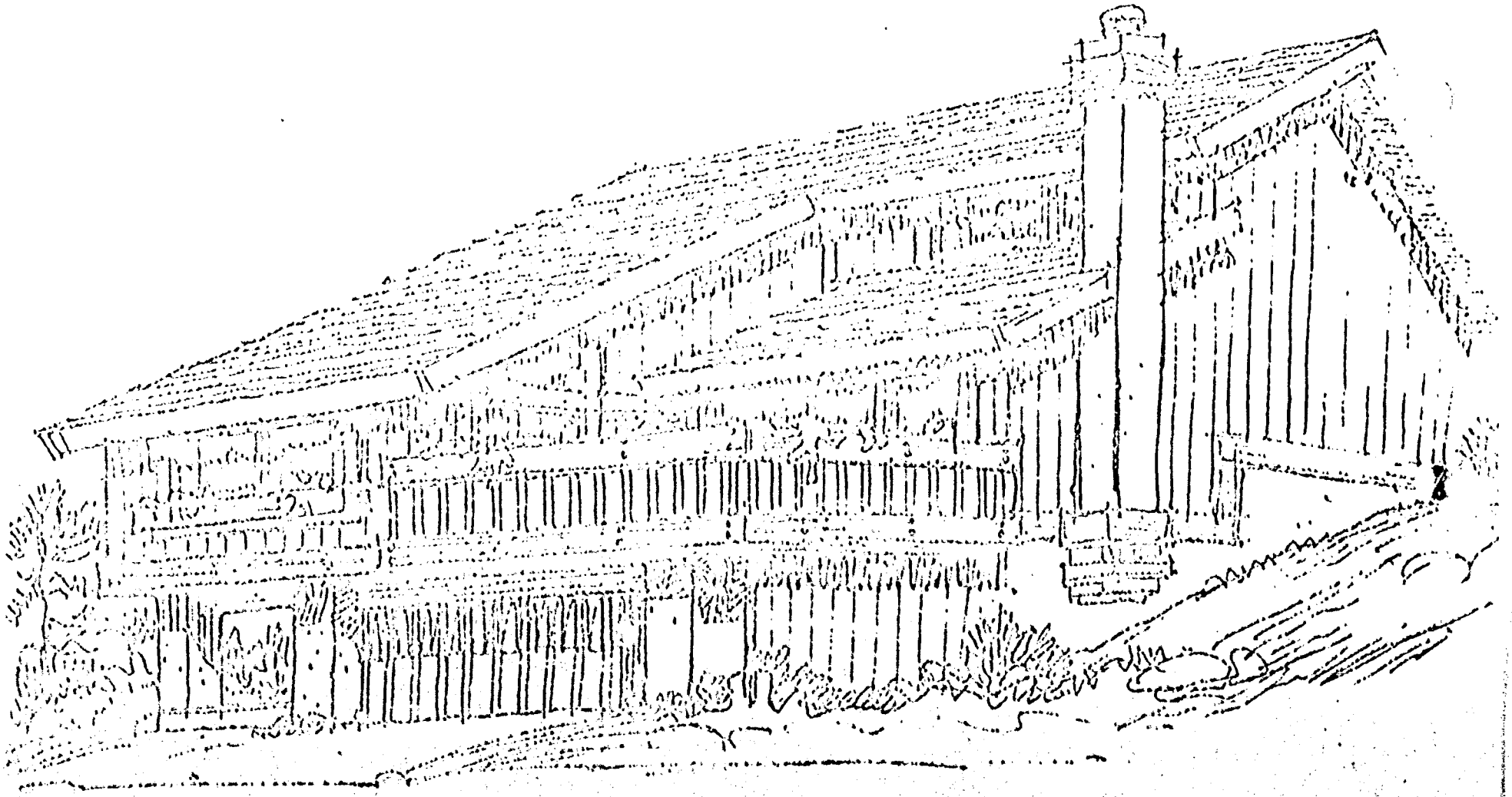
Planning Commission of the Town of Vail

Sheet 4

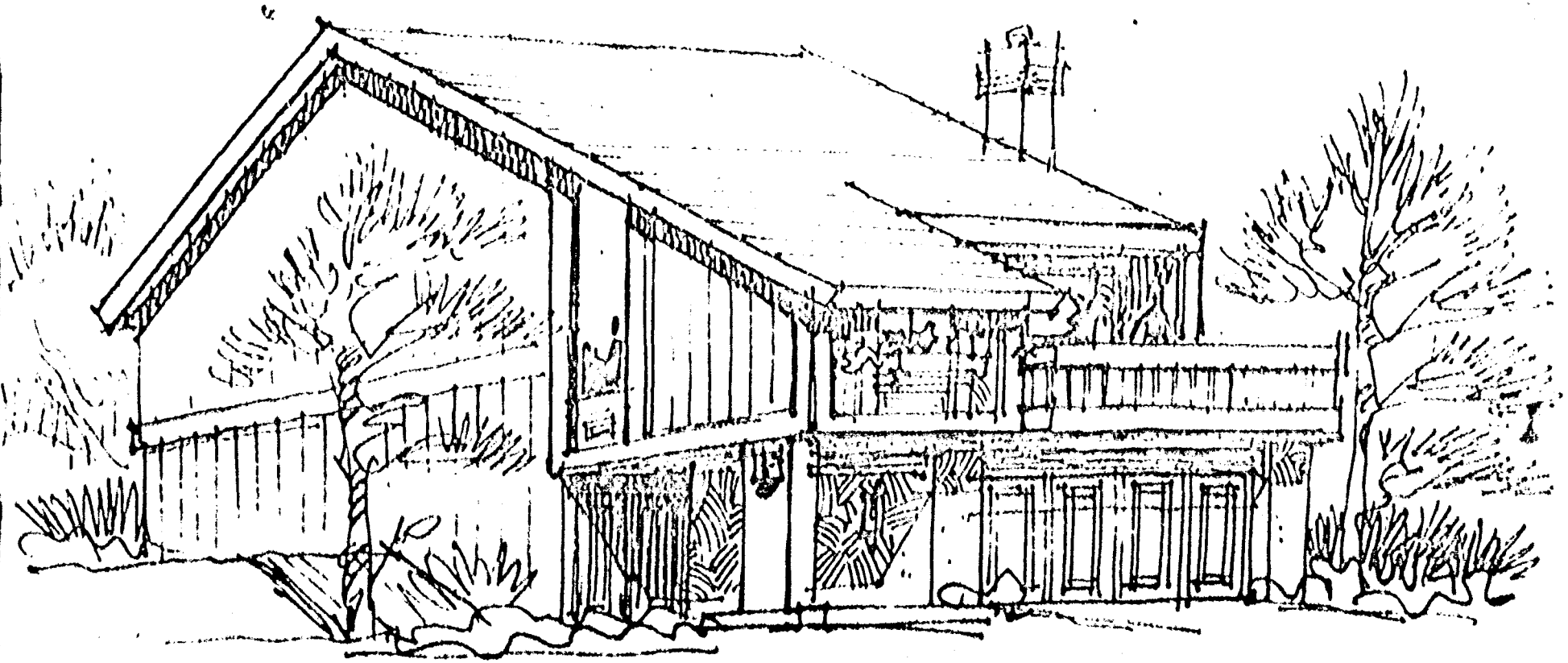
2-15-61

ELEVATION STUDY DOWNHILL UNIT PLAN A & B

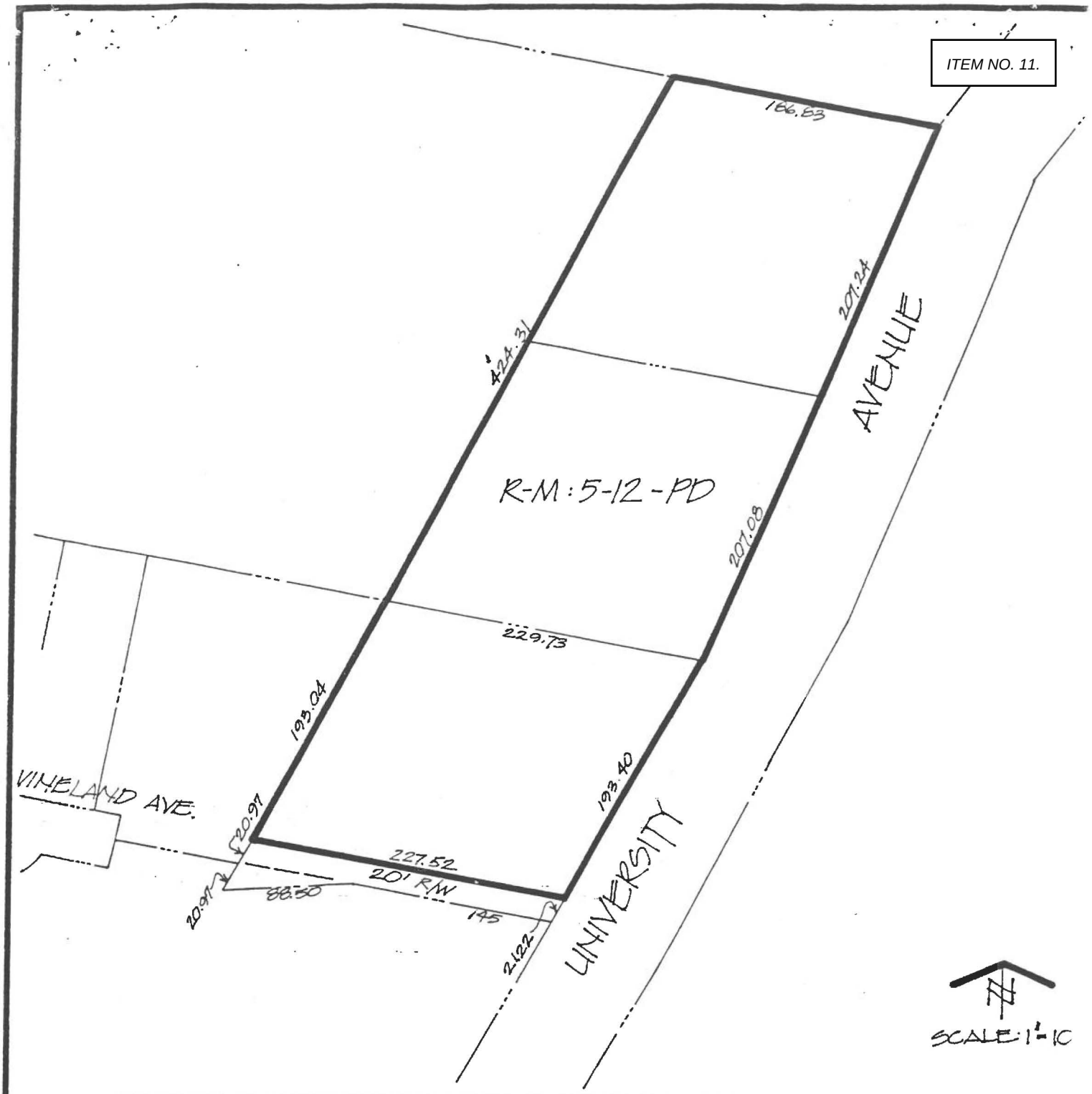
A: 1671 SQ. FT.
B: 1720 SQ. FT.



ELEVATION STUDY OF UPHILL UNIT PLAN D
1594 SQ FT



UPHILL UNIT • VASONA TERRACE • LOS GATOS



TOWN OF LOS GATOS

Application No. Z-75-61 **Change of zoning m**

Amending Ordinance 867 of Town Zoning Ordinance

☒ **Zone Change** **from** R-M:5-12 **to** R-M:5-12-P

☐ **Prezoning** **to** _____

Approved by Planning Commission **date** OCT. 22, 1975

Approved by Town Council **date** Dec.15,1975 **Ord.** 1281

Town Clerk S/ Jo Leibfritz (seal) **Mayor** S/ Egon Jensen

ORDINANCE NO.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS AMENDING PLANNED DEVELOPMENT ORDINANCE 1281 ESTABLISHING DEVELOPMENT STANDARDS AND ALLOWABLE USES FOR LOTS WITHIN THE PLANNED DEVELOPMENT OVERLAY ZONE RELATIVE TO THE MAXIMUM FLOOR AREA RATIO AND THE MAXIMUM LOT COVERAGE ALLOWED ON LOT 8 IN THE VASONA OAKS SUBDIVISION AND REPEALING AND REPLACING ORDINANCE 1281 FOR THE VASONA OAKS SUBDIVISION AT VASONA OAKS DRIVE

THE TOWN COUNCIL OF THE TOWN OF LOS GATOS DOES ORDAIN AS FOLLOWS:

SECTION I. Planned Development Overlay Zone.

The Town Code of the Town of Los Gatos is hereby amended to change the zoning of the property shown on the map which is attached hereto and is a part of this ordinance from R-M:5-12:PD (Multiple Family Residential, 5-12 dwelling units per net acre – Planned Development) to R-M:5-12-PD (Multiple Family Residential, 5-12 dwelling units per net acre - Planned Development).

SECTION II. Uses and Improvements Authorized.

The PD (Planned Development Combining) Zone established by this Ordinance authorizes development on the above described real property of 17 single family detached dwellings, landscaping, parking and other Improvements shown and required on the “Official Development Plan” on file with the Town Clerk and Planning Department. Permitted uses for the project are specified by Chapter 29, Article IV, Division 6 of the Zoning Ordinance (as this section exists at the time of the adoption of this Ordinance or as amended in the future), and on Page 1 of the developer's "Official Development Plan”. All other uses as listed in Section 29.40.615 of the Zoning Ordinance are conditional uses and require issuance of a Conditional Use Permit.

SECTION III. Minor Residential Development Approval Required.

Prior to the Issuance of any permits in compliance with the “Official Development Plan” and the “Development Plan for Lot 8” hereby approved, Minor Residential Development approval is required.

EXHIBIT 4

SECTION IV. Official Development Plan

The "Official Development Plan" for the Planned Development established by this Ordinance consists of this Ordinance and the following listed plans (approved stamped, December 1, 1975), the "Development Plan for Lot 8," which are on file in the Office of the Town Clerk and the Community Development Department.

1. Sheet No. 1: Site plan, illustrating: 17 detached single family residences, garages, 17 open off-street parking stalls, landscaping areas, balconies and decks, and vehicular access and circulation.
2. Sheet No. 2: Section through the property showing the slope, and units on either side of the proposed street.
3. Sheet No. 3: Block elevation of all units facing the University Avenue street scene.
4. Sheets 4, 5 and 6: Typical building elevations of both uphill and downhill structures.
5. Development Plan for Lot 8, included as Exhibit 9 of the August 13, 2025, Planning Commission Staff Report.

SECTION V. Performance Standards.

In addition to the foregoing plans, the following performance standards are part of the "Official Development Plan":

1. That the conditions, covenants and restrictions be submitted for approval in conjunction with the tentative subdivision map and the Precise Development Plan.
2. That the setbacks and building separations shown on the "Official Development Plan" be considered as minimum in preparation of the Precise Development Plan.
3. That all paved areas be separated from landscaped areas with a 6" high concrete curb.
4. That the applicant guarantee by contract and bond the installation of street improvements as follows:
   University Avenue: Widen approximately 12 feet to provide left-turn storage at the Intersection with the new street. Install new concrete curb and gutter and street lighting.
   New Street: Install curb and gutter, pavement (24' curb to curb), street lighting, storm drainage and sanitary sewer.
5. Dedication of right-of-way along University Avenue, as required, to a line 10 feet behind the new face of curb.
6. Dedication of the interior street and cul-de-sac bulb. The interior street shall be 24 feet (curb to curb) within a 26-foot minimum right-of-way.
7. That the garages shall be located less than 10 feet or more than 20 feet. from the curb line.

DRAFT

8. That a soils engineering report be provided to establish the stability of the existing slope bank, and shall recommend grading procedures and protective measures for the project. This report shall be to the satisfaction of the Town Engineer.
9. The "Official Development Plan" shall be deemed to include development plans reflecting modifications to a single-family residence located at 130 Vasona Oaks Drive (APN: 424-42-008) included as Exhibit 9 of the August 13, 2025, Planning Commission Staff Report. The modifications include the enclosure of an existing second-story deck to create an enclosed 231 square feet sunroom, expansion of the second floor living area by 91 square feet, and creation of 92 square feet of additional living area on the third floor. The modified plans are on file in the Office of the Town Clerk and Planning Department and shall be subject to the same standards and conditions as the original approved Precise Development Plan.

SECTION VI. Severability.

In the event that a court of competent jurisdiction holds any Section, subsection, paragraph, sentence, clause, or phrase in this Ordinance unconstitutional, preempted, or otherwise invalid, the invalid portion shall be severed from this Ordinance and shall not affect the validity of the remaining portions of this Ordinance. The Town hereby declares that it would have adopted each Section, subsection, paragraph, sentence, clause, or phrase in this Ordinance irrespective of the fact that any one or more Sections, subsections, paragraphs, sentences, clauses or phrases in this Ordinance might be declared unconstitutional, preempted, or otherwise invalid.

SECTION VII. Publication.

In accordance with Section 63937 of the Government Code of the State of California, this Ordinance takes effect 30 days from the date of its passage. The Town Council hereby directs the Town Clerk to cause this Ordinance or a summary thereof to be published or posted in accordance with Section 36933 of the Government Code of the State of California.

DRAFT

SECTION VIII. Effective Date.

This Ordinance was introduced at a regular meeting of the Town Council of the Town of Los Gatos on the ____ day of _____ 2025, and adopted by the Town Council of the Town of Los Gatos at its regular meeting on the ____ day of _____ 2025, by the following vote:

COUNCIL MEMBERS:
AYES:
NAYS:
ABSENT:
ABSTAIN:

SIGNED:

_____
MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

ATTEST:

_____
TOWN CLERK OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DRAFT

Dear City Planning Committee,

We are requesting approval for a modest expansion of our home to better accommodate our evolving family and work needs. The primary reasons for this request are twofold:

1. Work-from-Home Challenges

Both my wife and I work remotely in high-tech roles, requiring frequent video calls. Due to space constraints, we currently share a single workspace, which often results in disruptions. To manage this, one of us (usually me) frequently relocates to the kitchen to take calls, which is not an ideal or professional setting. Additionally, our two adult sons (ages 23 and 21) also work and study remotely, further straining our available space. With only three bedrooms, we lack sufficient private work areas for all four of us, making daily productivity and focus challenging.

2. Accommodating Visiting Elderly Parents

Both my wife's mother and my parents, who are in their late 70s and early 80s, visit regularly, typically 3-4 times a year for extended stays of 4-6 weeks. Currently, when they visit, one or both of our sons must share a bedroom, which is not an ideal long-term arrangement. We would like to create a fourth bedroom with an en-suite bathroom to provide a comfortable and private space for our elderly parents while allowing our sons to maintain their own rooms.

Additionally, we want to ensure that this fourth bedroom is more accessible for our aging parents, with considerations such as a wider doorway, a step-free entry, and a bathroom layout designed for ease of use. As they continue to age, these modifications will help provide them with a safer and more comfortable living space during their visits.

Conclusion

Our request is for a modest expansion that would provide much-needed space without significantly altering the character of the neighborhood. This addition would enhance our ability to work effectively, support our adult children, and comfortably accommodate our aging parents during their visits. Given the growing trend of remote work and multi-generational living, we believe this request is both reasonable and in line with modern family housing needs.

We appreciate your time and consideration of our request and would be happy to provide further details.

Sincerely,
Ken MacDonald.
130 Vasona Oaks Dr.

EXHIBIT 5

Dear City Planning Committee,

This letter requests a modification of Planned Development (PD) Ordinance 1281 to permit the enclosure of a second-story deck at 130 Vasona Oaks. This modification would result in a minor increase in floor area and lot coverage, exceeding the current standards specified in the Town Code. Below, the specific requirements outlined by the Town for such a request are addressed:

1. Project Description

The proposed project involves enclosing an existing second-story deck to create additional interior space. This modification aims to enhance the functionality of the residence by providing separate workspaces for household members and accommodating visiting elderly parents. The enclosure will be designed to blend seamlessly with the existing architectural style of the residence, maintaining the aesthetic of the Vasona Oaks development.

2. Proposed Modifications to PD Ordinance 1281

A modification is requested to allow for a slight increase in both floor area and lot coverage resulting from the deck enclosure. The subject property is located on a small parcel that is essentially the footprint of the residence and the surrounding yard space. However, despite the limited lot size, this project does not expand the footprint of the structure, as it involves enclosing an already existing deck rather than extending beyond the current built area. This modification seeks to recognize the unique constraints of the lot while making efficient use of the existing structural layout.

3. Consistency with Development

The proposed modifications are consistent with the overall development of the Vasona Oaks community. The enclosure of the deck is a minor alteration that does not affect the external footprint of the building or encroach upon common areas. Additionally, the enclosed deck will not be visible from the common street, ensuring that the visual character of the neighborhood remains unchanged. The design will match the existing materials and colors, ensuring visual continuity within the neighborhood.

4. Response to Required Findings for PD Ordinances

According to Section 29.80.095 of the Town Code, certain findings are required for the adoption or modification of a PD ordinance:

- **a. The proposed modification is consistent with the General Plan:** The General Plan encourages the adaptation of housing to meet the evolving needs of residents. By enclosing the deck, the livability of the residence is enhanced to accommodate remote work and multi-generational living, aligning with the Plan’s goals.

- **b. The proposed modification provides a public benefit:** While the modification is primarily for private use, it indirectly benefits the community by maintaining property values and the aesthetic appeal of the neighborhood. Improved functionality of residences contributes to the overall stability and desirability of the area.

- **c. The proposed modification will not be detrimental to public health, safety, or welfare:** The project involves interior alterations that do not impact public spaces or infrastructure. All construction will comply with current building codes and safety standards, ensuring no adverse effects on the community.

5. Additional Supporting Information

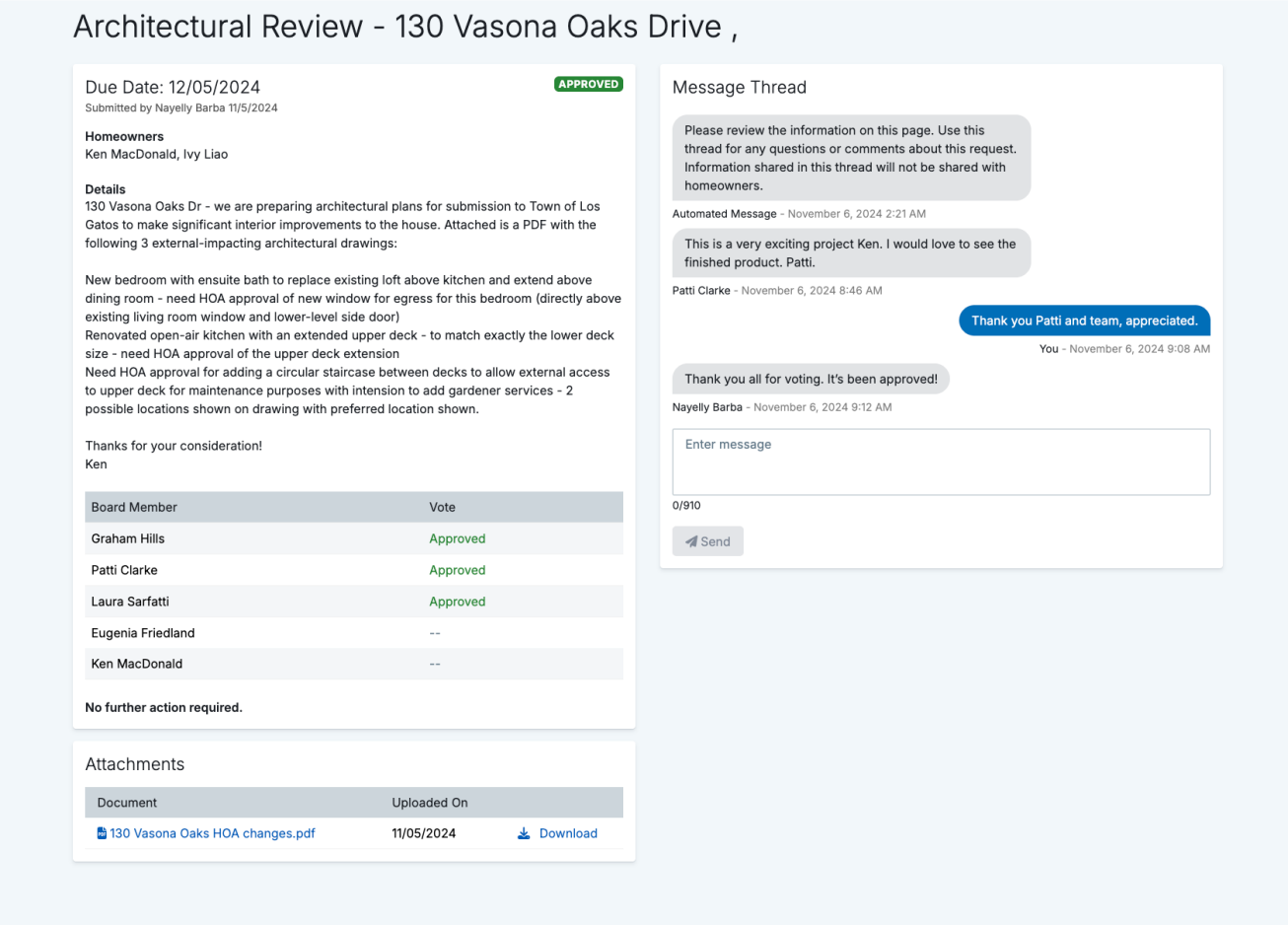
As detailed in the previous letter submitted by the homeowner, the primary motivations for this project include creating adequate workspace for multiple household members working and studying from home and providing accessible accommodations for elderly parents during extended visits. These enhancements are essential for modern housing needs and will contribute to the long-term functionality of the residence.

Thank you for your time and consideration. Please reach out with any questions or requests for additional information.

Sincerely,
Millan
Green Bay Remodeling- Production Assistant
sjassist@greenbayremodelinginc.com

This Page Intentionally Left Blank

HOA Approval #1 of 2



Architectural Review - 130 Vasona Oaks Drive ,

Due Date: 12/05/2024

APPROVED

Submitted by Nayelly Barba 11/5/2024

Homeowners
Ken MacDonald, Ivy Liao

Details
130 Vasona Oaks Dr - we are preparing architectural plans for submission to Town of Los Gatos to make significant interior improvements to the house. Attached is a PDF with the following 3 external-impacting architectural drawings:

New bedroom with ensuite bath to replace existing loft above kitchen and extend above dining room - need HOA approval of new window for egress for this bedroom (directly above existing living room window and lower-level side door)
Renovated open-air kitchen with an extended upper deck - to match exactly the lower deck size - need HOA approval of the upper deck extension
Need HOA approval for adding a circular staircase between decks to allow external access to upper deck for maintenance purposes with intension to add gardener services - 2 possible locations shown on drawing with preferred location shown.

Thanks for your consideration!
Ken

Board Member	Vote
Graham Hills	Approved
Patti Clarke	Approved
Laura Sarfatti	Approved
Eugenia Friedland	--
Ken MacDonald	--

No further action required.

Attachments

Document	Uploaded On	
130 Vasona Oaks HOA changes.pdf	11/05/2024	Download

Message Thread

Please review the information on this page. Use this thread for any questions or comments about this request. Information shared in this thread will not be shared with homeowners.

Automated Message - November 6, 2024 2:21 AM

This is a very exciting project Ken. I would love to see the finished product. Patti.

Patti Clarke - November 6, 2024 8:46 AM

Thank you Patti and team, appreciated.

You - November 6, 2024 9:08 AM

Thank you all for voting. It's been approved!

Nayelly Barba - November 6, 2024 9:12 AM

Enter message

0/910

Send

EXHIBIT 6

HOA Approval #2 of 2

Architectural Review - 130 Vasona Oaks Drive ,

Due Date: 02/26/2025 APPROVED

Submitted by Nayelly Barba 1/27/2025

Homeowners
Ken MacDonald, Ivy Liao

Details
Addendum to our renovation approval from the HOA 3 months ago:
As we finalized our plans that were approved by the HOA we decided to make 2 more exterior changes:

1 - Extend the 2nd floor backwards to the fence line, making the living room a bit larger (~80 sq ft).
2 - Put a glass enclosure over the upper rear deck to allow more winter and evening use, effectively making it into a sunroom.

Please see the drawings below that will be submitted to the town of Los Gatos for approval after the HOA gives its approval. There are 2 pages in the PDF - side view and bird's eye view.

Early discussions with the town indicate they are likely to approve. Happy to answer any questions you might have, thanks for your consideration.

Ken

Board Member	Vote
Graham Hills	Approved
Patti Clarke	Approved
Laura Sarfatti	--
Eugenia Friedland	Approved
Ken MacDonald	--

No further action required.

Attachments

Document	Uploaded On	
130 Vasona Exterior.pdf	01/23/2025	Download

Message Thread

Just one comment
Are any old trees on VOD property affected?
Any impact on Neighbour's properties?

Graham Hills - January 28, 2025 3:54 AM

Hi Graham, no impact on trees, no. We have one tree directly at the back of our house that we count on for morning shade, and we would not do anything to that tree. Minor trimming may be needed to ensure sufficient distance from the wall of the house, but we do that today so no change.

You - January 28, 2025 5:03 AM

Congrats Ken! Looks like a nice addition!

Laura Sarfatti - January 28, 2025 8:58 AM

Enter message

0/910

Send

Neighbor Project Information

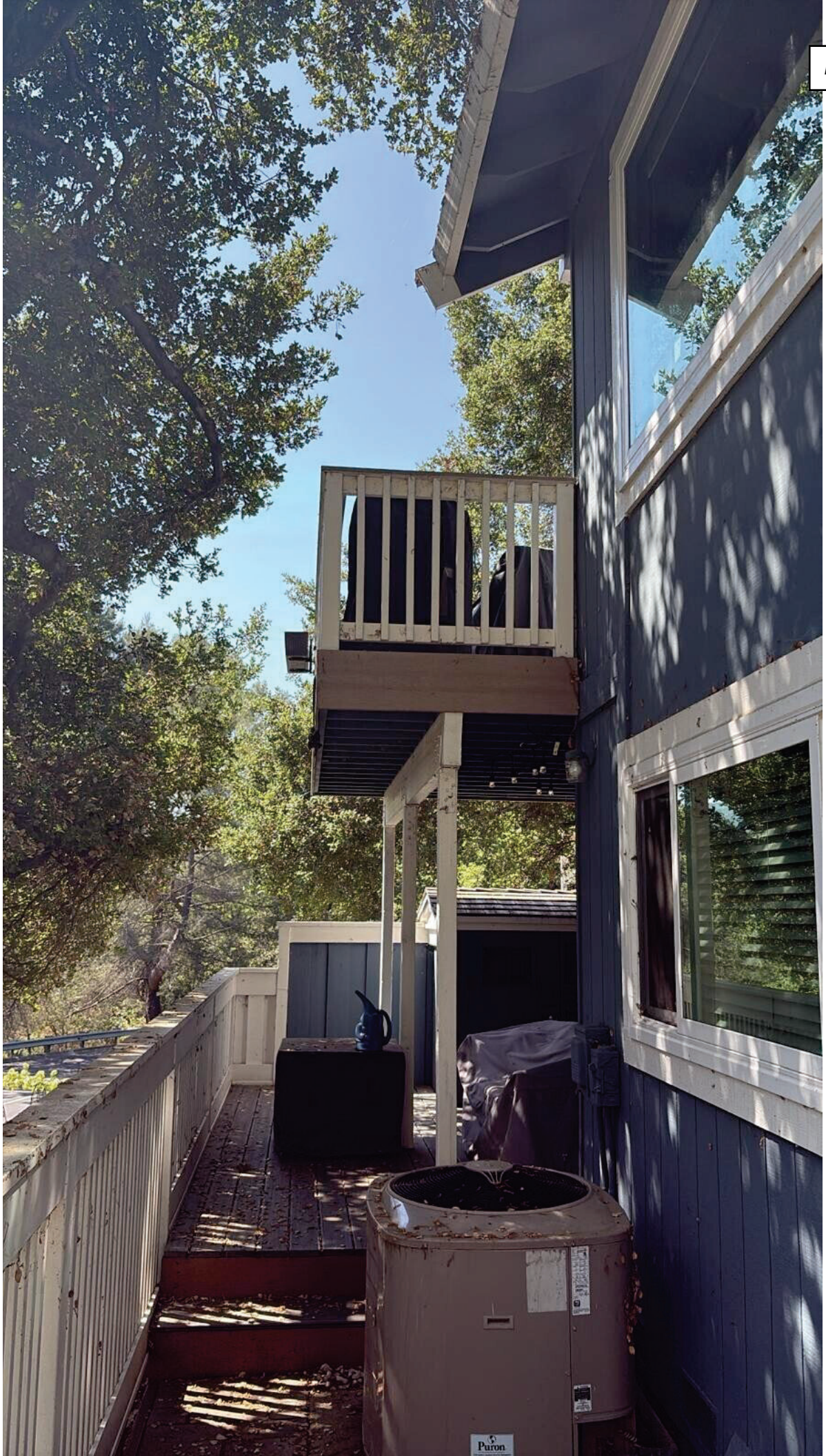
PD-25-002
SJ151 - 130 Vasona Oaks

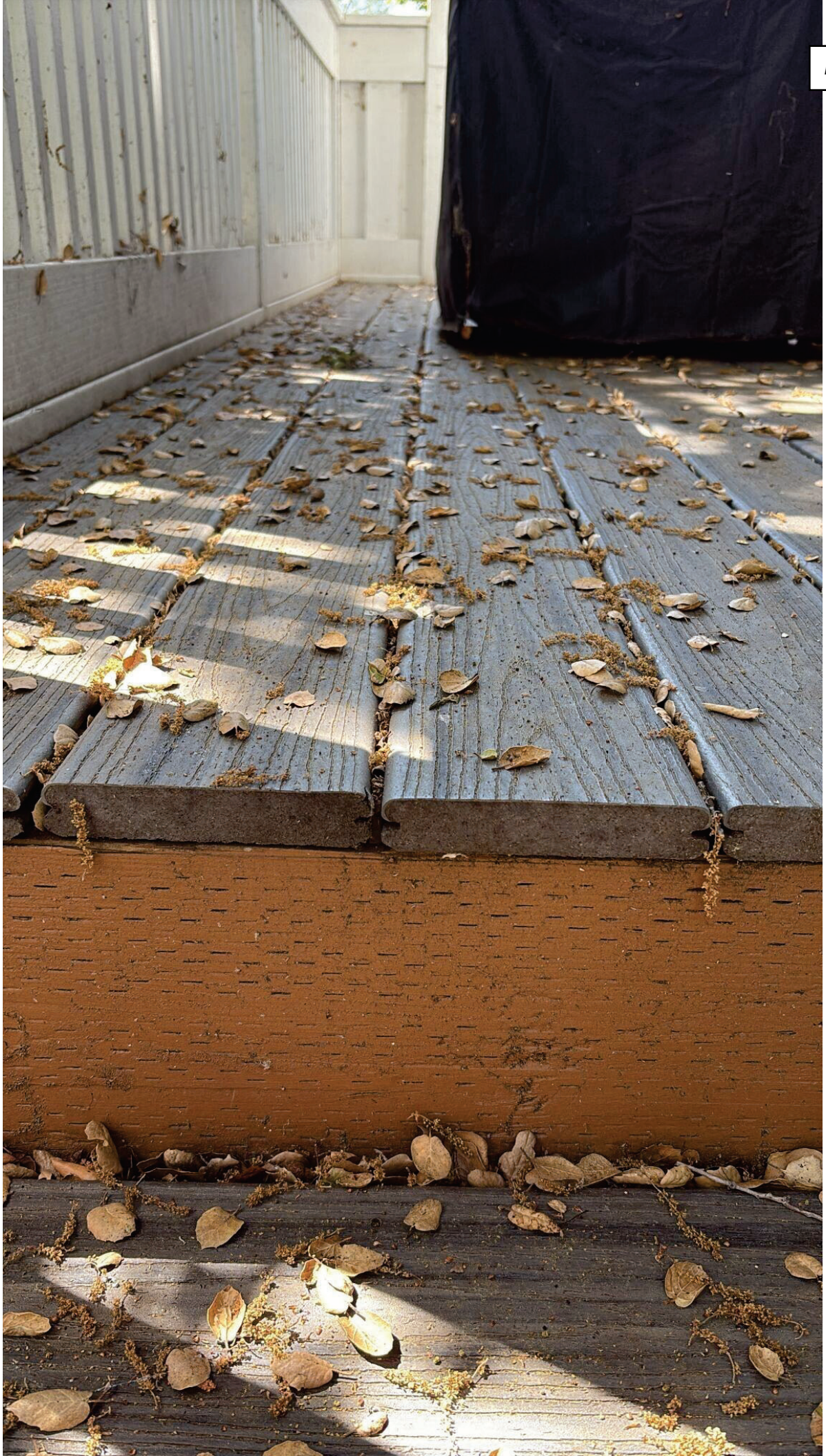
Name	Address	Status	Notes
[redacted]	125 Vasona Oaks Dr, Los Gatos, CA 95032	Spoken to	Fine with the work
[redacted]	126 Vasona Oaks Dr, Los Gatos, CA 95032	Spoken to	Fine with the work
[redacted]	104 Vasona Oaks Dr, Los Gatos, CA 95032	Spoken to	Fine with the work
[redacted]	100 Vasona Oaks Dr, Los Gatos, CA 95032	Spoken to	Fine with the work
[redacted]	109 Vasona Oaks Dr, Los Gatos, CA 95032	Spoken to	Fine with the work
[redacted]	119 Vasona Oaks Dr, Los Gatos, CA 95032	Not spoken to	Haven't had time to reach him
[redacted]	120 Vasona Oaks Dr, Los Gatos, CA 95032	Not spoken to	Haven't had time to reach her
[redacted]	123 Vasona Oaks Dr, Los Gatos, CA 95032	Not spoken to	Rents the home, unreachable by phone
[redacted]	134 Vasona Oaks Dr, Los Gatos, CA 95032	Not spoken to	Does not live there; unresponsive to calls; house is empty

This Page Intentionally Left Blank

EXHIBIT 8

130


Puron



130 Vasona Oaks Dr

Residential Development

PD-25-002

Consider a Request for Approval to Modify Planned Development Ordinance 1281 to Increase the Maximum Floor Area Ratio (FAR) and Lot Coverage for Property Zoned R-M:5-12:PD. APN 424-42-008. Categorically Exempt Pursuant to CEQA Guidelines Section 15301: Existing Facilities

Proposed Remodel includes removal of the existing exterior deck and construction of a new enclosed patio/ sunroom.

PROPERTY OWNER: Ken MacDonald
APPLICANT: Green Bay Remodeling Inc
TELEPHONE NUMBER: (949) 419-6460
EMAIL CONTACT: sjassist@greenbayremodelinginc.com

A public hearing will be held. This is a hybrid meeting and will be held in-person at the Town Council Chambers at 110 E. Main Street and virtually through the Zoom webinar application on August 13, 2025, at 7:00 p.m. A link to attend this meeting will be available on the agenda for the meeting, which will be available on the Town's website.

For more information about this project, please contact the Town of Los Gatos Planning Division at 110 E. Main Street, Los Gatos, (408) 354-6872. Plans can be reviewed on the Town's website at: https://www.losgatosca.gov/2216/Pending-Planning-Projects

This Page Intentionally Left Blank

code summary & project data

ADDRESS: 130 VASONA OAKS DR, LOS GATOS, CA 95032

CODES : CBC 2022 CPC 2022 CRC 2022
CMC 2022 CEC 2022 2022 TITLE 24 CALIFORNIA ENERGY CODE

CONSTRUCTION TYPE: V-B (CBC 602.5=VB & TABLE 601)
OCCUPANCY: R3 & U ZONING: 1001 APN: 42442008

JURISDICTION: PLANNING and BUILDING: CITY OF LOS GATOS

EXISTING USE: SINGLE FAMILY HOME - NON SPRINKLERED - ONE STORY
LOT SIZE: 1,977 S.F.

FIRST FLOOR:
A. (E) HOUSE: 678 S.F.
B. AREA OF WORK: 126 S.F.

SECOND FLOOR:
A. (E) HOUSE: 1087 S.F.
B. AREA OF WORK: 786 S.F.
C. NEW ADDITION: 91 S.F.

MEZZANINE/THIRD FLOOR:
A. (E) HOUSE: 172 S.F. - 64 S.F. = 108 S.F.
B. AREA OF WORK: 108 S.F.
C. NEW ADDITION-INTERIOR 220 S.F.

EXISTING GARAGE:
A. EXISTING GARAGE: 464 S.F
B. AREA OF WORK: 40 S.F.

DEFERRED SUNROOM: 231 S.F.

EXISTING COVERED PATIO: 148 S.F.
NEW COVERED PATIO: 173 S.F.

SCOPE OF WORK:
FIRST FLOOR
2. RECONFIGURE LAUNDRY ROOM
SECOND FLOOR
1. REMOVE EXISTING DECK.CREATE NEW SUNROOM.
3. REMOVE EXISTING KITCHEN. CREATE NEW KITCHEN.
4. REMOVE EXISTING BATHROOM AND W.I.C. CREATE NEW BATHROOM.
5. REMOVE EXISTING STEP. CREATE NEW W.I.C.
THIRD FLOOR
6. REMOVE EXISTING OFFICE. CREATE NEW BATHROOM

general notes

1- PERMIT IS REQUIRED FOR ELECTRICAL WORK, MECHANICAL WORK AND PLUMBING WORK.
2- WINDOWS MUST PROVIDE. (CBC 1026.2, 1026.3 and 1026.5)
A) A MINIMUM 5.7 SQUARE FEET OR CLEAR OPENABLE AREA.
B) A MINIMUM CLEAR WIDTH OF 20", MINIMUM CLEAR HEIGHT OF 24"
C) A FINISHED SILL HEIGHT NOT MORE THAN 44" ABOVE THE FLOOR.
D) DIRECT OPENING TO PUBLIC WAY OR YARD/COURT OPENING TO PUBLIC WAY
3- SAFETY GLAZING (TEMPERED GLASS) IS REQUIRED (CBC 2406.3) FOR WINDOWS:
A) ADJACENT TO BATHTUBS, SHOWERS, HOT TUBS, WHIRLPOOLS, AND SAUNAS, AND WITHIN 60" OF THE FLOOR;
B) WITHIN A 24" ARC OF EITHER VERTICAL EDGE OF DOORS IN THE CLOSED POSITION AND WITHIN 60" OF THE FLOOR;
C) WITHIN 18" VERTICALLY AND 36" HORIZONTALLY OF A WALKING SURFACE, WHERE THE INDIVIDUAL PANE IS GREATER THAN 9 FT. AND THE TOP EDGE IS GREATER THAN 36" ABOVE THE FLOOR;
D) ADJACENT TO STAIRWAYS, RAMPS, AND LANDINGS, OR WITHIN 5-0" HORIZONTALLY OF THE BOTTOM OF STAIRWAYS, WHERE THE BOTTOM EDGE IS WITHIN 60" OF THE WALKING SURFACE.

electrical notes

1- WALL RECETACLES. ELECTRICAL RECEPTACLES SHALL BE PROVIDED SO THAT NO POINT ALONG THE FLOOR LINE IN ANY WALL SPACE. 2'-0" OR MORE IN WIDTH, IS MORE THAN 6'-0" FROM OUTLET. FIXED GLAZED PANELS IN EXTERIOR WALLS ARE CONSIDERED WALL SPACE. CEC ARTICLE 210-52(a).
2- BATHROOM RECEPTACLES. AT LEAST ONE WALL RECEPTACLE SHALL BE INSTALLED IN EACH BATHROOM WITHIN 36" OF THE OUTSIDE EDGE OF THE LAVATORY. CEC ARTICLE 210-52(d).
3- OUTDOORS RECEPTACLES. FOR A SINGLE-FAMILY DWELLING AND EACH DWELLING UNIT OF A DUPLEX, AT LEAST ONE ELECTRICAL RECEPTACLE ACCESSIBLE AT GRADE LEVEL AND NOT MORE THAN 6'-6' ABOVE GRADE LEVEL SHALL BE INSTALLED AT FRONT AND BACK OF BUILDING. CEC ARTICLE 210-52(e)
4- HEIGHT ABOVE FINISHED FLOOR OR WORKING SURFACE. THE CENTER OF 15, 20, AND 30-AMPERE RECEPTACLES SHALL BE INSTALLED NOT LESS THAN 12" ABOVE THE FLOOR OR WORKING SURFACE.CEC ARTICLE 210-50(e), TITLE 24 AMENDMENT,
5- GROUND-FAULT CIRCUIT-INTERRUPTERS (GFCI). GFCI PROTECTED RECEPTACLES SHALL BE INSTALLED IN BATHROOMS, GARAGES, NON-HABITABLE ACCESSORY BUILDING WITH ELECTRICAL POWER, UNFINISHED BASEMENT, OUTDOOR WITH DIRECT ACCESS TO GRADE, ROOF TOPS, AT KITCHEN COUNTERTOPS AND WITHIN 6'-0" OF A WET BAR SINK. CEC ARTICLE 210-8.
6- WEATHER PROTECTION. ELECTRICAL RECEPTACLES INSTALLED OUTDOORS WHERE EXPOSED TO WEATHER OR IN OTHER WET LOCATIONS SHALL BE IN A WEATHERPROOF ENCLOSURE.
CEC ARTICLE 410-57.
7- LIGHTING. AT LEAST ONE WALL SWITCH-CONTROLLED LIGHT OUTLET IS REQUIRED IN EACH HABITABLE ROOM, BATHROOM, HALLWAY, STAIRWAY, GUEST ROOM, ATTACHED GARAGE AND DETACHED GARAGE WITH ELECTRICAL POWER, AND AT OUTDOOR ENTRANCES. IN HABITABLE ROOMS OTHER THAN KITCHEN AND BATHROOHS ONE OR MORE RECEPTACLES CONTROLLED BY A WALL SWITCH ARE PERMITTED. CEC ARTICLE 210-70(a).
8-HALLWAY RECEPTACLES. AN ELECTRICAL OUTLET SHALL BE PROVIDED IN EACH HALLWAY OF 10'-0" OR MORE IN LENGTH. HALLWAY LENGTH IS AS MEASURED ALONG THE CENTERLINE WITHOUT PASSING THROUGH A DOORWAY. CEC ARTICLE 210-52(h).
9- ALL BRANCH CIRCUITS THAT SUPPLY 125-VOLT, SINGLE PHASE 15 & 20 AMPERE RECEPTACLE AND GFCI PROTECTED OUTLETS INSTALLED IN DWELLING UNITS, SHALL BE PROTECTED BY AN ARC-FAULT CIRCUIT INTERRUPTER (A F C I.) LISTED TO PROTECT THE ENTIRE BRANCH CIRCUIT PER CEC.
10- ALL PHONE LINES TO BE (2) CATEGORY 5 TWISTED PAIR LINES & CABLE LINES ARE TO BE HOME RUN TO BOX IN RESIDENCE. COORDINATE SYSTEM WITH OWNER.
11- LIGHT FIXTURES OVER TUB SHALL BE PROTECTED BY A GFCI & MEET THE FOLLOWING REQUIREMENTS: RECESSED FIXTURES WITH A GLASS OR PLASTIC LENS & NONMETALLIC OR ELECTRICALLY ISOLATED TRIM, & SHALL BE SUITABLE FOR USE IN DAMP LOCATION.
12- ALL LIGHTING AS HIGH EFFICACY (I.E. PIN-BASED CFL; PULSE-START MH, HPS, GU-24 SOCKETS OTHER THAN LEDS, LED LUMINAIRES WITH INTEGRAL SOURCE, ETC.). CEC TABLE 150.0-A
13-LEAST ONE FIXTURE IN EACH BATHROOM CONTROLLED BY A VACANCY SENSOR OR OCCUPANCY SENSOR PRO VIDED THE OCCUPANCY SENSOR THAT IS INITIALLY PROGRAMED LIKE A VACANCY SENSOR (MANUAL-ON OPERATION). CEC 150.0(K)2J
14-ALL OUTDOOR LIGHTING ATTACHED TO THE BUILDING SHALL HAVE MOTION-SENSOR + PHOTO-CONTROL
15-ALL 125-VOLT 15 & 20 AMPERE RECEPTACLE OUTLETS SHALL BE LISTED TAMPER RESISTANT RECEPTACLES PER CEC 406.12.
16-BATHROOM EXHAUST FANS SHALL BE SEPARATELY SWITCHED FROM ANY LIGHTING PER TITLE 24 SECTION 150.0(K)2B
17-LIGHTING IN GARAGES, LAUNDRY ROOMS, & UTILITY ROOMS SHALL BE HIGH EFFICACY & CONTROLLED BY VACANCY SENSORS PER TITLE 24 SECTION 150.0(k)6.
18-SCREW-BASED PERMANENTLY INSTALLED LIGHT FIXTURESMUST CONTAIN SCREW-BASED JAB (JOINT APPENDIX 8) COMPLIANT LAMPS. JAB COMPLIANT LIGHT SOURCES MUST BE MARKED AS "JAS-2019" OR "JAS-2019-E" ("JAS-2019-E" LUMINAIRES ARE DEEMED APPROPRIATE FOR USE IN ENC LOSED LUMINAIRES). ADVISORY: " JAB-20 16- E" MARKED LUMINAIRES ARE STILL ALLOWED FOR USE THROUGH THE END OF THE 2022 CODE CYCLE. CEC 150.0(K)G
19- AMEND THE NOTES TO SPECIFY ALL JAB C O MP LIA NT LIGHT SOURCES IN THE FOLLOWING LOC ATION S ARE CONTROLLED BY VACANCY SENSORS OR DIMMERS (EXCEP TIO N CLOSETS LESSTHAN 70 SF AND HALLWAYS). CEC 150.0(K)(2K):

- CEILING RECESSED DOWNLIGHT LUMINAIRES,
- LED LUMINAIRES WITH INTEGRAL SOURCES,
- PIN-BASED LED LAMPS (I.E. MRL 6, AR-111, E TC.)
- GU-24 BASED LED LIGHT SOURCES.

20-AT LEAST ONE FIXTURE IN THE GARAGE CONTROLLED BY A VACANCY SENSOR OR OCCUPANCY SENSOR PROVIDED THE OCCUPANCY SENSOR THAT IS INITIALLY PROGRAMED LIKE A VACANCY SENSOR (M A NUA L-ON OPERATION). CEC 150.0(K)2J
21-AT LEAST ONE FIXTURE IN EACH UTILITY ROOM CONTROLLED BY A VACANCY SENSOR OR OCCUPANCY SENSOR PROVIDED THE OCCUPANCY SENSOR THAT IS INITIALLY PROGRAMED LIKE A VACANCY SENSOR (MANUAL-ON OPERATION). CEC 150.0(K)2J

plumbing notes

1- PROVIDE 24" CLEAR IN FRONT OF TOILET AND 30" MINIMUM WIDE TOILET COMPARTMENT. CBC SECTION 2904, CPC SECTION 408.6.
2- PROVIDE MINIMUM 1 024 SQUARE INCH AREA AND 30" DIAMETER IN SHOWER COMPARTMENT. CPC SECTION 412.7.
3- WALL COVERINGS IN SHOWERS AND TUBS TO BE CEMENT PLASTER, TILE, OR EQUAL TO 72" ABOVE DRAIN. ENCLOSURES MUST BE OF APPROVED SAFETY GLAZING AND DOORS MUST SWING OUT OF SHOWERS. WINDOWS IN ENCLOSURE WALLS SHALL BE LABELED SAFETY GLAZING WHEN LESS THAN 60" ABOVE THE DRAIN. CBC SECTION 2512, CPC SECTION 412.7.
4- PROVIDE A 12" MINIMUM ACCESS PANEL TO BATHTUB TRAP CONNECTION UNLESS PLUMBING IS WITHOUT SLIP JOINTS. CPC SECTION 405.2.
5- PROVIDE LOW FLOW TOILETS (1.28 GALLON PER FLUSH), SHOWERHEADS (1.8 GPM) AND FAUCETS: KITCHEN: 1.8 GPM; LAVATORY: 1.2 GPM. CPC SECTION 402.
6- SHOWER AND TUB-SHOWER COMBINATIONS SHALL HAVE INDIVIDUAL CONTROL VALVES OF THE PRESSURE BALANCE OR THE THERMOSTATIC MIXING VALVE TYPE. CPC 408.3

sheet index

ARCHITECTURAL

A1.0 PROJECT DATA, SITE PLAN, AND EXISTING AND DEMO FIRST FLOOR PLAN.
A2.0 EXISTING AND DEMO SECOND FLOOR AND THIRD FLOOR PLANS.
A3.0 PROPOSED FIRST FLOOR PLANS
A4.0 PROPOSED SECOND FLOOR PLANS
A5.0 PROPOSED THIRD FLOOR PLANS
A6.0 DEMO AND NEW ELEVATIONS.
A7.0 SECTIONS, DOOR AND WINDOW SCHEDULE AND DETAIL
C1.0 CALGREEN REQUIREMENTS
C2.0 CALGREEN REQUIREMENT

vicinity map

project team

OWNER

---
130 VASONA OAKS DR, LOS GATOS, CA 95032

DESIGNER

SU-LING CHEAH
1042 EMERALD TER
UNION CITY CA 94587
(510)377.8802 main
slcdesign1999@gmail.com

legend

(E) WALL TO REMAIN
(E) WALL, DOORS AND WINDOWS TO REMOVE
EXTERIOR ELEVATION REFERENCE TAG
DETAIL NUMBER
SHEET NUMBER

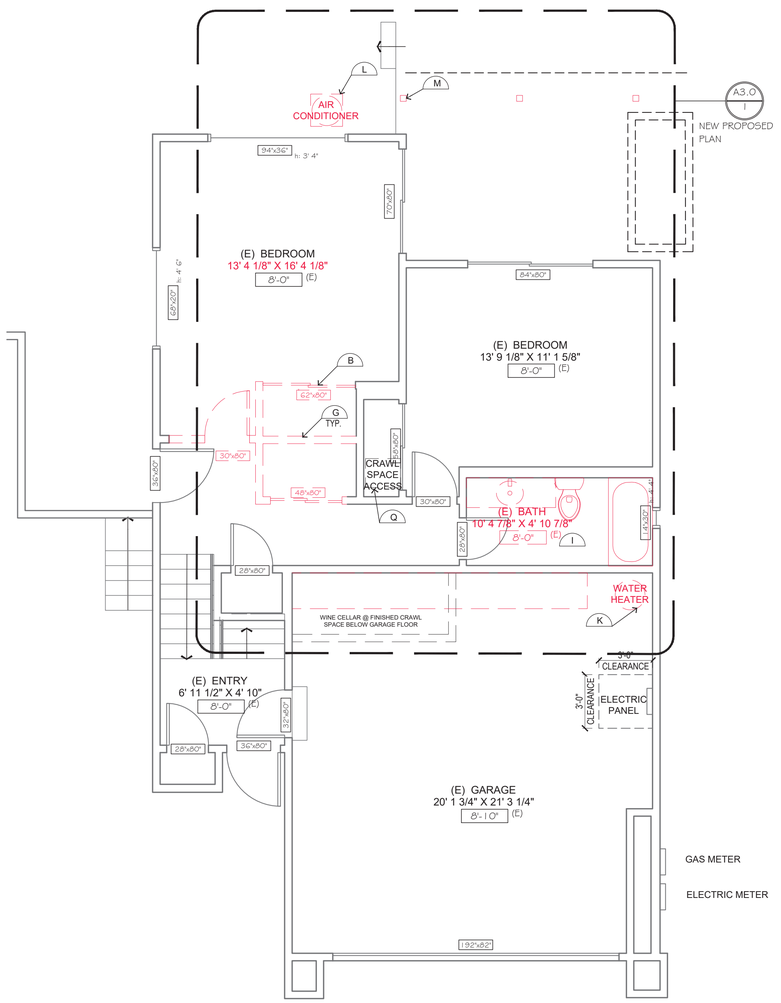
demo sheet notes

A.	REMOVE EXISTING DOORS (SHOWN DASHED).
B.	REMOVE EXISTING DOOR (SHOWN DASHED). INFILL WITH NEW WALL AND MATCH TO ALIGN WITH EXISTING ADJACENT.
C.	REMOVE EXISTING DOOR (SHOWN DASHED). REPLACE WITH NEW DOOR.
D.	REMOVE EXITING WINDOW. (SHOWN DASHED).
E.	REMOVE EXISTING WINDOWS (SHOWN DASHED). REPLACE WITH NEW DOOR.
F.	REMOVE EXISTING WINDOWS (SHOWN DASHED). FILLED WITH NEW WALL.
G.	REMOVE THIS PORTION OF EXISTING WALL.
H.	REMOVE (E) KITCHEN UPPER & LOWER CABINET, COUNTERTOP, FAUCET, STOVE, REFRIGERATOR, DISHWASHER, DISPOSAL, & OVEN, CAP & SALVAGE (E) PLUMBING & GAS LINE FOR NEW APPLIANCES. SEE PROPOSED FLOOR PLAN FOR NEW LOCATION.
I.	REMOVE PLUMBING FIXTURE AND ACCESSORIES. CAP PLUMBING LINES BEHIND WALLSUNDER FLOOR.
J.	REMOVE ATTIC ACCESS (SHOWN DASHED).
K.	REMOVE WATER HEATER (SHOWN DASHED).
L.	REMOVE AIR CONDITIONER.
M.	REMOVE EXISTING POST. SEE S.S.D.
N.	REMOVE EXISTING STEP.
O.	REMOVE DECK (SHOWN DASHED).
P.	(E) SKYLIGHT TO REMAIN.
Q.	(E) CRAWL SPACE ACCESS TO REMAIN.

3

PROJECT DATA

	EXISTING	PROPOSED
LOT SIZE	1,977 S.F.	1,977 S.F.
LOT COVERAGE	66%	73.40%
FIRST FLOOR LIVING AREA S.F.:	678 S.F.	0 S.F.
SECOND FLOOR LIVING AREA S.F.:	1087 S.F.	322 S.F. ADDITION = 1409
THIRD FLOOR LIVING AREA S.F.:	236 S.F.	329 S.F. ADDITION
TOTAL LIVING AREA S.F.	2001 s.f.	2416 S.F.
FIRST FLOOR PATIO	148 s.f.	173 s.f. ADDITION + 148 S.F. = 321 S.F.
FAR - HOME	101.21%	122.20%
FAR - GARAGE	23.30%	NO CHANGE
LOT COVERAGE	1290 S.F.	1463 S.F.

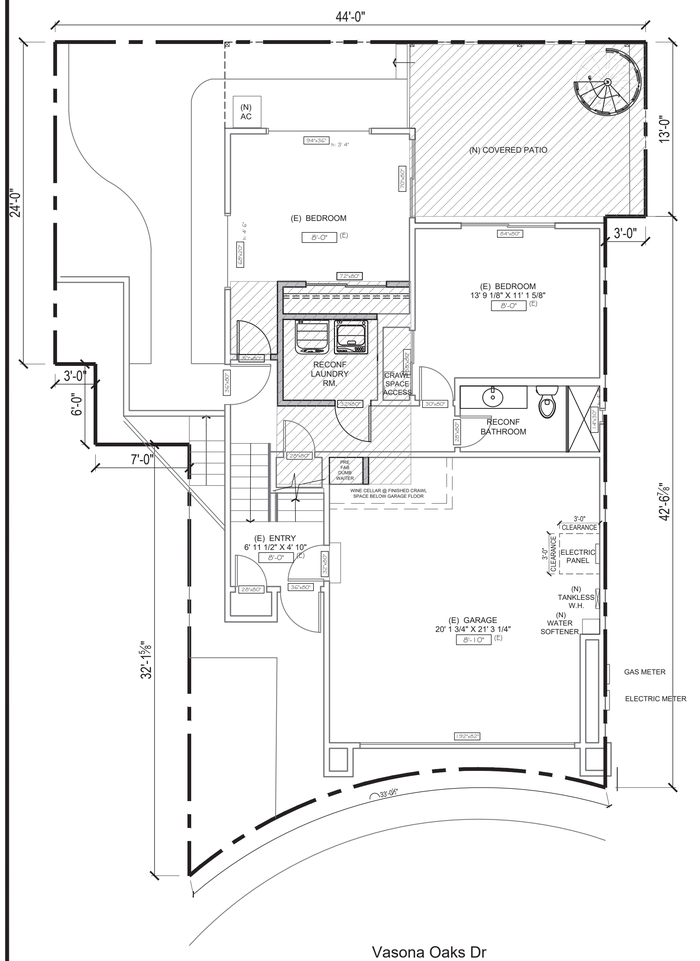


existing and demo first floor plan

SCALE: 1/4" = 1'-0" 2

site plan legend

PROPERTY LINE
REMODEL AREA OF EXISTING HOUSE



Vasona Oaks Dr

SCALE: 3/16" = 1'-0" 1

site plan with new floor plan

DESIGN STUDIO

consultant

consultant

general notes

1. This sheet is part of a set and is not to be used alone.
2. This sheet is not to be used for construction unless the designer's signature appear on drawings and status box indicates drawings have been released for construction.
3. These plans and prints thereof, as instruments of service, are owned by the designer and are for use on this project only. Reproduction and/or distribution without the prior written consent of the designer is forbidden.
4. Copyright Su-Ling Slaton, 2025

Residence

Remodeling & Addition

130 Vasona Oaks Dr,
Los Gatos, CA 95032

revision history

#	description	date
1	planning comments response	6.9.2025
2		
3	planning comments resp.	6.19.2025
4		
5		

drawing release status

	date
client review	
plan check	
bidding	
construction	

date 4.19.2024
proj num
proj mgr
proj arch
scale AS NOTED

PROJECT DATA, SITE PLAN AND EXISTING AND DEMO FIRST FLOOR PLAN

sheet number A1.0

EXHIBIT 9

legend

(E) STUD WALL TO REMAIN

(E) WALL, DOORS AND WINDOWS TO REMOVE

(N) 2x STUD WALL - EXTERIOR WALL TO RECEIVE 2X6 WITH R-13 BATT. INSULATION SEE TITLE 24 FOR MORE INFO.

EXTERIOR ELEVATION REFERENCE TAG

DETAIL NUMBER
SHEET NUMBER

demo sheet notes

##

A. REMOVE EXISTING DOORS (SHOWN DASHED).
B. REMOVE EXISTING DOOR (SHOWN DASHED). INFILL WITH NEW WALL AND MATCH TO ALIGN WITH EXISTING ADJACENT.
C. REMOVE EXISTING DOOR (SHOWN DASHED). REPLACE WITH NEW DOOR.
D. REMOVE EXITING WINDOW. (SHOWN DASHED).
E. REMOVE EXISTING WINDOWS (SHOWN DASHED). REPLACE WITH NEW DOOR.
F. REMOVE EXISTING WINDOWS (SHOWN DASHED). FILLED WITH NEW WALL.
G. REMOVE THIS PORTION OF EXISTING WALL.
H. REMOVE (E) KITCHEN UPPER & LOWER CABINET, COUNTERTOP, FAUCET, STOVE, REFRIGERATOR, DISHWASHER, DISPOSAL, & OVEN, CAP & SALVAGE (E) PLUMBING & GAS LINE FOR NEW APPLIANCES, SEE PROPOSED FLOOR PLAN FOR NEW LOCATION.
I. REMOVE PLUMBING FIXTURE AND ACCESSORIES. CAP PLUMBING LINES BEHIND WALLS/UNDER FLOOR.
J. REMOVE ATTIC ACCESS (SHOWN DASHED).
K. REMOVE WATER HEATER (SHOWN DASHED).
L. REMOVE AIR CONDITIONER.
M. REMOVE EXISTING POST. SEE S.S.D.
N. REMOVE EXISTING STEP.
O. REMOVE DECK (SHOWN DASHED).
P. (E) SKYLIGHT TO REMAIN.
Q. (E) CRAWL SPACE ACCESS TO REMAIN.

new sheet notes

##

1. NEW RELOCATED WASHER. PROVIDE POWER
2. PROVIDE WATER HAMMER ARRESTORS AT ALL APPLIANCES THAT HAVE QUICK-ACTING VALVES (I.E. DISHWASHER HOT WATER LINE AND THE HOT/COLD WATER LINES FOR THE CLOTHES WASHER.) 2022CPC 609.10
3. PROVIDE NEW DISHWASHER. PROVIDE POWER AND PLUMBING. ON THE DISCHARGE SIDE OF THE DISHWASHER PROVIDE A LISTED AIR GAP FITTING. LISTED AIR GAPS SHALL BE INSTALLED WITH THE FLOOD LEVEL MARKING AT OR ABOVE THE FLOOD LEVEL OF THE SINK OR DRAIN BOARD WHICHEVER IS HIGHER PER CPC SECTION 807.3
4. INSTALLATION OF A DEDICATED FUEL SHUT OFF VALVE SHALL BE WITHIN 6'-0" OF THE GAS APPLIANCE IT SERVES. CPC 220.79. EARTHQUAKE-ACTUATED GAS SHUTOFF VALVES DESIGNED TO AUTOMATICALLY SHUT OFF THE GAS AT THE LOCATION OF THE VALVE IN THE EVENT OF A SEISMIC DISTURBANCE AND CERTIFIED BY THE STATED ARCHITECT AS CONFORMING TO CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 12, CHAPTER 12- E16 .E1. SHALL BE INSTALLED IN ALL NEW BUILDINGS AND IN EXISTING BUILDINGS THAT UNDERGO ALTERATIONS OR ADDITIONS THAT EXCEED $10,000.
5. PROVIDE NEW GAS COOKING RANGE (PROVIDE POWER) WITH NEW EXHAUST HOOD (PROVIDE POWER) WITH A MIN. VENTILATION EXHAUST RATE OF 100 CFM. HOUSEHOLD COOKING APPLIANCES SHALL HAVE A VERTICAL CLEARANCE ABOVE THE COOKING TOP OF NOT LESS THAN THIRTY - 30" INCHES TO COMBUSTIBLE MATERIAL OR METAL CABINETS. EXCEPT WHERE 24 INCHES IS ALLOWED PER CODE OR MANUFACTURER'S SPECIFICATION. CMC §203.3.2.
6. RANGE HOODS SHALL BE PERMITTED TO BE CORD-AND-PLUG-CONNECTED WITH A FLEXIBLE COURT IDENTIFIED AS SUITABLE FOR USE ON RANGE HOODS IN THE INSTALLATION INSTRUCTIONS OF THE APPLIANCE MANUFACTURER. WHERE ALL THE FOLLOWING CONDITIONS ARE MET: THE FLEXIBLE CORD IS TERMINATED WITH A GROUNDING-TYPE ATTACHMENT PLUG. THE LENGTH OF THE CORD IS 18 INCHES TO 4 FEET. RECEPTACLES ARE LOCATED TO PROTECT AGAINST PHYSICAL DAMAGE TO THE FLEXIBLE CORD. THE RECEPTACLES IS ACCESSIBLE. THE RECEPTACLE IS SUPPLIED BY AN INDIVIDUAL BRANCH CIRCUIT.
7. IF OCCURS ELECTRIC STOVES AND OVENS SHALL BE SUPPLIED WITH 40- OR 50-AMP BRANCH CIRCUIT.
8. PROVIDE NEW SINK WITH CALGREEN COMPLIANT FAUCET WITH NEW GARBAGE DISPOSAL (PROVIDE POWER).
9. NEW REFRIGERATOR/ICE MAKER/WINE COOLER (PROVIDE POWER AND ICE MAKER OUTLET BOX AND CONNECT).
10. NEW SOLID COUNTER TOP WITH UPPER AND LOWER CABINETS.
11. COUNTERTOP AND WHERE THE COUNTERTOP DOES NOT EXTEND MORE THAN 6 INCHES BEYOND ITS BASE.
12. NEW SOLID SURFACE COUNTER KITCHEN ISLAND AND BAR COUNTER WITH BASE CABINET.
13. COMBINATION TYPE ARC-FAULT CIRCUIT INTERRUPTER SHALL PROTECT ALL RECEPTACLES IN ALL BEDROOMS, DINING ROOMS, LIVING ROOMS, PARLORS, LIBRARIES, DENS SUNROOMS, RECREATION ROOMS, CLOSETS, KITCHENS, LAUNDRY AREAS, HALLWAYS OR SIMILAR ROOMS OR AREAS WITH BRANCH CIRCUITS THAT SUPPLY 125 VOLT, SINGLE-PHASE, 15 AND 20-AMPERE RECEPTACLE OUTLETS, AND BE READILY ACCESSIBLE. 2022 CEC SECTION 210.12
14. TWO 20-AMP GFCI PROTECTED CIRCUITS WILL BE PROVIDED IN THE KITCHEN COUNTER AND ISLAND OUTLETS AND SHALL COMPLY WITH ART. 210.52 (C) (EXCEPTION TO (I) CEC 2022
15. LIGHTING INTEGRAL TO EXHAUST FANS SHALL BE CONTROLLED SEPARATELY FROM THE EXHAUST FANS. 150.0 (K) 2I. LIGHTING SHALL HAVE VACANCY SENSOR. EXHAUST FAN SHALL BE 50 CFM MIN.
16. PROVIDE WATER CLOSETS TO BE MAX. 1.28 GAL. PER FLUSH.
17. SHOWER/TUB W/ FULL HEIGHT TILE WALLS & TEMPERED GLASS ENCLOSURE. USE BITUTHANE 4,000 WATERPROOFING MEMBRANE OVER 1/2" WONDER BOARD @ WALLS, CEILING, & FLOOR.
18. NEW SOLID SURFACE (NON-SLIP RESISTANT) SHOWER PAN AND WALLS
19. PROVIDE SHOWER FINISHED TO 72" ABOVE DRAIN. PROVIDE PRESSURE OR THERMOSTATIC MIXING VALUE @ SHOWER AND JACUZZI/TUB, WHICH LIMITS WATER TEMPERATURE TO 120°F. SHOWER HEAD SHALL NOT EXCEED 1.8 GALLONS PER MINUTE AT 60 PSI.
20. NEW SINK AND FAUCET. PROVIDE FAUCET TO BE MAX 1.2 CMP AT 60 PSI.METERING FAUCETS SHALL NOT EXCEED 0.2 GALLONS PER METERING CYCLE.
21. WINDOW MODIFICATIONS: REPLACEMENT AND NEW WINDOWS. SHALL HAVE A U-FACTOR EQUAL TO 0.30
22. PROVIDE NEW COMBO UNIT SMOKE DETECTOR AND CARBON MONOXIDE DETECTOR W/BATTERY BACK-UP IN HALLWAY.
23. PROVIDE NEW 24" X 48" FLAT PROFILE SKYLIGHT.
24. PROVIDE NEW TANKLESS WATER HEATER.
25. NEW MIN. 30"X24" ATTIC ACCESS
26. NEW PREFABRICATED STAIRS.
27. NEW P.T. POSTS ON CONC. BASE 2' ABOVE FINISHED GRADE (TYP.)
28. NEW DECKING OVER FRAMING, S.S.D. FOR FRAMING DETAILS.
29. NEW AIR CONDITIONER.

KITCHEN GENERAL NOTES (2022 CBC REQUIREMENTS):

WATER CONSERVING PLUMBING FIXTURES REQUIREMENTS:

- KITCHEN FAUCETS SHALL HAVE A MAXIMUM FLOW RATE OF 1.8 GALLONS PER MINUTE. FLOW MAY TEMPORARILY INCREASE TO 2.2 GALLONS PER MINUTE, BUT MUST DEFAULT TO A MAXIMUM OF 1.8 GALLONS PER MINUTE. [CGBSC 4.303.1.4.4]
- PRIOR TO FINAL INSPECTION ALL NON-COMPLIANT PLUMBING FIXTURES SHALL BE UPGRADED WITH WATER-CONSERVING FIXTURES AS REQUIRED BY CIVIL CODE 1101.1. A COMPLETED AND SIGNED CERTIFICATE OF COMPLIANCE SHALL BE PROVIDED TO THE BUILDING INSPECTOR.

ELECTRICAL REQUIREMENTS:

- RECEPTACLE OUTLETS SHALL BE INSTALLED SO THAT NO POINT ALONG THE WALL COUNTERTOP OR WORK SURFACE IS MORE THAN 24 INCHES FROM A RECEPTACLE IN THAT SPACE. [CEC 210.52(C)(1)]
- RECEPTACLE OUTLETS SHALL BE INSTALLED AT EACH KITCHEN COUNTERTOP AND WORK SURFACE THAT IS 12 INCHES OR WIDER. [CEC 210.52(C)(1)]
- AT LEAST ONE RECEPTACLE OUTLET SHALL BE INSTALLED AT EACH ISLAND OR PENINSULAR COUNTER SPACE WITH A LONG DIMENSION OF 24 INCHES OR GREATER AND A SHORT DIMENSION OF 12 INCHES OR GREATER. [CEC 210-52(C)(2) AND 210.52(C)(3)]
- ALL ELECTRICAL OUTLETS SERVING KITCHEN COUNTERTOPS AND DISHWASHERS SHALL BE GFCI PROTECTED. GROUND FAULT CIRCUIT INTERRUPTERS SHALL BE LOCATED IN A READILY ACCESSIBLE LOCATION. [CEC 210.8(A)(D)]
- AT LEAST TWO SEPARATE 20-AMPERE BRANCH CIRCUITS SHALL BE PROVIDED FOR SMALL KITCHEN APPLIANCES. THESE CIRCUITS ARE LIMITED TO SUPPLYING WALL AND COUNTER SPACE OUTLETS ONLY AND CANNOT SERVE DISHWASHER, MICROWAVE, RANGE HOOD, GARBAGE DISPOSAL, ETC.. [CEC 210.11(C)(1) AND 210.52(B)(3)]
- ALL ADDED/REPLACED RECEPTACLES SHALL BE LISTED TAMPER-RESISTANT RECEPTACLES AND SHALL BE ARC FAULT PROTECTED. [CEC, 406.12]

2022 BATHROOM REMODEL REQUIREMENTS:

1. PROVIDE WATERPROOFED MATERIAL AT SHOWER WALLS.
2. ALL RECEPTACLES SHALL BE GFCI PROTECTED AND CONNECTED TO A DEDICATED 15 AND 20 AMPS CIRCUIT . ÂCEC 210.8 ; Â
3. ALL HARDWIRED LIGHTING SHALL BE HIGH EFFICACY. . ÂCA ENERGY EFF. STANDARDS, SECTION 150(K)
4. EXHAUST FANS ARE REQUIRED IN ALL BATHROOMS, EVEN IF AN OPERABLE WINDOW IS INSTALLED. CRC 303.3).
5. EXHAUST FANS AND LIGHTING SHALL HAVE SEPARATE CONTROL SWITCHES, (EVEN IF A COMBINATION UNIT IS INSTALLED). THE EXHAUST FAN MAY NEED TO BE SUPPLIED BY A GFCI PROTECTED CIRCUIT BASED ON THE MANUFACTURER'S'S REQUIREMENTS. CEC 150.0 (K)2B)
6. EXHAUST FANS SHALL TERMINATE A MINIMUM OF 3'-I' FROM PROPERTY LINE AND 3'I' FROM OPENINGS INTO A BUILDING. (CMC 502.2.1)
7. EXHAUST FANS AT SHOWER SHALL BE LISTED FOR WET LOCATION AND SHALL BE GFCI PROTECTED. CEC 210.8
8. SHOWER ENCLOSURE DOORS SHALL OPEN OUTWARD AND MAINTAIN 22"H CLEARANCE CPC 408.5
9. SHOWER COMPARTMENT SHALL BE A MINIMUM 1,024 SQUARE INCHES ENCOMPASSING A 30"H CIRCLE. CPC 408.6
10. WATER CLOSETS (MAXIMUM 1.28 GPM- .Â SHALL BE CLEAR 30 INCHES WIDE 15 INCHES ON CENTER) AND 24 INCHES IN FRONT. CPC 402.5
11. SHOWER HEADS (MAXIMUM 1.8 GPM CPC 408.2 & FAUCETS (MAXIMUM 1.2 GPM CPC 407.2)
12. BATHTUB/WHIRLPOOLS AND SHOWER VALVES SHALL BE APPROVED PRESSURE-BALANCED OR THERMOSTATIC MIXING TYPE ADJUSTED TO A MAXIMUM OF 120 DEGREES. CPC 408.3

LIGHTING REQUIREMENTS:

- ALL INSTALLED LUMINAIRES SHALL BE HIGH EFFICACY. [CENC 150.0 TABLE 150.0-A]
- UNDER CABINET LIGHTING SHALL BE CONTROLLED SEPARATELY FROM CEILING INSTALLED LIGHTING SUCH THAT ONE CAN BE TURNED ON WITHOUT THE OTHER. [CENC 150.0(J)2)(K)]
- LUMINAIRES RECESSED INTO INSULATED CEILINGS:
  (A) SHALL BE LISTED FOR ZERO CLEARANCE INSULATION COVER (IC RATED);
  (B) SHALL INCLUDE A LABEL CERTIFYING AIR TIGHT (AT) WITH AIR LEAKAGE LESS THAN 2.0 CFM AT 75 PASCALS;
  (C) SHALL BE SEALED WITH A GASKET OR CAULK BETWEEN THE LUMINARY HOUSING AND CEILING;
  (D) IF RECESSED LIGHTS ARE EQUIPPED WITH BALLASTS, SHALL ALLOW BALLAST MAINTENANCE AND REPLACEMENT WITHOUT REQUIRING CUTTING OF HOLES IN THE CEILING; AND
  (E) SHALL NOT CONTAIN SCREW BASE SOCKETS. [CEES SEC.150(K)1'2].

SMOKE AND CARBON MONOXIDE DETECTOR

WHEN ALTERATIONS,REPAIRS OR ADDITIONS REQUIRING A PERMIT OCCUR, THE INDIVIDUAL DWELLING UNIT SHALL BE EQUIPPED WITH SMOKE ALARMS LOCATED AS REQUIRED FOR NEW DWELLINGS. [R314.4.2.2]

SMOKE ALARMS: DWELLINGS ARE TO BE EQUIPPED WITH SMOKE ALARMS INSTALLED IN THE FOLLOWING LOCATIONS: [CRC 314.4]

- IN EACH EXISTING SLEEPING ROOM.
- OUTSIDE EACH SEPARATE SLEEPING AREA IN THE IMMEDIATE VICINITY OF THE BEDROOMS.
- ON EACH STORY INCLUDING BASEMENTS AND HABITABLE ATTICS, NOT INCLUDING CRAWL SPACES AND UNINHABITABLE ATTICS.
- INSTALLED NOT LESS THAN 3 FEET HORIZONTALLY FROM THE DOOR OR OPENING OF A BATHROOM THAT CONTAINS A BATHTUB OR SHOWER UNLESS THIS WOULD PREVENT PLACEMENT OF A SMOKE ALARM REQUIRED BY CRC R314.3(4).

CARBON MONOXIDE ALARMS: DWELLINGS THAT HAVE ATTACHED GARAGES WITH AN OPENING THAT COMMUNICATES WITH THE DWELLING UNIT, OR FUEL BURNING APPLIANCES, OR FIRE PLACE ARE TO BE EQUIPPED WITH CARBON MONOXIDE ALARMS INSTALLED IN THE FOLLOWING LOCATIONS: [CRC 315.3]

- OUTSIDE EACH SEPARATE SLEEPING AREA IN THE IMMEDIATE VICINITY OF THE BEDROOMS.
- ON EVERY OCCUPIABLE LEVEL OF A DWELLING UNIT INCLUDING BASEMENTS.
- WHERE A FUEL-BURNING APPLIANCE IS LOCATED WITHIN A BEDROOM OR ITS ATTACHED BATHROOM, A CARBON MONOXIDE ALARM SHALL BE INSTALLED WITHIN THE BEDROOM.

ALARM INTERCONNECTION AND POWER: SMOKE AND CARBON MONOXIDE ALARMS ARE REQUIRED TO BE INTERCONNECTED SUCH THAT ACTIVATION OF ONE ALARM WILL ACTIVATE ALL OF THE ALARMS AND SHALL RECEIVE THEIR PRIMARY POWER FROM THE BUILDING WIRING. EXCEPTION: WHERE REPAIRS OR ALTERATIONS TO EXISTING BUILDINGS DO NOT RESULT IN THE REMOVAL OF WALL AND CEILING FINISHES AND THERE IS NO ACCESS BY MEANS OF ATTIC, BASEMENT OR CRAWL SPACE. [CRC 314.4 AND §314.6]

VENTILATION REQUIREMENTS:

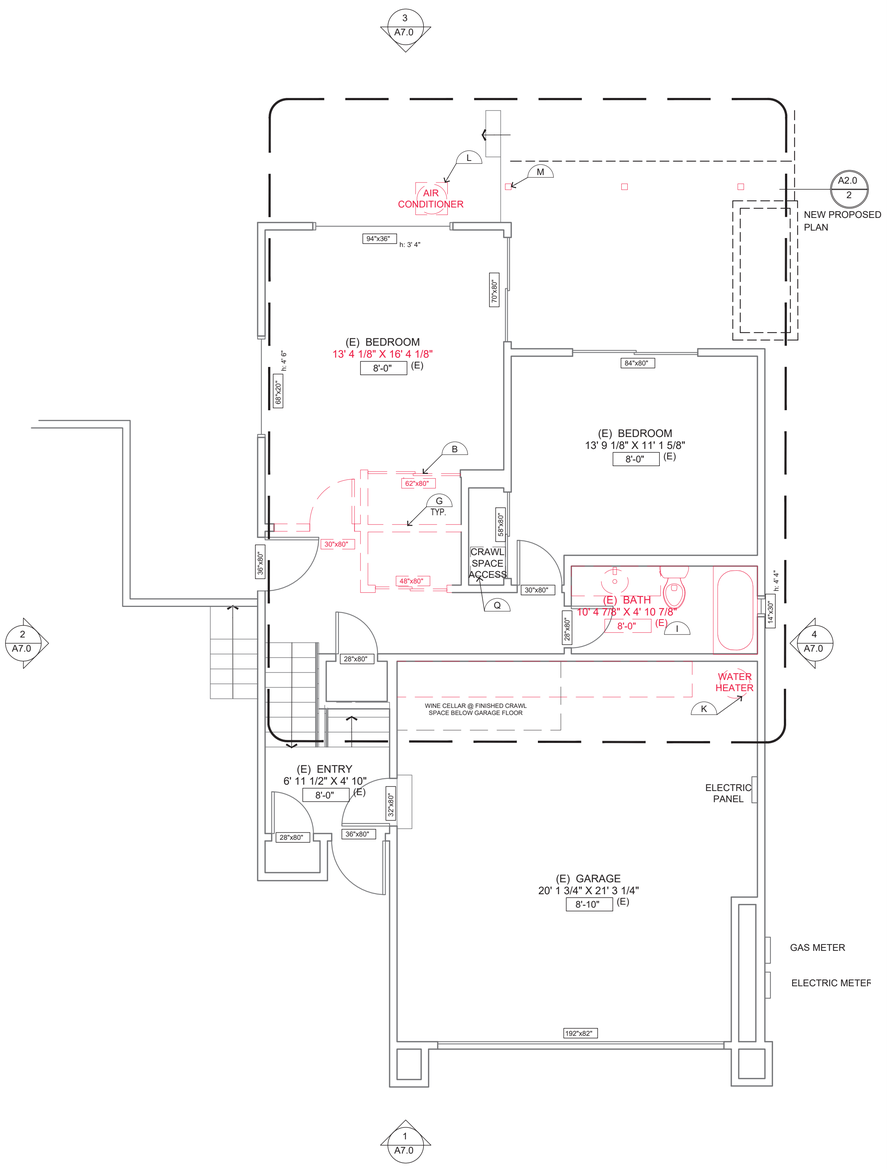
- TERMINATION OF ALL ENVIRONMENTAL AIR DUCTS SHALL BE AT LEAST 3 FEET FROM PROPERTY LINE AND FROM OPENINGS INTO THE BUILDING, AND 10 FEET FROM A FORCED AIR INLET. [CMC 502.2.1]
- WHOLE-BUILDING VENTILATION: KITCHENS REQUIRE VENTILATION AIR FLOW AT 100 CUBIC FEET PER MINUTE OR MORE FOR INTERMEDIATE SYSTEMS OR 5 AIR CHANGES PER HOUR FOR CONTINUOUS SYSTEMS. [ASHRAE 62.2]

WINDOW MODIFICATIONS: REPLACEMENT AND NEW WINDOWS:

1. SHALL HAVE A U-FACTOR EQUAL TO 0.30 OR LOWER. EXCEPTIONS:
   REPLACEMENT SKYLIGHTS, OR NEW SKYLIGHTS UP TO 16 SQUARE FEET, MAY HAVE A U-FACTOR OF 0.55, WHEN 75 SQUARE FEET OR LESS OF FENESTRATION IS REPLACED WINDOWS MAY HAVE A U-FACTOR OF 0.40. [CENC 150.2(B) TABLE 150.1-A]
2. FOR WINDOW MODIFICATIONS IN THE HILLSIDE FIRES ZONES 2 AND 3 REFER TO WINDOW AND DOOR CODE COMPLIANCE CHECKLIST

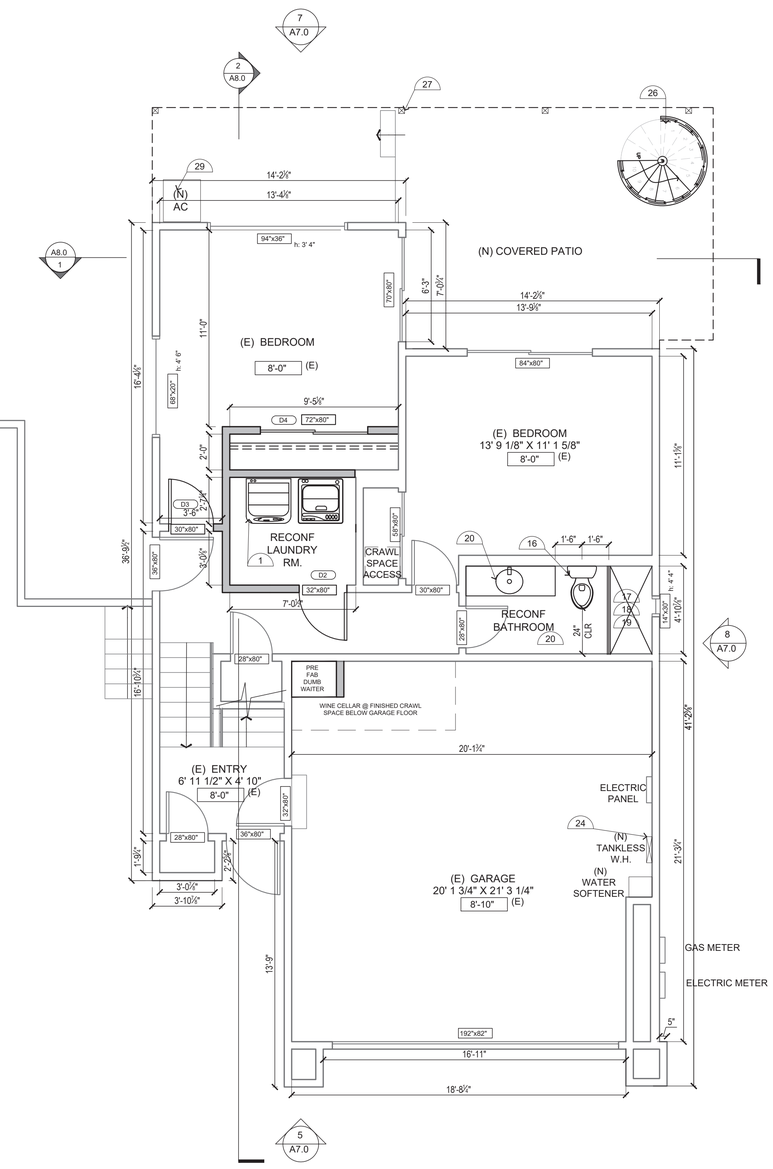
BUILDING ENVELOPE MODIFICATIONS:

EXTERIOR WALL, FLOOR AND ROOF FRAMING SPACES OPENED UP DURING THE COURSE OF REMODEL SHALL BE INSULATED. R-13 (2X4 WALL), R-20 (2X6 WALL), R-19 (FLOOR), AND R-19 (ATTIC/ROOF) INSULATION. [CENC 150.0(A)(C)(D)]



existing and demo first floor plan

SCALE: 1/4" = 1'-0" 1



new proposed first floor plan

SCALE: 1/4" = 1'-0" 2

consultant

consultant

disclaimer

- Do not scale or measure plan set.
- All vendors shall measure as builts/current framing conditions prior to casework/cabinet fabrication

general notes

1. This sheet is part of a set and is not to be used alone.
2. This sheet is not to be used for construction unless the designer's signature appear on drawings and status box indicates drawings have been released for construction.
3. These plans and prints thereof, as instruments of service, are owned by the designer and are for use on this project only. Reproduction and/or distribution without the prior written consent of the designer is forbidden.
4. Copyright Slodesign, 2025

Ken MacDonald's Residence

1

Application PD-25-002

Remodeling & Addition

130 Vasona Oaks Dr, Los Gatos, CA 95032

revision history

#	description	date
1		
2		
3		
4		
5		

drawing release status

	date
client review	
plan check	
bidding	
construction	

date	4.19.2024
proj num	
proj mgr	
proj arch	
scale	AS NOTED

EXISTING AND DEMO AND NEW PROPOSED FIRST FLOOR PLANS

sheet number **A2.0**

legend

(E) STUD WALL TO REMAIN

(E) WALL, DOORS AND WINDOWS TO REMOVE

(N) 2x STUD WALL - EXTERIOR WALL TO RECEIVE 2X6 WITH R-13 BATT. INSULATION SEE TITLE 24 FOR MORE INFO.

EXTERIOR ELEVATION REFERENCE TAG

DETAIL NUMBER
SHEET NUMBER

demo sheet notes

A. REMOVE EXISTING DOORS (SHOWN DASHED).
B. REMOVE EXISTING DOOR (SHOWN DASHED). INFILL WITH NEW WALL AND MATCH TO ALIGN WITH EXISTING ADJACENT.
C. REMOVE EXISTING DOOR (SHOWN DASHED). REPLACE WITH NEW DOOR.
D. REMOVE EXITING WINDOW. (SHOWN DASHED).
E. REMOVE EXISTING WINDOWS (SHOWN DASHED). REPLACE WITH NEW DOOR.
F. REMOVE EXISTING WINDOWS (SHOWN DASHED). FILLED WITH NEW WALL.
G. REMOVE THIS PORTION OF EXISTING WALL.
H. REMOVE (E) KITCHEN UPPER & LOWER CABINET, COUNTERTOP, FAUCET, STOVE, REFRIGERATOR. DISHWASHER, DISPOSAL, & OVEN, CAP & SALVAGE (E) PLUMBING & GAS LINE FOR NEW APPLIANCES, SEE PROPOSED FLOOR PLAN FOR NEW LOCATION.
I. REMOVE PLUMBING FIXTURE AND ACCESSORIES. CAP PLUMBING LINES BEHIND WALLS/UNDER FLOOR.
J. REMOVE ATTIC ACCESS (SHOWN DASHED).
K. REMOVE WATER HEATER (SHOWN DASHED).
L. REMOVE AIR CONDITIONER.
M. REMOVE EXISTING POST. SEE S.S.D.
N. REMOVE EXISTING STEP.
O. REMOVE DECK (SHOWN DASHED).
P. (E) SKYLIGHT TO REMAIN.
Q. (E) CRAWL SPACE ACCESS TO REMAIN.

new sheet notes

1. NEW RELOCATED WASHER. PROVIDE POWER
2. PROVIDE WATER HAMMER ARRESTORS AT ALL APPLIANCES THAT HAVE QUICK-ACTING VALVES (I.E. DISHWASHER HOT WATER LINE AND THE HOT/COLD WATER LINES FOR THE CLOTHES WASHER.) 2022CPC 609.10
3. PROVIDE NEW DISHWASHER. PROVIDE POWER AND PLUMBING. ON THE DISCHARGE SIDE OF THE DISHWASHER PROVIDE A LISTED AIR GAP FITTING. LISTED AIR GAPS SHALL BE INSTALLED WITH THE FLOOD LEVEL MARKING AT OR ABOVE THE FLOOD LEVEL OF THE SINK OR DRAIN BOARD WHICHEVER IS HIGHER PER CPC SECTION 807.3
4. INSTALLATION OF A DEDICATED FUEL SHUT OFF VALVE SHALL BE WITHIN 6'-0" OF THE GAS APPLIANCE IT SERVES. CPC 230.79. EARTHQUAKE-ACTUATED GAS SHUTOFF VALVES DESIGNED TO AUTOMATICALLY SHUT OFF THE GAS AT THE LOCATION OF THE VALVE IN THE EVENT OF A SEISMIC DISTURBANCE AND CERTIFIED BY THE STATED ARCHITECT AS CONFORMING TO CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 12, CHAPTER 12- E16. E1. SHALL BE INSTALLED IN ALL NEW BUILDINGS AND IN EXISTING BUILDINGS THAT UNDERGO ALTERATIONS OR ADDITIONS THAT EXCEED $10,000.
5. PROVIDE NEW GAS COOKING RANGE (PROVIDE POWER) WITH NEW EXHAUST HOOD (PROVIDE POWER) WITH A MIN. VENTILATION EXHAUST RATE OF 100 CFM. HOUSEHOLD COOKING APPLIANCES SHALL HAVE A VERTICAL CLEARANCE ABOVE THE COOKING TOP OF NOT LESS THAN THIRTY - 30" INCHES TO COMBUSTIBLE MATERIAL OR METAL CABINETS. EXCEPT WHERE 24 INCHES IS ALLOWED PER CODE OR MANUFACTURER'S SPECIFICATION. CMC 920.3.2.
6. RANGE HOODS SHALL BE PERMITTED TO BE CORD-AND-PLUG-CONNECTED WITH A FLEXIBLE COURT IDENTIFIED AS SUITABLE FOR USE ON RANGE HOODS IN THE INSTALLATION INSTRUCTIONS OF THE APPLIANCE MANUFACTURER. WHERE ALL THE FOLLOWING CONDITIONS ARE MET: THE FLEXIBLE CORD IS TERMINATED WITH A GROUNDING-TYPE ATTACHMENT PLUG. THE LENGTH OF THE CORD IS 18 INCHES TO 4 FEET. RECEPTACLES ARE LOCATED TO PROTECT AGAINST PHYSICAL DAMAGE TO THE FLEXIBLE CORD. THE RECEPTACLES IS ACCESSIBLE. THE RECEPTACLE IS SUPPLIED BY AN INDIVIDUAL BRANCH CIRCUIT.
7. IF OCCURS ELECTRIC STOVES AND OVENS SHALL BE SUPPLIED WITH 40- OR 50-AMP BRANCH CIRCUIT.
8. PROVIDE NEW SINK WITH CALGREEN COMPLIANT FAUCET WITH NEW GARBAGE DISPOSAL (PROVIDE POWER).
9. NEW REFRIGERATOR/ICE MAKER/WINE COOLER (PROVIDE POWER AND ICE MAKER OUTLET BOX AND CONNECT).
10. NEW SOLID COUNTER TOP WITH UPPER AND LOWER CABINETS.
11. COUNTERTOP AND WHERE THE COUNTERTOP DOES NOT EXTEND MORE THAN 6 INCHES BEYOND ITS BASE.
12. NEW SOLID SURFACE COUNTER KITCHEN ISLAND AND BAR COUNTER WITH BASE CABINET.
13. COMBINATION TYPE ARC-FAULT CIRCUIT INTERRUPTER SHALL PROTECT ALL RECEPTACLES IN ALL BEDROOMS, DINING ROOMS, LIVING ROOMS, PARLORS, LIBRARIES, DENS SUNROOMS, RECREATION ROOMS, CLOSETS, KITCHENS, LAUNDRY AREAS, HALLWAYS OR SIMILAR ROOMS OR AREAS WITH BRANCH CIRCUITS THAT SUPPLY 125 VOLT, SINGLE-PHASE, 15 AND 20-AMPERE RECEPTACLE OUTLETS, AND BE READILY ACCESSIBLE. 2022 CEC SECTION 210.12
14. TWO 20-AMP GFCI PROTECTED CIRCUITS WILL BE PROVIDED IN THE KITCHEN COUNTER AND ISLAND OUTLETS AND SHALL COMPLY WITH ART. 210.52 (C) (5) EXCEPTION TO (5) CEC 2022
15. LIGHTING INTEGRAL TO EXHAUST FANS SHALL BE CONTROLLED SEPARATELY FROM THE EXHAUST FANS. 150.0 (K) 2I. LIGHTING SHALL HAVE VACANCY SENSOR. EXHAUST FAN SHALL BE 50 CFM MIN.
16. PROVIDE WATER CLOSETS TO BE MAX. 1.28 GAL. PER FLUSH.
17. SHOWER/TUB W/ FULL-HEIGHT TILE WALLS & TEMPERED GLASS ENCLOSURE. USE BITUTHANE 4,000 WATERPROOFING MEMBRANE OVER 1/2" WONDER BOARD & WALLS, CEILING, & FLOOR.
18. NEW SOLID SURFACE (NON-SLIP RESISTANT) SHOWER PAN AND WALLS
19. PROVIDE SHOWER FINISHED TO 72" ABOVE DRAIN. PROVIDE PRESSURE OR THERMOSTATIC MIXING VALUE @ SHOWER AND JACUZZI TUB, WHICH LIMITS WATER TEMPERATURE TO 120°F. SHOWER HEAD SHALL NOT EXCEED 1.8 GALLONS PER MINUTE AT 60 PSI.
20. NEW SINK AND FAUCET. PROVIDE FAUCET TO BE MAX 1.2 GMP AT 60 PSI.METERING FAUCETS SHALL NOT EXCEED 0.2 GALLONS PER METERING CYCLE.
21. WINDOW MODIFICATIONS: REPLACEMENT AND NEW WINDOWS: SHALL HAVE A U-FACTOR EQUAL TO 0.30
22. PROVIDE NEW COMBO UNIT SMOKE DETECTOR AND CARBON MONOXIDE DETECTOR W/BATTERY BACK-UP IN HALLWAY.
23. PROVIDE NEW 04" X 48" FLAT PROFILE SKYLIGHT.
24. PROVIDE NEW TANKLESS WATER HEATER.
25. NEW MIN. 30"x24" ATTIC ACCESS
26. NEW PREFABRICATED STAIRS.
27. NEW P.T. POSTS ON CONC. BASE 2" ABOVE FINISHED GRADE (TYP.)
28. NEW DECKING OVER FRAMING, S.S.D. FOR FRAMING DETAILS.
29. NEW AIR CONDITIONER.

KITCHEN GENERAL NOTES (2022 CBC REQUIREMENTS):

WATER CONSERVING PLUMBING FIXTURES REQUIREMENTS:

- KITCHEN FAUCETS SHALL HAVE A MAXIMUM FLOW RATE OF 1.8 GALLONS PER MINUTE. FLOW MAY TEMPORARILY INCREASE TO 2.2 GALLONS PER MINUTE, BUT MUST DEFAULT TO A MAXIMUM OF 1.8 GALLONS PER MINUTE [CGBSC 4.303.1.4.4]
- PRIOR TO FINAL INSPECTION AILL NON-COMPLIANT PLUMBING FIXTURES SHALL BE UPGRADED WITH WATER-CONSERVING FIXTURES AS REQUIRED BY CIVIL CODE 1101.1. A COMPLETED AND SIGNED CERTIFICATE OF COMPLIANCE SHALL BE PROVIDED TO THE BUILDING INSPECTOR.

ELECTRICAL REQUIREMENTS:

- RECEPTACLE OUTLETS SHALL BE INSTALLED SO THAT NO POINT ALONG THE WALL COUNTERTOP OR WORK SURFACE IS MORE THAN 24 INCHES FROM A RECEPTACLE IN THAT SPACE. [CEC 210.52(C)(1)]
- RECEPTACLE OUTLETS SHALL BE INSTALLED AT EACH KITCHEN COUNTERTOP AND WORK SURFACE THAT IS 12 INCHES OR WIDER. [CEC 210.52(C)(1)]
- AT LEAST ONE RECEPTACLE OUTLET SHALL BE INSTALLED AT EACH ISLAND OR PENINSULAR COUNTER SPACE WITH A LONG DIMENSION OF 24 INCHES OR GREATER AND A SHORT DIMENSION OF 12 INCHES OR GREATER. [CEC 210-52(C)(2) AND 210.52(C)(3)]
- ALL ELECTRICAL OUTLETS SERVING KITCHEN COUNTERTOPS AND DISHWASHERS SHALL BE GFCI PROTECTED. GROUND FAULT CIRCUIT INTERRUPTERS SHALL BE LOCATED IN A READILY ACCESSIBLE LOCATION. [CEC 210.8(A)(D)]
- AT LEAST TWO SEPARATE 20-AMPERE BRANCH CIRCUITS SHALL BE PROVIDED FOR SMALL KITCHEN APPLIANCES. THESE CIRCUITS ARE LIMITED TO SUPPLYING WALL AND COUNTER SPACE OUTLETS ONLY AND CANNOT SERVE DISHWASHER, MICROWAVE, RANGE HOOD, GARBAGE DISPOSAL, ETC. [CEC 210.11(C)(1) AND 210.52(B)(3)]
- ALL ADDED/REPLACED RECEPTACLES SHALL BE LISTED TAMPER-RESISTANT RECEPTACLES AND SHALL BE ARC FAULT PROTECTED. [CEC 406.12]

2022 BATHROOM REMODEL REQUIREMENTS:

1. PROVIDE WATERPROOFED MATERIAL AT SHOWER WALLS.
2. ALL RECEPTACLES SHALL BE GFCI PROTECTED AND CONNECTED TO A DEDICATED 15 AND 20 AMPS CIRCUIT : ÂCEC 210.8 : Â
3. ALL HARDWIRED LIGHTING SHALL BE HIGH EFFICACY : ÂCA ENERGY EFF. STANDARDS, SECTION 150(K))
4. EXHAUST FANS ARE REQUIRED IN ALL BATHROOMS, EVEN IF AN OPERABLE WINDOW IS INSTALLED, CRC 303.3.\
5. EXHAUST FANS AND LIGHTING SHALL HAVE SEPARATE CONTROL SWITCHES. (EVEN IF A COMBINATION UNIT IS INSTALLED). THE EXHAUST FAN MAY NEED TO BE SUPPLIED BY A GFCI PROTECTED CIRCUIT BASED ON THE MANUFACTURER'S FS REQUIREMENTS. CEC 150.0 (K)2B)
6. EXHAUST FANS SHALL TERMINATE A MINIMUM OF 3'F FROM PROPERTY LINE AND 3'F FROM OPENINGS INTO A BUILDING. (CMC 502.2.1)
7. EXHAUST FANS AT SHOWER SHALL BE LISTED FOR WET LOCATION AND SHALL BE GFCI PROTECTED. CEC 210.8
8. SHOWER ENCLOSURE DOORS SHALL OPEN OUTWARD AND MAINTAIN 22"H CLEARANCE CPC 408.5
9. SHOWER COMPARTMENT SHALL BE A MINIMUM 1,024 SQUARE INCHES ENCOMPASSING A 30"H CIRCLE. CPC 408.6
10. WATER CLOSETS (MAXIMUM 1.28 GPM : Â SHALL BE CLEAR 30 INCHES WIDE 15 INCHES ON CENTER) AND 24 INCHES IN FRONT. CPC 402.5
11. SHOWER HEADS (MAXIMUM 1.8 GPM CPC 408.2 & FAUCETS (MAXIMUM 1.2 GPM CPC 407.2]
12. BATHTUB/WHIRLPOOLS AND SHOWER VALVES SHALL BE APPROVED PRESSURE-BALANCED OR THERMOSTATIC MIXING TYPE ADJUSTED TO A MAXIMUM OF 120 DEGREES. CPC 408.3

LIGHTING REQUIREMENTS:

- ALL INSTALLED LUMINAIRES SHALL BE HIGH EFFICACY. [CENC 150.0 TABLE 150.0-A]
- UNDER CABINET LIGHTING SHALL BE CONTROLLED SEPARATELY FROM CEILING INSTALLED LIGHTING SUCH THAT ONE CAN BE TURNED ON WITHOUT THE OTHER. [CENC 150.0(J)2)(K)]
- LUMINAIRES RECESSED INTO INSULATED CEILINGS:
  (A) SHALL BE LISTED FOR ZERO CLEARANCE INSULATION COVER (IC RATED);
  (B) SHALL INCLUDE A LABEL CERTIFYING AIR TIGHT (AT) WITH AIR LEAKAGE LESS THAN 2.0 CFM AT 75 PASCALS;
  (C) SHALL BE SEALED WITH A GASKET OR CAULK BETWEEN THE LUMINARY HOUSING AND CEILING;
  (D) IF RECESSED LIGHTS ARE EQUIPPED WITH BALLASTS, SHALL ALLOW BALLAST MAINTENANCE AND REPLACEMENT WITHOUT REQUIRING CUTTING OF HOLES IN THE CEILING; AND
  (E) SHALL NOT CONTAIN SCREW BASE SOCKETS. [CEES SEC.150(K)1)2].

SMOKE AND CARBON MONOXIDE DETECTOR

WHEN ALTERATIONS,REPAIRS OR ADDITIONS REQUIRING A PERMIT OCCUR, THE INDIVIDUAL DWELLING UNIT SHALL BE EQUIPPED WITH SMOKE ALARMS LOCATED AS REQUIRED FOR NEW DWELLINGS. [R314.4.2.2]

SMOKE ALARMS: DWELLINGS ARE TO BE EQUIPPED WITH SMOKE ALARMS INSTALLED IN THE FOLLOWING LOCATIONS: [CRC 314.4]

- IN EACH EXISTING SLEEPING ROOM.
- OUTSIDE EACH SEPARATE SLEEPING AREA IN THE IMMEDIATE VICINITY OF THE BEDROOMS.
- ON EACH STORY INCLUDING BASEMENTS AND HABITABLE ATTICS, NOT INCLUDING CRAWL SPACES AND UNINHABITABLE ATTICS.
- INSTALLED NOT LESS THAN 3 FEET HORIZONTALLY FROM THE DOOR OR OPENING OF A BATHROOM THAT CONTAINS A BATHTUB OR SHOWER UNLESS THIS WOULD PREVENT PLACEMENT OF A SMOKE ALARM REQUIRED BY CRC R314.3(4).

CARBON MONOXIDE ALARMS: DWELLINGS THAT HAVE ATTACHED GARAGES WITH AN OPENING THAT COMMUNICATES WITH THE DWELLING UNIT, OR FUEL BURNING APPLIANCES, OR FIRE PLACE ARE TO BE EQUIPPED WITH CARBON MONOXIDE ALARMS INSTALLED IN THE FOLLOWING LOCATIONS: [CRC 315.3]

- OUTSIDE EACH SEPARATE SLEEPING AREA IN THE IMMEDIATE VICINITY OF THE BEDROOMS.
- ON EVERY OCCUPIABLE LEVEL OF A DWELLING UNIT INCLUDING BASEMENTS.
- WHERE A FUEL-BURNING APPLIANCE IS LOCATED WITHIN A BEDROOM OR ITS ATTACHED BATHROOM, A CARBON MONOXIDE ALARM SHALL BE INSTALLED WITHIN THE BEDROOM.

ALARM INTERCONNECTION AND POWER: SMOKE AND CARBON MONOXIDE ALARMS ARE REQUIRED TO BE INTERCONNECTED SUCH THAT ACTIVATION OF ONE ALARM WILL ACTIVATE ALL OF THE ALARMS AND SHALL RECEIVE THEIR PRIMARY POWER FROM THE BUILDING WIRING. EXCEPTION: WHERE REPAIRS OR ALTERATIONS TO EXISTING BUILDINGS DO NOT RESULT IN THE REMOVAL OF WALL AND CEILING FINISHES AND THERE IS NO ACCESS BY MEANS OF ATTIC, BASEMENT OR CRAWL SPACE. [CRC 314.4 AND §314.6]

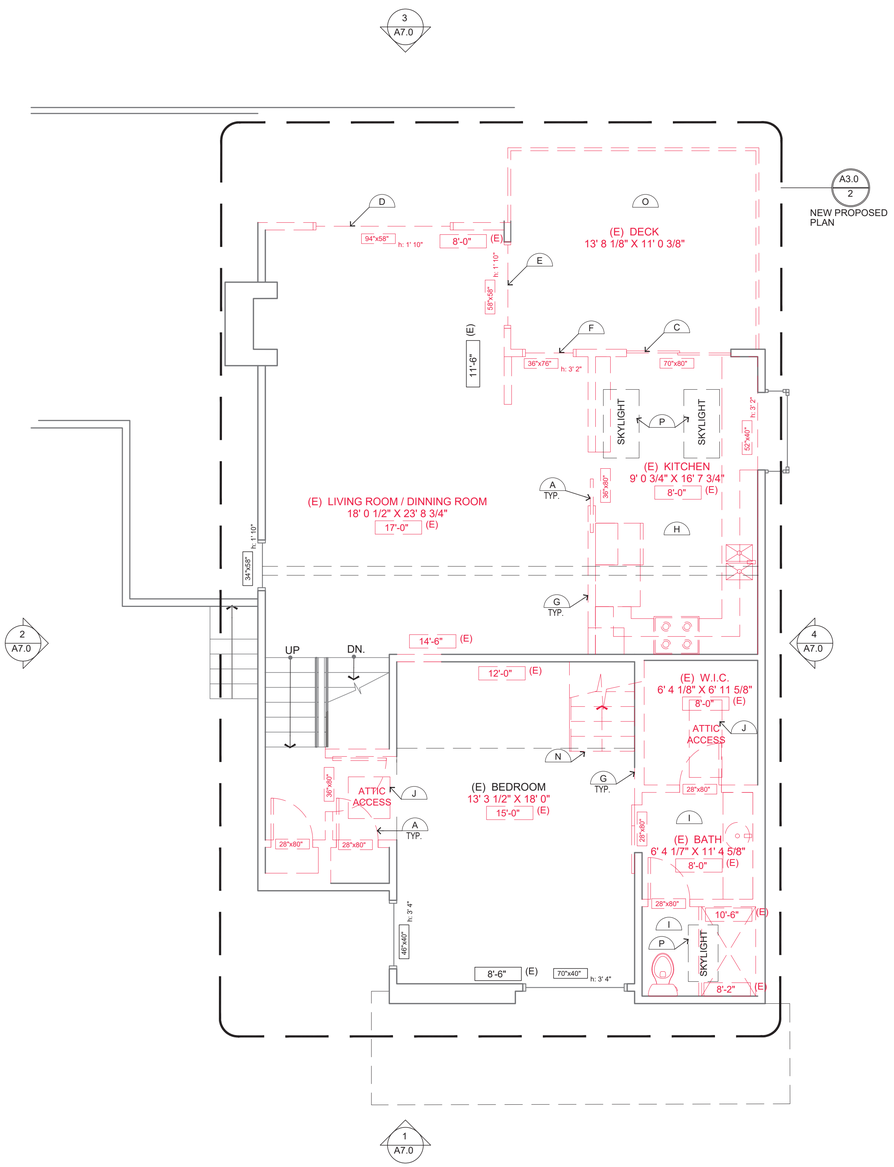
VENTILATION REQUIREMENTS:

- TERMINATION OF ALL ENVIRONMENTAL AIR DUCTS SHALL BE AT LEAST 3 FEET FROM PROPERTY LINE AND FROM OPENINGS INTO THE BUILDING, AND 10 FEET FROM A FORCED AIR INLET. [CMC 502.2.1]
- WHOLE-BUILDING VENTILATION: KITCHENS REQUIRE VENTILATION AIR FLOW AT 100 CUBIC FEET PER MINUTE OR MORE FOR INTERMEDIATE SYSTEMS OR 5 AIR CHANGES PER HOUR FOR CONTINUOUS SYSTEMS. [ASHRAE 62.2]

WINDOW MODIFICATIONS: REPLACEMENT AND NEW WINDOWS:

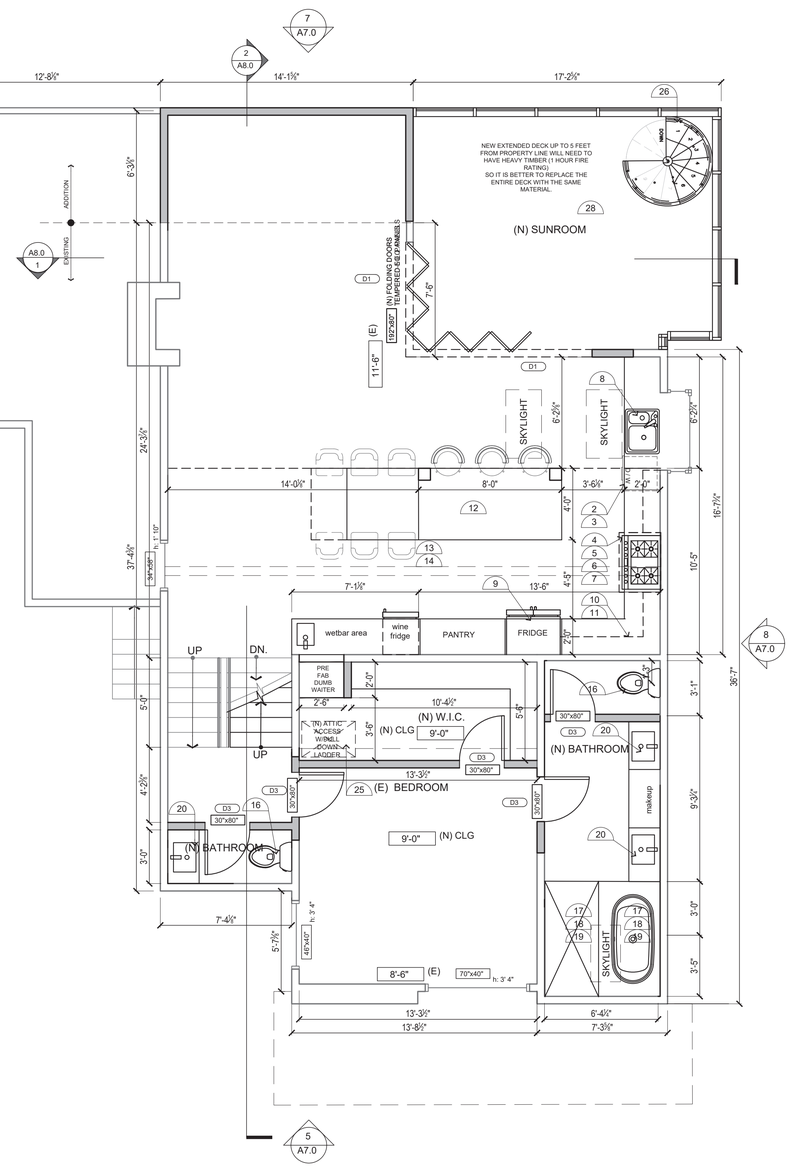
1. SHALL HAVE A U-FACTOR EQUAL TO 0.30 OR LOWER. EXCEPTIONS: REPLACEMENT SKYLIGHTS, OR NEW SKYLIGHTS UP TO 16 SQUARE FEET, MAY HAVE A U-FACTOR OF 0.55, WHEN 75 SQUARE FEET OR LESS OF FENESTRATION IS REPLACED WINDOWS MAY HAVE A U-FACTOR OF 0.40. [CENC 150.2(B) TABLE 150.1-A]
2. FOR WINDOW MODIFICATIONS IN THE HILLSIDE FIRES ZONES 2 AND 3 REFER TO WINDOW AND DOOR CODE COMPLIANCE CHECKLIST

BUILDING ENVELOPE MODIFICATIONS:
EXTERIOR WALL, FLOOR AND ROOF FRAMING SPACES OPENED UP DURING THE COURSE OF REMODEL SHALL BE INSULATED. R-13 (2X4 WALL), R-20 (2X6 WALL), R-19 (FLOOR), AND R-19 (ATTIC/ROOF) INSULATION. [CENC 150.0(A)(C)(D)]



existing and demo second floor plan

SCALE: 1/4" = 1'-0" 1



new proposed second floor plan

SCALE: 1/4" = 1'-0" 2

consultant

consultant

disclaimer
- Do not scale or measure plan set.
- All vendors shall measure as builts/current framing conditions prior to casework/cabinet fabrication

general notes
1. This sheet is part of a set and is not to be used alone.
2. This sheet is not to be used for construction unless the designer's signature appear on drawings and status box indicates drawings have been released for construction.
3. These plans and prints thereof, as instruments of service, are owned by the designer and are for use on this project only. Reproduction and/or distribution without the prior written consent of the designer is forbidden.
4. Copyright Skodesign, 2025

Ken MacDonald's Residence 1

Application PD-25-002

Remodeling & Addition

130 Vasona Oaks Dr, Los Gatos, CA 95032

revision history

#	description	date
1		
2		
3		
4		
5		

drawing release status

	date
client review	
plan check	
bidding	
construction	

date 4.19.2024

proj num

proj mgr

proj arch

scale AS NOTED

EXISTING AND DEMO AND NEW PROPOSED SECOND FLOOR PLANS

sheet number A3.0

legend

(E) STUD WALL TO REMAIN

(E) WALL, DOORS AND WINDOWS TO REMOVE

(N) 2x STUD WALL - EXTERIOR WALL TO RECEIVE 2X6 WITH R-13 BATT. INSULATION SEE TITLE 24 FOR MORE INFO.

EXTERIOR ELEVATION REFERENCE TAG
- DETAIL NUMBER
- SHEET NUMBER

demo sheet notes

##

A. REMOVE EXISTING DOORS (SHOWN DASHED).
B. REMOVE EXISTING DOOR (SHOWN DASHED). INFILL WITH NEW WALL AND MATCH TO ALIGN WITH EXISTING ADJACENT.
C. REMOVE EXISTING DOOR (SHOWN DASHED). REPLACE WITH NEW DOOR.
D. REMOVE EXITING WINDOW. (SHOWN DASHED).
E. REMOVE EXISTING WINDOWS (SHOWN DASHED). REPLACE WITH NEW DOOR.
F. REMOVE EXISTING WINDOWS (SHOWN DASHED). FILLED WITH NEW WALL.
G. REMOVE THIS PORTION OF EXISTING WALL.
H. REMOVE (E) KITCHEN UPPER & LOWER CABINET, COUNTERTOP, FAUCET, STOVE, REFRIGERATOR. DISHWASHER, DISPOSAL, & OVEN, CAP & SALVAGE (E) PLUMBING & GAS LINE FOR NEW APPLIANCES, SEE PROPOSED FLOOR PLAN FOR NEW LOCATION.
I. REMOVE PLUMBING FIXTURE AND ACCESSORIES. CAP PLUMBING LINES BEHIND WALLS/UNDER FLOOR.
J. REMOVE ATTIC ACCESS (SHOWN DASHED).
K. REMOVE WATER HEATER (SHOWN DASHED).
L. REMOVE AIR CONDITIONER.
M. REMOVE EXISTING POST. SEE S.S.D.
N. REMOVE EXISTING STEP.
O. REMOVE DECK (SHOWN DASHED).
P. (E) SKYLIGHT TO REMAIN.
Q. (E) CRAWL SPACE ACCESS TO REMAIN.

new sheet notes

##

1. NEW RELOCATED WASHER. PROVIDE POWER
2. PROVIDE WATER HAMMER ARRESTORS AT ALL APPLIANCES THAT HAVE QUICK-ACTING VALVES (I.E. DISHWASHER HOT WATER LINE AND THE HOT/COLD WATER LINES FOR THE CLOTHES WASHER.) 2022CPC 609.10
3. PROVIDE NEW DISHWASHER. PROVIDE POWER AND PLUMBING. ON THE DISCHARGE SIDE OF THE DISHWASHER PROVIDE A LISTED AIR GAP FITTING. LISTED AIR GAPS SHALL BE INSTALLED WITH THE FLOOD LEVEL MARKING AT OR ABOVE THE FLOOD LEVEL OF THE SINK OR DRAIN BOARD WHICHEVER IS HIGHER PER CPC SECTION 807.3
4. INSTALLATION OF A DEDICATED FUEL SHUT OFF VALVE SHALL BE WITHIN 6'-0" OF THE GAS APPLIANCE IT SERVES. CPC 230.79. EARTHQUAKE-ACTUATED GAS SHUTOFF VALVES DESIGNED TO AUTOMATICALLY SHUT OFF THE GAS AT THE LOCATION OF THE VALVE IN THE EVENT OF A SEISMIC DISTURBANCE AND CERTIFIED BY THE STATED ARCHITECT AS CONFORMING TO CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 12, CHAPTER 12 -E16 -E1. SHALL BE INSTALLED IN ALL NEW BUILDINGS AND IN EXISTING BUILDINGS THAT UNDERGO ALTERATIONS OR ADDITIONS THAT EXCEED $10,000.
5. PROVIDE NEW GAS COOKING RANGE (PROVIDE POWER) WITH NEW EXHAUST HOOD (PROVIDE POWER) WITH A MIN. VENTILATION EXHAUST RATE OF 100 CFM. HOUSEHOLD COOKING APPLIANCES SHALL HAVE A VERTICAL CLEARANCE ABOVE THE COOKING TOP OF NOT LESS THAN THIRTY - 30" INCHES TO COMBUSTIBLE MATERIAL OR METAL CABINETS. EXCEPT WHERE 24 INCHES IS ALLOWED PER CODE OR MANUFACTURER'S SPECIFICATION. CMC 920.3.2.
6. RANGE HOODS SHALL BE PERMITTED TO BE CORD-AND-PLUG-CONNECTED WITH A FLEXIBLE COURT IDENTIFIED AS SUITABLE FOR USE ON RANGE HOODS IN THE INSTALLATION INSTRUCTIONS OF THE APPLIANCE MANUFACTURER, WHERE ALL THE FOLLOWING CONDITIONS ARE MET: THE FLEXIBLE CORD IS TERMINATED WITH A GROUNDING-TYPE ATTACHMENT PLUG. THE LENGTH OF THE CORD IS 18 INCHES TO 4 FEET. RECEPTACLES ARE LOCATED TO PROTECT AGAINST PHYSICAL DAMAGE TO THE FLEXIBLE CORD. THE RECEPTACLES IS ACCESSIBLE. THE RECEPTACLE IS SUPPLIED BY AN INDIVIDUAL BRANCH CIRCUIT.
7. IF OCCURS ELECTRIC STOVES AND OVENS SHALL BE SUPPLIED WITH 40- OR 50-AMP BRANCH CIRCUIT.
8. PROVIDE NEW SINK WITH CALGREEN COMPLIANT FAUCET WITH NEW GARBAGE DISPOSAL (PROVIDE POWER).
9. NEW REFRIGERATOR/ICE MAKER/WINE COOLER (PROVIDE POWER AND ICE MAKER OUTLET BOX AND CONNECT).
10. NEW SOLID COUNTER TOP WITH UPPER AND LOWER CABINETS.
11. COUNTERTOP AND WHERE THE COUNTERTOP DOES NOT EXTEND MORE THAN 6 INCHES BEYOND ITS BASE.
12. NEW SOLID SURFACE COUNTER KITCHEN ISLAND AND BAR COUNTER WITH BASE CABINET.
13. COMBINATION TYPE ARC-FAULT CIRCUIT INTERRUPTER SHALL PROTECT ALL RECEPTACLES IN ALL BEDROOMS, DINING ROOMS, LIVING ROOMS, PARLORS, LIBRARIES, DENS SUNROOMS, RECREATION ROOMS, CLOSETS, KITCHENS, LAUNDRY AREAS, HALLWAYS OR SIMILAR ROOMS OR AREAS WITH BRANCH CIRCUITS THAT SUPPLY 125 VOLT, SINGLE-PHASE, 15 AND 20-AMPERE RECEPTACLE OUTLETS, AND BE READILY ACCESSIBLE. 2022 CEC SECTION 210.12
14. TWO 20-AMP GFCI PROTECTED CIRCUITS WILL BE PROVIDED IN THE KITCHEN COUNTER AND ISLAND OUTLETS AND SHALL COMPLY WITH ART. 210.52 (C) (5) EXCEPTION TO (5) CEC 2022
15. LIGHTING INTEGRAL TO EXHAUST FANS SHALL BE CONTROLLED SEPARATELY FROM THE EXHAUST FANS. 150.0 (K) 2B. LIGHTING SHALL HAVE VACANCY SENSOR. EXHAUST FAN SHALL BE 50 CFM MIN.
16. PROVIDE WATER CLOSETS TO BE MAX. 1.28 GAL. PER FLUSH.
17. SHOWER/TUB W/ FULL HEIGHT TILE WALLS & TEMPERED GLASS ENCLOSURE. USE BITUTHANE 4,000 WATERPROOFING MEMBRANE OVER 1/2" WONDER BOARD & WALLS, CEILING, & FLOOR.
18. NEW SOLID SURFACE (NON-SLIP RESISTANT) SHOWER PAN AND WALLS
19. PROVIDE SHOWER FINISHED TO 72" ABOVE DRAIN. PROVIDE PRESSURE OR THERMOSTATIC MIXING VALVE @ SHOWER AND JACUZZI/TUB, WHICH LIMITS WATER TEMPERATURE TO 120°F. SHOWER HEAD SHALL NOT EXCEED 1.8 GALLONS PER MINUTE AT 60 PSI.
20. NEW SINK AND FAUCET. PROVIDE FAUCET TO BE MAX 1.2 GMP AT 60 PSI METERING FAUCETS SHALL NOT EXCEED 0.2 GALLONS PER METERING CYCLE.
21. WINDOW MODIFICATIONS: REPLACEMENT AND NEW WINDOWS. SHALL HAVE A U-FACTOR EQUAL TO 0.30
22. PROVIDE NEW COMBO UNIT SMOKE DETECTOR AND CARBON MONOXIDE DETECTOR W/BATTERY BACK-UP IN HALLWAY.
23. PROVIDE NEW 24" X 48" FLAT PROFILE SKYLIGHT.
24. PROVIDE NEW TANKLESS WATER HEATER.
25. NEW MIN. 30"x24" ATTIC ACCESS
26. NEW PREFABRICATED STAIRS.
27. NEW P.T. POSTS ON CONC. BASE 2" ABOVE FINISHED GRADE (TYP.)
28. NEW DECKING OVER FRAMING. S.S.D. FOR FRAMING DETAILS.
29. NEW AIR CONDITIONER.

KITCHEN GENERAL NOTES (2022 CBC REQUIREMENTS):

WATER CONSERVING PLUMBING FIXTURES REQUIREMENTS:
- KITCHEN FAUCETS SHALL HAVE A MAXIMUM FLOW RATE OF 1.8 GALLONS PER MINUTE. FLOW MAY TEMPORARILY INCREASE TO 2.2 GALLONS PER MINUTE, BUT MUST DEFAULT TO A MAXIMUM OF 1.8 GALLONS PER MINUTE [CG85C 4.303.1.4.4]
- PRIOR TO FINAL INSPECTION ALL NON-COMPLIANT PLUMBING FIXTURES SHALL BE UPGRADED WITH WATER-CONSERVING FIXTURES AS REQUIRED BY CIVIL CODE 1101.1. A COMPLETED AND SIGNED CERTIFICATE OF COMPLIANCE SHALL BE PROVIDED TO THE BUILDING INSPECTOR..

ELECTRICAL REQUIREMENTS:
- RECEPTACLE OUTLETS SHALL BE INSTALLED SO THAT NO POINT ALONG THE WALL COUNTERTOP OR WORK SURFACE IS MORE THAN 24 INCHES FROM A RECEPTACLE IN THAT SPACE. [CEC 210.52(C)(1)]
- RECEPTACLE OUTLETS SHALL BE INSTALLED AT EACH KITCHEN COUNTERTOP AND WORK SURFACE THAT IS 12 INCHES OR WIDER. [CEC 210.52(C)(1)]
- AT LEAST ONE RECEPTACLE OUTLET SHALL BE INSTALLED AT EACH ISLAND OR PENINSULAR COUNTER SPACE WITH A LONG DIMENSION OF 24 INCHES OR GREATER AND A SHORT DIMENSION OF 12 INCHES OR GREATER. [CEC 210-52(C)(2) AND 210.52(C)(3)]
- ALL ELECTRICAL OUTLETS SERVING KITCHEN COUNTERTOPS AND DISHWASHERS SHALL BE GFCI PROTECTED. GROUND FAULT CIRCUIT INTERRUPTERS SHALL BE LOCATED IN A READILY ACCESSIBLE LOCATION. [CEC 210.8(A)(D)]
- AT LEAST TWO SEPARATE 20-AMPERE BRANCH CIRCUITS SHALL BE PROVIDED FOR SMALL KITCHEN APPLIANCES. THESE CIRCUITS ARE LIMITED TO SUPPLYING WALL AND COUNTER SPACE OUTLETS ONLY AND CANNOT SERVE DISHWASHER, MICROWAVE, RANGE HOOD, GARBAGE DISPOSAL, ETC. [CEC 210.11(C)(1) AND 210.52(B)(3)]
- ALL ADDED/REPLACED RECEPTACLES SHALL BE LISTED TAMPER-RESISTANT RECEPTACLES AND SHALL BE ARC FAULT PROTECTED. [CEC 406.12]

2022 BATHROOM REMODEL REQUIREMENTS:

1. PROVIDE WATERPROOFED MATERIAL AT SHOWER WALLS.
2. ALL RECEPTACLES SHALL BE GFCI PROTECTED AND CONNECTED TO A DEDICATED 15 AND 20 AMPS CIRCUIT . ÂCEC 210.8 .Â
3. ALL HARDWIRED LIGHTING SHALL BE HIGH EFFICACY. . ÂCA ENERGY EFF. STANDARDS, SECTION 150(k))
4. EXHAUST FANS ARE REQUIRED IN ALL BATHROOMS, EVEN IF AN OPERABLE WINDOW IS INSTALLED. CRC 303.3\.
5. EXHAUST FANS AND LIGHTING SHALL HAVE SEPARATE CONTROL SWITCHES. (EVEN IF A COMBINATION UNIT IS INSTALLED). THE EXHAUST FAN MAY NEED TO BE SUPPLIED BY A GFCI PROTECTED CIRCUIT BASED ON THE MANUFACTURER'S FS REQUIREMENTS. CEC 150.0 (K) (2B)
6. EXHAUST FANS SHALL TERMINATE A MINIMUM OF 3'F FROM PROPERTY LINE AND 3'F FROM OPENINGS INTO A BUILDING. (CMC 502.2.1)
7. EXHAUST FANS AT SHOWER SHALL BE LISTED FOR WET LOCATION AND SHALL BE GFCI PROTECTED. CSC 210.8
8. SHOWER ENCLOSURE DOORS SHALL OPEN OUTWARD AND MAINTAIN 22"H CLEARANCE CPC 408.5
9. SHOWER COMPARTMENT SHALL BE A MINIMUM 1,024 SQUARE INCHES ENCOMPASSING A 30"H CIRCLE. CPC 408.6
10. WATER CLOSETS (MAXIMUM 1.28 GPM. .Â SHALL BE CLEAR 30 INCHES WIDE 15 INCHES ON CENTER) AND 24 INCHES IN FRONT. CPC 402.5
11. SHOWER HEADS (MAXIMUM 1.8 GPM CPC 408.2 & FAUCETS (MAXIMUM 1.2 GPM CPC 407.2)
12. BATHTUB/WHIRLPOOLS AND SHOWER VALVES SHALL BE APPROVED PRESSURE-BALANCED OR THERMOSTATIC MIXING TYPE ADJUSTED TO A MAXIMUM OF 120 DEGREES. CPC 408.3

LIGHTING REQUIREMENTS:
- ALL INSTALLED LUMINAIRES SHALL BE HIGH EFFICACY. [CENC 150.0 TABLE 150.0-A]
- UNDER CABINET LIGHTING SHALL BE CONTROLLED SEPARATELY FROM CEILING INSTALLED LIGHTING SUCH THAT ONE CAN BE TURNED ON WITHOUT THE OTHER. [CENC 150.0(J)2)(K)]
- LUMINAIRES RECESSED INTO INSULATED CEILINGS:
  (A) SHALL BE LISTED FOR ZERO CLEARANCE INSULATION COVER (IC RATED);
  (B) SHALL INCLUDE A LABEL CERTIFYING AIR TIGHT (AT) WITH AIR LEAKAGE LESS THAN 2.0 CFM AT 75 PASCALS;
  (C) SHALL BE SEALED WITH A GASKET OR CAULK BETWEEN THE LUMINARY HOUSING AND CEILING;
  (D) IF RECESSED LIGHTS ARE EQUIPPED WITH BALLASTS, SHALL ALLOW BALLAST MAINTENANCE AND REPLACEMENT WITHOUT REQUIRING CUTTING OF HOLES IN THE CEILING; AND
  (E) SHALL NOT CONTAIN SCREW BASE SOCKETS. [CEES SEC.150(K)1\2].

SMOKE AND CARBON MONOXIDE DETECTOR
WHEN ALTERATIONS,REPAIRS OR ADDITIONS REQUIRING A PERMIT OCCUR, THE INDIVIDUAL DWELLING UNIT SHALL BE EQUIPPED WITH SMOKE ALARMS LOCATED AS REQUIRED FOR NEW DWELLINGS. [R314.4.2.2]

SMOKE ALARMS: DWELLINGS ARE TO BE EQUIPPED WITH SMOKE ALARMS INSTALLED IN THE FOLLOWING LOCATIONS: [CRC 314.4]
- IN EACH EXISTING SLEEPING ROOM.
- OUTSIDE EACH SEPARATE SLEEPING AREA IN THE IMMEDIATE VICINITY OF THE BEDROOMS.
- ON EACH STORY INCLUDING BASEMENTS AND HABITABLE ATTICS, NOT INCLUDING CRAWL SPACES AND UNINHABITABLE ATTICS.
- INSTALLED NOT LESS THAN 3 FEET HORIZONTALLY FROM THE DOOR OR OPENING OF A BATHROOM THAT CONTAINS A BATHTUB OR SHOWER UNLESS THIS WOULD PREVENT PLACEMENT OF A SMOKE ALARM REQUIRED BY CRC R314.3(4).

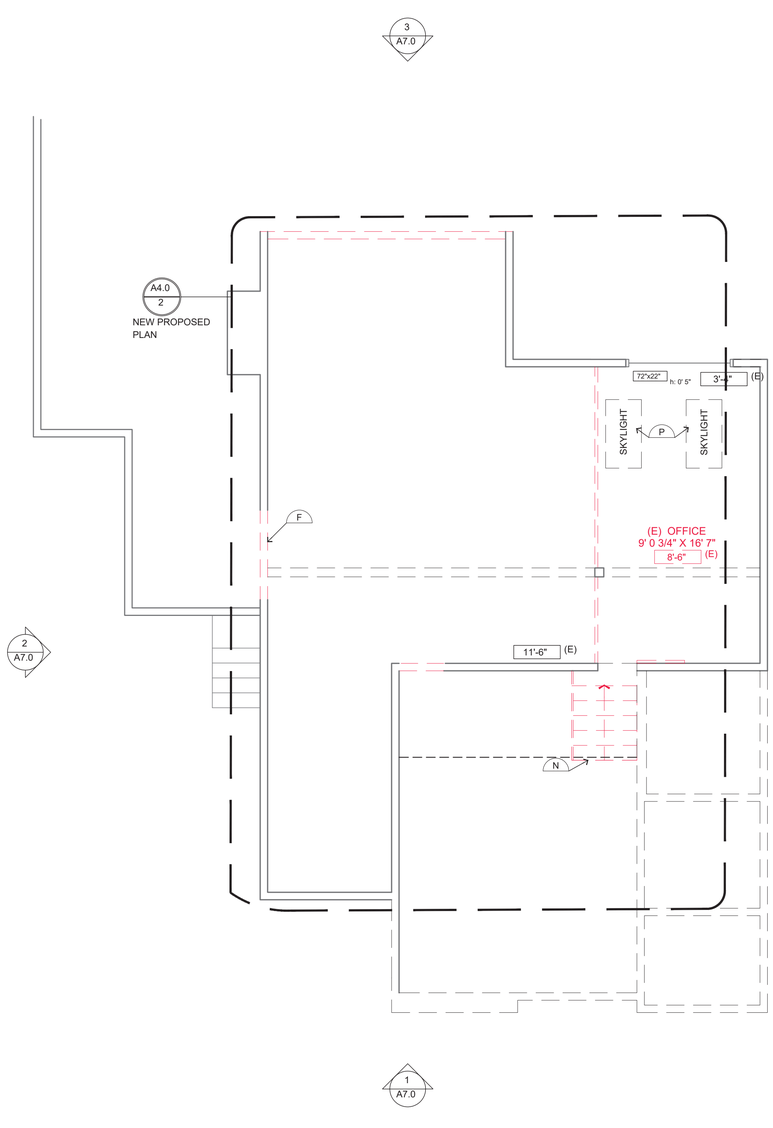
CARBON MONOXIDE ALARMS: DWELLINGS THAT HAVE ATTACHED GARAGES WITH AN OPENING THAT COMMUNICATES WITH THE DWELLING UNIT, OR FUEL BURNING APPLIANCES, OR FIRE PLACE ARE TO BE EQUIPPED WITH CARBON MONOXIDE ALARMS INSTALLED IN THE FOLLOWING LOCATIONS: [CRC 315.3]
- OUTSIDE EACH SEPARATE SLEEPING AREA IN THE IMMEDIATE VICINITY OF THE BEDROOMS.
- ON EVERY OCCUPIABLE LEVEL OF A DWELLING UNIT INCLUDING BASEMENTS.
- WHERE A FUEL-BURNING APPLIANCE IS LOCATED WITHIN A BEDROOM OR ITS ATTACHED BATHROOM, A CARBON MONOXIDE ALARM SHALL BE INSTALLED WITHIN THE BEDROOM.

ALARM INTERCONNECTION AND POWER: SMOKE AND CARBON MONOXIDE ALARMS ARE REQUIRED TO BE INTERCONNECTED SUCH THAT ACTIVATION OF ONE ALARM WILL ACTIVATE ALL OF THE ALARMS AND SHALL RECEIVE THEIR PRIMARY POWER FROM THE BUILDING WIRING. EXCEPTION: WHERE REPAIRS OR ALTERATIONS TO EXISTING BUILDINGS DO NOT RESULT IN THE REMOVAL OF WALL AND CEILING FINISHES AND THERE IS NO ACCESS BY MEANS OF ATTIC, BASEMENT OR CRAWL SPACE. [CRC 314.4 AND §314.6]

VENTILATION REQUIREMENTS:
- TERMINATION OF ALL ENVIRONMENTAL AIR DUCTS SHALL BE AT LEAST 3 FEET FROM PROPERTY LINE AND FROM OPENINGS INTO THE BUILDING, AND 10 FEET FROM A FORCED AIR INLET. [CMC 502.2.1]
- WHOLE-BUILDING VENTILATION: KITCHENS REQUIRE VENTILATION AIR FLOW AT 100 CUBIC FEET PER MINUTE OR MORE FOR INTERMEDIATE SYSTEMS OR 5 AIR CHANGES PER HOUR FOR CONTINUOUS SYSTEMS. [ASHRAE 62.2]

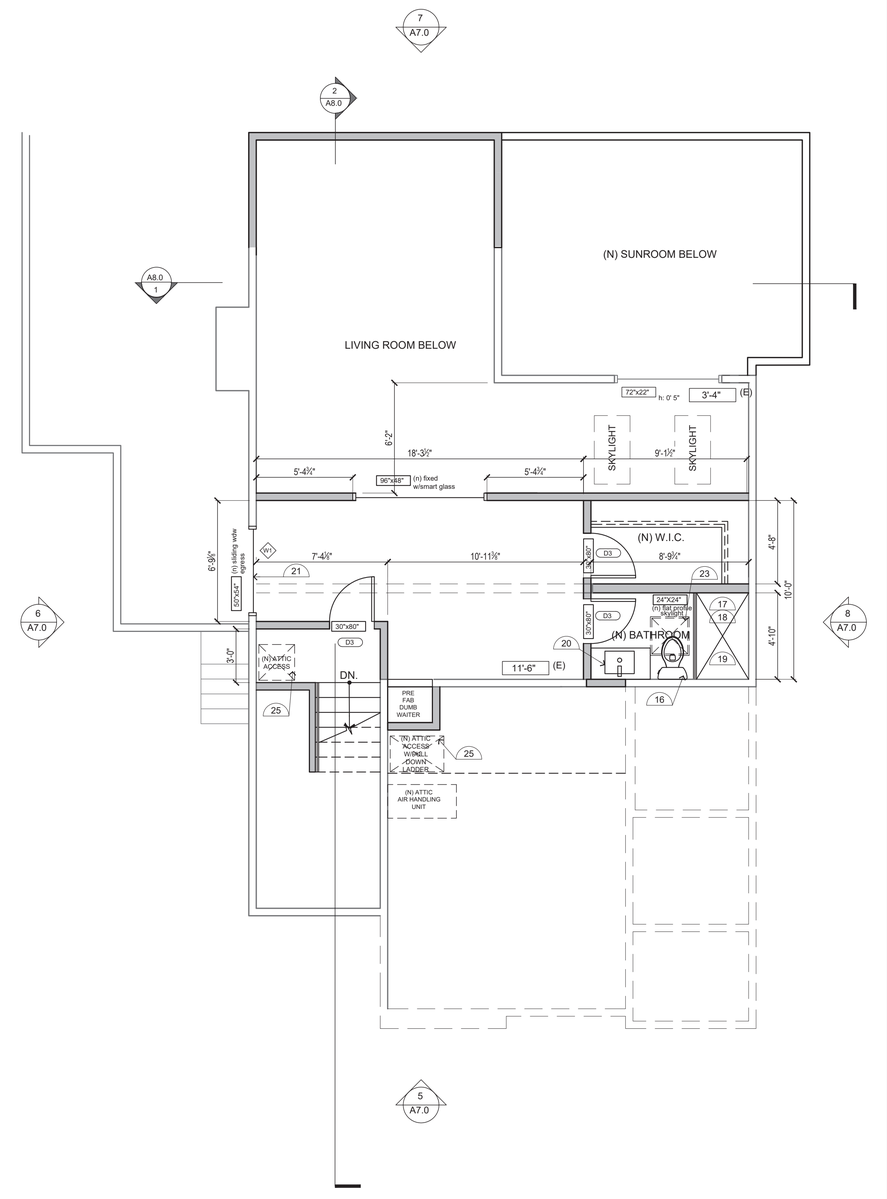
WINDOW MODIFICATIONS: REPLACEMENT AND NEW WINDOWS:
1. SHALL HAVE A U-FACTOR EQUAL TO 0.30 OR LOWER. EXCEPTIONS: REPLACEMENT SKYLIGHTS, OR NEW SKYLIGHTS UP TO 16 SQUARE FEET, MAY HAVE A U-FACTOR OF 0.55, WHEN 75 SQUARE FEET OR LESS OF FENESTRATION IS REPLACED WINDOWS MAY HAVE A U-FACTOR OF 0.40. [CENC 150.2(B) TABLE 150.1-A]
2. FOR WINDOW MODIFICATIONS IN THE HILLSIDE FIRES ZONES 2 AND 3 REFER TO WINDOW AND DOOR CODE COMPLIANCE CHECKLIST

BUILDING ENVELOPE MODIFICATIONS:
EXTERIOR WALL, FLOOR AND ROOF FRAMING SPACES OPENED UP DURING THE COURSE OF REMODEL SHALL BE INSULATED. R-13 (2X4 WALL), R-20 (2X6 WALL), R-19 (FLOOR), AND R-19 (ATTIC/ROOF) INSULATION. [CENC 150.0(A)(C)(D)]



existing and demo third floor plan

SCALE: 1/4" = 1'-0" 1



new proposed third floor plan

SCALE: 1/4" = 1'-0" 2

consultant

consultant

disclaimer
- Do not scale or measure plan set.
- All vendors shall measure as builts/current framing conditions prior to casework/cabinet fabrication

general notes
1. This sheet is part of a set and is not to be used alone.
2. This sheet is not to be used for construction unless the designer's signature appear on drawings and status box indicates drawings have been released for construction.
3. These plans and prints thereof, as instruments of service, are owned by the designer and are for use on this project only. Reproduction and/or distribution without the prior written consent of the designer is forbidden.
4. Copyright Slodesign, 2025

Ken MacDonald's Residence 1

Application PD-25-002

Remodeling & Addition

130 Vasona Oaks Dr, Los Gatos, CA 95032

revision history

#	description	date
1		
2		
3		
4		
5		

drawing release status

	date
client review	
plan check	
bidding	
construction	

date	4.19.2024
proj num	
proj mgr	
proj arch	
scale	AS NOTED

EXISTING AND DEMO AND NEW PROPOSED THIRD FLOOR PLANS

sheet number A4.0

legend

(E) STUD WALL TO REMAIN

(N) 2x STUD WALL - EXTERIOR WALL TO RECEIVE 2X6 WITH R-13 BATT. INSULATION SEE TITLE 24 FOR MORE INFO.

EXTERIOR ELEVATION REFERENCE TAG
- DETAIL NUMBER
- SHEET NUMBER

new sheet notes

1. NEW RELOCATED WASHER, PROVIDE POWER
2. PROVIDE WATER HAMMER ARRESTORS AT ALL APPLIANCES THAT HAVE QUICK-ACTING VALVES (I.E. DISHWASHER HOT WATER LINE AND THE HOT/COLD WATER LINES FOR THE CLOTHES WASHER.) 2022CPC 609.10
3. PROVIDE NEW DISHWASHER. PROVIDE POWER AND PLUMBING. ON THE DISCHARGE SIDE OF THE DISHWASHER PROVIDE A LISTED AIR GAP FITTING. LISTED AIR GAPS SHALL BE INSTALLED WITH THE FLOOD LEVEL MARKING AT OR ABOVE THE FLOOD LEVEL OF THE SINK OR DRAIN BOARD WHICHEVER IS HIGHER PER CPC SECTION 807.3
4. INSTALLATION OF A DEDICATED FUEL SHUT OFF VALVE SHALL BE WITHIN 6'-0" OF THE GAS APPLIANCE IT SERVES. CPC 230.79. EARTHQUAKE-ACTUATED GAS SHUTOFF VALVES DESIGNED TO AUTOMATICALLY SHUT OFF THE GAS AT THE LOCATION OF THE VALVE IN THE EVENT OF A SEISMIC DISTURBANCE AND CERTIFIED BY THE STATED ARCHITECT AS CONFORMING TO CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 12, CHAPTER 12- E16- E1, SHALL BE INSTALLED IN ALL NEW BUILDINGS AND IN EXISTING BUILDINGS THAT UNDERGO ALTERATIONS OR ADDITIONS THAT EXCEED $10,000.
5. PROVIDE NEW GAS COOKING RANGE (PROVIDE POWER) WITH NEW EXHAUST HOOD (PROVIDE POWER) WITH A MIN. VENTILATION EXHAUST RATE OF 100 CFM. HOUSEHOLD COOKING APPLIANCES SHALL HAVE A VERTICAL CLEARANCE ABOVE THE COOKING TOP OF NOT LESS THAN THIRTY - 30" INCHES TO COMBUSTIBLE MATERIAL OR METAL CABINETS. EXCEPT WHERE 24 INCHES IS ALLOWED PER CODE OR MANUFACTURER'S SPECIFICATION. CMC 920.3.2.
6. RANGE HOODS SHALL BE PERMITTED TO BE CORD-AND-PLUG-CONNECTED WITH A FLEXIBLE COURT IDENTIFIED AS SUITABLE FOR USE ON RANGE HOODS IN THE INSTALLATION INSTRUCTIONS OF THE APPLIANCE MANUFACTURER, WHERE ALL THE FOLLOWING CONDITIONS ARE MET: THE FLEXIBLE CORD IS TERMINATED WITH A GROUNDING-TYPE ATTACHMENT PLUG. THE LENGTH OF THE CORD IS 18 INCHES TO 4 FEET. RECEPTACLES ARE LOCATED TO PROTECT AGAINST PHYSICAL DAMAGE TO THE FLEXIBLE CORD. THE RECEPTACLES IS ACCESSIBLE. THE RECEPTACLE IS SUPPLIED BY AN INDIVIDUAL BRANCH CIRCUIT.
7. IF OCCURS ELECTRIC STOVES AND OVENS SHALL BE SUPPLIED WITH 40- OR 50-AMP BRANCH CIRCUIT.
8. PROVIDE NEW SINK WITH CALGREEN COMPLIANT FAUCET WITH NEW GARBAGE DISPOSAL (PROVIDE POWER).
9. NEW REFRIGERATOR/ICE MAKER/WINE COOLER (PROVIDE POWER AND ICE MAKER OUTLET BOX AND CONNECT).
10. NEW SOLID COUNTER TOP WITH UPPER AND LOWER CABINETS.
11. COUNTERTOP AND WHERE THE COUNTERTOP DOES NOT EXTEND MORE THAN 6 INCHES BEYOND ITS BASE.
12. NEW SOLID SURFACE COUNTER KITCHEN ISLAND AND BAR COUNTER WITH BASE CABINET.
13. COMBINATION TYPE ARC-FAULT CIRCUIT INTERRUPTER SHALL PROTECT ALL RECEPTACLES IN ALL BEDROOMS, DINING ROOMS, LIVING ROOMS, PARLORS, LIBRARIES, DENS, SUNROOMS, RECREATION ROOMS, CLOSETS, KITCHENS, LAUNDRY AREAS, HALLWAYS OR SIMILAR ROOMS OR AREAS WITH BRANCH CIRCUITS THAT SUPPLY 125 VOLT, SINGLE-PHASE, 15 AND 20-AMPERE RECEPTACLE OUTLETS. AND BE READILY ACCESSIBLE. 2022 CEC SECTION 210.12
14. TWO 20-AMP GFCI PROTECTED CIRCUITS WILL BE PROVIDED IN THE KITCHEN COUNTER AND ISLAND OUTLETS AND SHALL COMPLY WITH ART. 210.52 (C) (5) EXCEPTION TO (5) CEC 2022
15. LIGHTING INTEGRAL TO EXHAUST FANS SHALL BE CONTROLLED SEPARATELY FROM THE EXHAUST FANS. 150.0 (K) 2B. LIGHTING SHALL HAVE VACANCY SENSOR. EXHAUST FAN SHALL BE 50 CFM MIN.
16. PROVIDE WATER CLOSETS TO BE MAX. 1.28 GAL. PER FLUSH.
17. SHOWER/TUB W/ FULL HEIGHT TILE WALLS & TEMPERED GLASS ENCLOSURE. USE BITUTHANE 4,000 WATERPROOFING MEMBRANE OVER 1/2" WONDER BOARD & WALLS, CEILING, & FLOOR.
18. NEW SOLID SURFACE (NON-SLIP RESISTANT) SHOWER PAN AND WALLS
19. PROVIDE SHOWER FINISHED TO 72" ABOVE DRAIN. PROVIDE PRESSURE OR THERMOSTATIC MIXING VALVE @ SHOWER AND JACUZZI/TUB, WHICH LIMITS WATER TEMPERATURE TO 120°F. SHOWER HEAD SHALL NOT EXCEED 1.8 GALLONS PER MIN./TE AT 60 PSI.
20. NEW SINK AND FAUCET. PROVIDE FAUCET TO BE MAX 1.2 CMP AT 60 PSI.METERING FAUCETS SHALL NOT EXCEED 0.2 GALLONS PER METERING CYCLE.
21. WINDOW MODIFICATIONS: REPLACEMENT AND NEW WINDOWS SHALL HAVE A U-FACTOR EQUAL TO 0.30
22. PROVIDE NEW COMBO UNIT SMOKE DETECTOR AND CARBON MONOXIDE DETECTOR W/BATTERY BACK-UP IN HALLWAY.
23. PROVIDE NEW 24" X 48" FLAT PROFILE SKYLIGHT.
24. PROVIDE NEW TANKLESS WATER HEATER.
25. NEW MIN. 30"x24" ATTIC ACCESS
26. NEW PREFABRICATED STAIRS.
27. NEW 9" P.T. POSTS ON CONC. BASE 2' ABOVE FINISHED GRADE (TYP.)
28. NEW DECKING OVER FRAMING. S.S.D. FOR FRAMING DETAILS.
29. NEW AIR CONDITIONER.

electrical legend

	LED WALL HUNG LIGHT FIXTURE BATHROOM
	4" LED RECESSED LIGHT FIXTURE
	BATHROOM EXHAUST FAN W/ LED LIGHT AND MOISTURE CONTROL
	(E) SMOKE AND CARBON MONOXIDE DETECTOR
S	SWITCH @ 48" U.F.F.
S(V)	VACANCY SENSOR SWITCH @ 48" A.F.F.
	DUPLEX OUTLET @ 12" A.F.F. / 32"-36" A.F.F. AT COUNTER.
G.F.I.	G.F.I. OUTLET @ 32" - 36" A.F.F.
	GAS STUB
	LED RECESSED LIGHT FIXTURE WITH WATER PROOF LENS
	LED PENDANT LIGHT FIXTURE KITCHEN
240V	240V G.F.I. OUTLET @ 32" - 36" A.F.F.
	EXTERIOR LED LIGHT FIXTURE WITH OCCUPANT SENSOR

KITCHEN GENERAL NOTES (2022 CBC REQUIREMENTS):

WATER CONSERVING PLUMBING FIXTURES REQUIREMENTS:
- KITCHEN FAUCETS SHALL HAVE A MAXIMUM FLOW RATE OF 1.8 GALLONS PER MINUTE, FLOW MAY TEMPORARILY INCREASE TO 2.2 GALLONS PER MINUTE, BUT MUST DEFAULT TO A MAXIMUM OF 1.8 GALLONS PER MINUTE [CG8SC 4.303.1.4.4]
- PRIOR TO FINAL INSPECTION ALL NON-COMPLIANT PLUMBING FIXTURES SHALL BE UPGRADED WITH WATER-CONSERVING FIXTURES AS REQUIRED BY CIVIL CODE 1101.1. A COMPLETED AND SIGNED CERTIFICATE OF COMPLIANCE SHALL BE PROVIDED TO THE BUILDING INSPECTOR.

ELECTRICAL REQUIREMENTS:
- RECEPTACLE OUTLETS SHALL BE INSTALLED SO THAT NO POINT ALONG THE WALL COUNTERTOP OR WORK SURFACE IS MORE THAN 24 INCHES FROM A RECEPTACLE IN THAT SPACE. [CEC 210.52(C)(1)]
- RECEPTACLE OUTLETS SHALL BE INSTALLED AT EACH KITCHEN COUNTERTOP AND WORK SURFACE THAT IS 12 INCHES OR WIDER. [CEC 210.52(C)(1)]
- AT LEAST ONE RECEPTACLE OUTLET SHALL BE INSTALLED AT EACH ISLAND OR PENINSULAR COUNTER SPACE WITH A LONG DIMENSION OF 24 INCHES OR GREATER AND A SHORT DIMENSION OF 12 INCHES OR GREATER. [CEC 210-52(C)(2) AND 210.52(C)(3)]
- ALL ELECTRICAL OUTLETS SERVING KITCHEN COUNTERTOPS AND DISHWASHERS SHALL BE GFCI PROTECTED. GROUND FAULT CIRCUIT INTERRUPTERS SHALL BE LOCATED IN A READILY ACCESSIBLE LOCATION. [CEC 210.8(A)(D)]
- AT LEAST TWO SEPARATE 20-AMPERE BRANCH CIRCUITS SHALL BE PROVIDED FOR SMALL KITCHEN APPLIANCES. THESE CIRCUITS ARE LIMITED TO SUPPLYING WALL AND COUNTER SPACE OUTLETS ONLY AND CANNOT SERVE DISHWASHER, MICROWAVE, RANGE HOOD, GARBAGE DISPOSAL, ETC. [CEC 210.11(C)(1) AND 210.52(B)(3)]
- ALL ADDED/REPLACED RECEPTACLES SHALL BE LISTED TAMPER-RESISTANT RECEPTACLES AND SHALL BE ARC FAULT PROTECTED. [CEC 406.12]

2022 BATHROOM REMODEL REQUIREMENTS:

1. PROVIDE WATERPROOFED MATERIAL AT SHOWER WALLS.
2. ALL RECEPTACLES SHALL BE GFCI PROTECTED AND CONNECTED TO A DEDICATED 15 AND 20 AMPS CIRCUIT . ÂCEC 210.8 : Â
3. ALL HARDWIRED LIGHTING SHALL BE HIGH EFFICACY. . ÂCA ENERGY EFF. STANDARDS, SECTION 150(k))
4. EXHAUST FANS ARE REQUIRED IN ALL BATHROOMS, EVEN IF AN OPERABLE WINDOW IS INSTALLED, CRC 303.3.),
5. EXHAUST FANS AND LIGHTING SHALL HAVE SEPARATE CONTROL SWITCHES. (EVEN IF A COMBINATION UNIT IS INSTALLED). THE EXHAUST FAN MAY NEED TO BE SUPPLIED BY A GFCI PROTECTED CIRCUIT BASED ON THE MANUFACTURER'S FS REQUIREMENTS. CEC 150.0 (K)2B)
6. EXHAUST FANS SHALL TERMINATE A MINIMUM OF 3'-0" FROM PROPERTY LINE AND 3'-0" FROM OPENINGS INTO A BUILDING. (CMC 502.2.1)
7. EXHAUST FANS AT SHOWER SHALL BE LISTED FOR WET LOCATION AND SHALL BE GFCI PROTECTED. CEC 210.8
8. SHOWER ENCLOSURE DOORS SHALL OPEN OUTWARD AND MAINTAIN 22"H CLEARANCE CPC 408.5
9. SHOWER COMPARTMENT SHALL BE A MINIMUM 1,024 SQUARE INCHES ENCOMPASSING A 30"H CIRCLE. CPC 408.6
10. WATER CLOSETS (MAXIMUM 1.28 GPM: Â SHALL BE CLEAR 30 INCHES WIDE 15 INCHES ON CENTER) AND 24 INCHES IN FRONT. CPC 402.5
11. SHOWER HEADS (MAXIMUM 1.8 GPM CPC 408.2 & FAUCETS (MAXIMUM 1.2 GPM CPC 407.2]
12. BATHTUB/WHIRLPOOLS AND SHOWER VALVES SHALL BE APPROVED PRESSURE-BALANCED OR THERMOSTATIC MIXING TYPE ADJUSTED TO A MAXIMUM OF 120 DEGREES. CPC 408.3

LIGHTING REQUIREMENTS:
- ALL INSTALLED LUMINAIRES SHALL BE HIGH EFFICACY. [CENC 150.0 TABLE 150.0-A]
- UNDER CABINET LIGHTING SHALL BE CONTROLLED SEPARATELY FROM CEILING INSTALLED LIGHTING SUCH THAT ONE CAN BE TURNED ON WITHOUT THE OTHER. [CENC 150.0(Z)(K)]
- LUMINARIES RECESSED INTO INSULATED CEILINGS:
  (A) SHALL BE LISTED FOR ZERO CLEARANCE INSULATION COVER (IC RATED);
  (B) SHALL INCLUDE A LABEL CERTIFYING AIR TIGHT (AT) WITH AIR LEAKAGE LESS THAN 2.0 CFM AT 75 PASCALS;
  (C) SHALL BE SEALED WITH A GASKET OR CAULK BETWEEN THE LUMINARY HOUSING AND CEILING;
  (D) IF RECESSED LIGHTS ARE EQUIPPED WITH BALLASTS, SHALL ALLOW BALLAST MAINTENANCE AND REPLACEMENT WITHOUT REQUIRING CUTTING OF HOLES IN THE CEILING; AND
  (E) SHALL NOT CONTAIN SCREW BASE SOCKETS. [CEES SEC.150(K)12].

SMOKE AND CARBON MONOXIDE DETECTOR
WHEN ALTERATIONS,REPAIRS OR ADDITIONS REQUIRING A PERMIT OCCUR, THE INDIVIDUAL DWELLING UNIT SHALL BE EQUIPPED WITH SMOKE ALARMS LOCATED AS REQUIRED FOR NEW DWELLINGS. [R314.2.2]

SMOKE ALARMS: DWELLINGS ARE TO BE EQUIPPED WITH SMOKE ALARMS INSTALLED IN THE FOLLOWING LOCATIONS: [CRC 314.4]
- IN EACH EXISTING SLEEPING ROOM.
- OUTSIDE EACH SEPARATE SLEEPING AREA IN THE IMMEDIATE VICINITY OF THE BEDROOMS.
- ON EACH STORY INCLUDING BASEMENTS AND HABITABLE ATTICS, NOT INCLUDING CRAWL SPACES AND UNINHABITABLE ATTICS.
- INSTALLED NOT LESS THAN 3 FEET HORIZONTALLY FROM THE DOOR OR OPENING OF A BATHROOM THAT CONTAINS A BATHTUB OR SHOWER UNLESS THIS WOULD PREVENT PLACEMENT OF A SMOKE ALARM REQUIRED BY CRC R314.3(4).

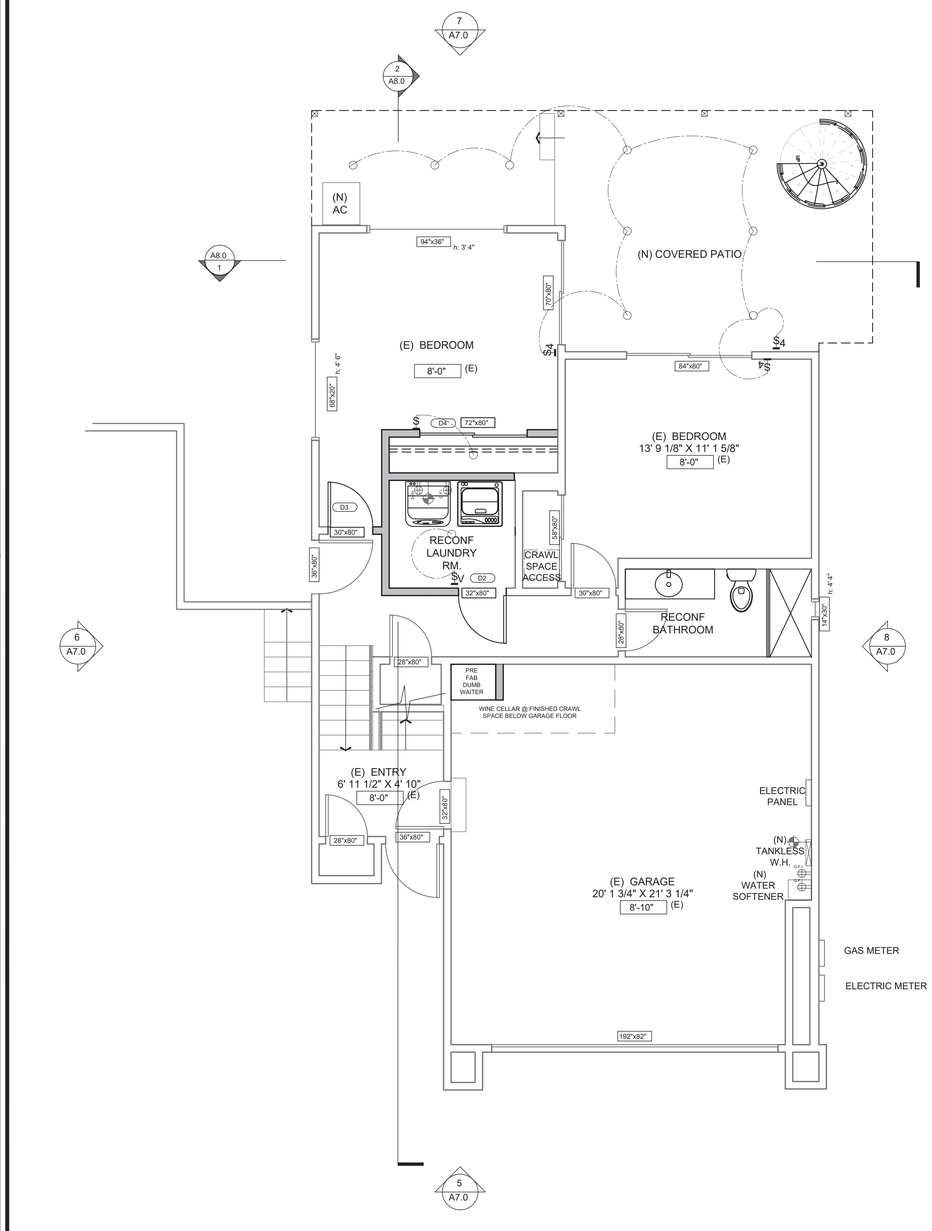
CARBON MONOXIDE ALARMS: DWELLINGS THAT HAVE ATTACHED GARAGES WITH AN OPENING THAT COMMUNICATES WITH THE DWELLING UNIT, OR FUEL BURNING APPLIANCES, OR FIRE PLACE ARE TO BE EQUIPPED WITH CARBON MONOXIDE ALARMS INSTALLED IN THE FOLLOWING LOCATIONS: [CRC 315.3]
- OUTSIDE EACH SEPARATE SLEEPING AREA IN THE IMMEDIATE VICINITY OF THE BEDROOMS.
- ON EVERY OCCUPIABLE LEVEL OF A DWELLING UNIT INCLUDING BASEMENTS.
- WHERE A FUEL-BURNING APPLIANCE IS LOCATED WITHIN A BEDROOM OR ITS ATTACHED BATHROOM. A CARBON MONOXIDE ALARM SHALL BE INSTALLED WITHIN THE BEDROOM.

ALARM INTERCONNECTION AND POWER: SMOKE AND CARBON MONOXIDE ALARMS ARE REQUIRED TO BE INTERCONNECTED SUCH THAT ACTIVATION OF ONE ALARM WILL ACTIVATE ALL OF THE ALARMS AND SHALL RECEIVE THEIR PRIMARY POWER FROM THE BUILDING WIRING. EXCEPTION: WHERE REPAIRS OR ALTERATIONS TO EXISTING BUILDINGS DO NOT RESULT IN THE REMOVAL OF WALL AND CEILING FINISHES AND THERE IS NO ACCESS BY MEANS OF ATTIC, BASEMENT OR CRAWL SPACE. [CRC 314.4 AND §314.6]

VENTILATION REQUIREMENTS:
- TERMINATION OF ALL ENVIRONMENTAL AIR DUCTS SHALL BE AT LEAST 3 FEET FROM PROPERTY LINE AND FROM OPENINGS INTO THE BUILDING, AND 10 FEET FROM A FORCED AIR INLET. [CMC 502.2.1]
- WHOLE-BUILDING VENTILATION: KITCHENS REQUIRE VENTILATION AIR FLOW AT 100 CUBIC FEET PER MINUTE OR MORE FOR INTERMEDIATE SYSTEMS OR 5 AIR CHANGES PER HOUR FOR CONTINUOUS SYSTEMS. [ASHRAE 62.2]

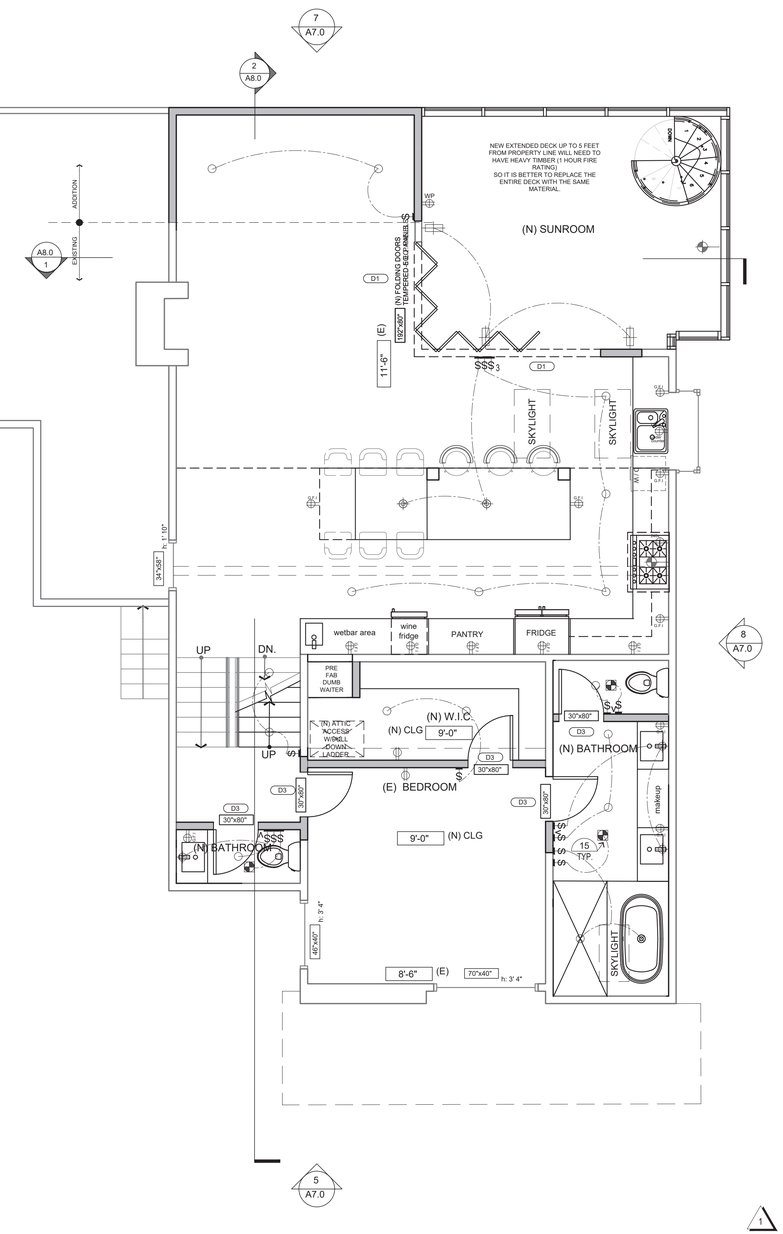
WINDOW MODIFICATIONS: REPLACEMENT AND NEW WINDOWS:
1. SHALL HAVE A U-FACTOR EQUAL TO 0.30 OR LOWER. EXCEPTIONS: REPLACEMENT SKYLIGHTS, OR NEW SKYLIGHTS UP TO 16 SQUARE FEET, MAY HAVE A U-FACTOR OF 0.55. WHEN 75 SQUARE FEET OR LESS OF FENESTRATION IS REPLACED WINDOWS MAY HAVE A U-FACTOR OF 0.40. [CENC 150.2(B) TABLE 150.1-A]
2. FOR WINDOW MODIFICATIONS IN THE HILLSIDE FIRES ZONES 2 AND 3 REFER TO WINDOW AND DOOR CODE COMPLIANCE CHECKLIST

BUILDING ENVELOPE MODIFICATIONS:
EXTERIOR WALL, FLOOR AND ROOF FRAMING SPACES OPENED UP DURING THE COURSE OF REMODEL SHALL BE INSULATED. R-13 (2X4 WALL), R-20 (2X6 WALL), R-19 (FLOOR), AND R-19 (ATTIC/ROOF) INSULATION. [CENC 150.0(A)(C)(D)]



new proposed first floor plan

SCALE: 1/4" = 1'-0" 1



new proposed second floor plan

SCALE: 1/4" = 1'-0" 2

consultant

consultant

disclaimer
- Do not scale or measure plan set.
- All vendors shall measure as builts/current framing conditions prior to casework/cabinet fabrication

general notes
1. This sheet is part of a set and is not to be used alone.
2. This sheet is not to be used for construction unless the designer's signature appear on drawings and status box indicates drawings have been released for construction.
3. These plans and prints thereof, as instruments of service, are owned by the designer and are for use on this project only. Reproduction and/or distribution without the prior written consent of the designer is forbidden.
4. Copyright Slodesign, 2025

Ken MacDonald's Residence 1

Application PD-25-002

Remodeling & Addition

130 Vasona Oaks Dr, Los Gatos, CA 95032

revision history

#	description	date
1		
2		
3		
4		
5		

drawing release status

	date
client review	
plan check	
bidding	
construction	

date 4.19.2024

proj num

proj mgr

proj arch

scale AS NOTED

NEW PROPOSED FIRST AND SECOND FLOOR PLANS

sheet number A5.0

legend

(E) STUD WALL TO REMAIN

(N) 2x STUD WALL - EXTERIOR WALL TO RECEIVE 2X6 WITH R-13 BATT. INSULATION SEE TITLE 24 FOR MORE INFO.

EXTERIOR ELEVATION REFERENCE TAG
- DETAIL NUMBER
- SHEET NUMBER

new sheet notes

1. NEW RELOCATED WASHER. PROVIDE POWER
2. PROVIDE WATER HAMMER ARRESTORS AT ALL APPLIANCES THAT HAVE QUICK-ACTING VALVES (I.E. DISHWASHER HOT WATER LINE AND THE HOT/COLD WATER LINES FOR THE CLOTHES WASHER.) 2022CPC 609.10
3. PROVIDE NEW DISHWASHER. PROVIDE POWER AND PLUMBING. ON THE DISCHARGE SIDE OF THE DISHWASHER PROVIDE A LISTED AIR GAP FITTING. LISTED AIR GAPS SHALL BE INSTALLED WITH THE FLOOD LEVEL MARKING AT OR ABOVE THE FLOOD LEVEL OF THE SINK OR DRAIN BOARD WHICHEVER IS HIGHER PER CPC SECTION 807.3
4. INSTALLATION OF A DEDICATED FUEL SHUT OFF VALVE SHALL BE WITHIN 6'-0" OF THE GAS APPLIANCE IT SERVES. CPC 230.79. EARTHQUAKE-ACTUATED GAS SHUTOFF VALVES DESIGNED TO AUTOMATICALLY SHUT OFF THE GAS AT THE LOCATION OF THE VALVE IN THE EVENT OF A SEISMIC DISTURBANCE AND CERTIFIED BY THE STATED ARCHITECT AS CONFORMING TO CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 12, CHAPTER 12- E16 E1. SHALL BE INSTALLED IN ALL NEW BUILDINGS AND IN EXISTING BUILDINGS THAT UNDERGO ALTERATIONS OR ADDITIONS THAT EXCEED $10,000.
5. PROVIDE NEW GAS COOKING RANGE (PROVIDE POWER) WITH NEW EXHAUST HOOD (PROVIDE POWER) WITH A MIN. VENTILATION EXHAUST RATE OF 100 CFM. HOUSEHOLD COOKING APPLIANCES SHALL HAVE A VERTICAL CLEARANCE ABOVE THE COOKING TOP OF NOT LESS THAN THIRTY - 30" INCHES TO COMBUSTIBLE MATERIAL OR METAL CABINETS. EXCEPT WHERE 24 INCHES IS ALLOWED PER CODE OR MANUFACTURER'S SPECIFICATION. CMC 920.3.2.
6. RANGE HOODS SHALL BE PERMITTED TO BE CORD-AND-PLUG-CONNECTED WITH A FLEXIBLE COURT IDENTIFIED AS SUITABLE FOR USE ON RANGE HOODS IN THE INSTALLATION INSTRUCTIONS OF THE APPLIANCE MANUFACTURER, WHERE ALL THE FOLLOWING CONDITIONS ARE MET: THE FLEXIBLE CORD IS TERMINATED WITH A GROUNDING-TYPE ATTACHMENT PLUG. THE LENGTH OF THE CORD IS 18 INCHES TO 4 FEET. RECEPTACLES ARE LOCATED TO PROTECT AGAINST PHYSICAL DAMAGE TO THE FLEXIBLE CORD. THE RECEPTACLES IS ACCESSIBLE. THE RECEPTACLE IS SUPPLIED BY AN INDIVIDUAL BRANCH CIRCUIT.
7. IF OCCURS ELECTRIC STOVES AND OVENS SHALL BE SUPPLIED WITH 40- OR 50-AMP BRANCH CIRCUIT.
8. PROVIDE NEW SINK WITH CALGREEN COMPLIANT FAUCET WITH NEW GARBAGE DISPOSAL (PROVIDE POWER).
9. NEW REFRIGERATOR/ICE MAKER/WINE COOLER (PROVIDE POWER AND ICE MAKER OUTLET BOX AND CONNECT).
10. NEW SOLID COUNTER TOP WITH UPPER AND LOWER CABINETS.
11. COUNTERTOP AND WHERE THE COUNTERTOP DOES NOT EXTEND MORE THAN 6 INCHES BEYOND ITS BASE.
12. NEW SOLID SURFACE COUNTER KITCHEN ISLAND AND BAR COUNTER WITH BASE CABINET.
13. COMBINATION TYPE ARC-FAULT CIRCUIT INTERRUPTER SHALL PROTECT ALL RECEPTACLES IN ALL BEDROOMS, DINING ROOMS, LIVING ROOMS, PARLORS, LIBRARIES, DENS SUNROOMS, RECREATION ROOMS, CLOSETS, KITCHENS, LAUNDRY AREAS, HALLWAYS OR SIMILAR ROOMS OR AREAS WITH BRANCH CIRCUITS THAT SUPPLY 125 VOLT, SINGLE-PHASE, 15 AND 20-AMPERE RECEPTACLE OUTLETS, AND BE READILY ACCESSIBLE. 2022 CEC SECTION 210.12
14. TWO 20-AMP GFCI PROTECTED CIRCUITS WILL BE PROVIDED IN THE KITCHEN COUNTER AND ISLAND OUTLETS AND SHALL COMPLY WITH ART. 210.52 (C) (5) EXCEPTION TO (5) CEC 2022
15. LIGHTING INTEGRAL TO EXHAUST FANS SHALL BE CONTROLLED SEPARATELY FROM THE EXHAUST FANS. 150.0 (K) 2B. LIGHTING SHALL HAVE VACANCY SENSOR. EXHAUST FAN SHALL BE 50 CFM MIN.
16. PROVIDE WATER CLOSETS TO BE MAX. 1.28 GAL. PER FLUSH.
17. SHOWER/TUB W/ FULL HEIGHT TILE WALLS & TEMPERED GLASS ENCLOSURE. USE BITUTHANE 4,000 WATERPROOFING MEMBRANE OVER 1/2" WONDER BOARD & WALLS, CEILING, & FLOOR.
18. NEW SOLID SURFACE (NON-SLIP RESISTANT) SHOWER PAN AND WALLS
19. PROVIDE SHOWER FINISHED TO 72" ABOVE DRAIN. PROVIDE PRESSURE OR THERMOSTATIC MIXING VALVE @ SHOWER AND JACUZZI/TUB, WHICH LIMITS WATER TEMPERATURE TO 120°F. SHOWER HEAD SHALL NOT EXCEED 1.8 GALLONS PER MIN.)TE AT 60 PSI.
20. NEW SINK AND FAUCET. PROVIDE FAUCET TO BE MAX 1.2 CMP AT 60 PSI.METERING FAUCETS SHALL NOT EXCEED 0.2 GALLONS PER METERING CYCLE.
21. WINDOW MODIFICATIONS: REPLACEMENT AND NEW WINDOWS: SHALL HAVE A U-FACTOR EQUAL TO 0.30
22. PROVIDE NEW COMBO UNIT SMOKE DETECTOR AND CARBON MONOXIDE DETECTOR W/BATTERY BACK-UP IN HALLWAY.
23. PROVIDE NEW 24" X 48" FLAT PROFILE SKYLIGHT.
24. PROVIDE NEW TANKLESS WATER HEATER.
25. NEW MIN. 30"x24" ATTIC ACCESS
26. NEW PREFABRICATED STAIRS.
27. NEW P.T. POSTS ON CONC. BASE 2" ABOVE FINISHED GRADE (TYP.)
28. NEW DECKING OVER FRAMING. S.S.D. FOR FRAMING DETAILS.
29. NEW AIR CONDITIONER.

electrical legend

	LED WALL HUNG LIGHT FIXTURE BATHROOM
	4" LED RECESSED LIGHT FIXTURE
	BATHROOM/EXHAUST FAN W/ LED LIGHT AND MOISTURE CONTROL
	(E) SMOKE AND CARBON MONOXIDE DETECTOR
S	SWITCH @ 48" U.F.F.
$_{SV}$	VACANCY SENSOR SWITCH @ 48" A.F.F.
	DUPLEX OUTLET @ 12" A.F.F. / 32"-36" A.F.F. AT COUNTER.
G.F.I.	G.F.I. OUTLET @ 32" - 36" A.F.F.
	GAS STUB
	LED RECESSED LIGHT FIXTURE WITH WATER PROOF LENS
	LED PENDANT LIGHT FIXTURE KITCHEN
240V	240V G.F.I. OUTLET @ 32" - 36" A.F.F.
	EXTERIOR LED LIGHT FIXTURE WITH OCCUPANT SENSOR

KITCHEN GENERAL NOTES (2022 CBC REQUIREMENTS):

WATER CONSERVING PLUMBING FIXTURES REQUIREMENTS:
- KITCHEN FAUCETS SHALL HAVE A MAXIMUM FLOW RATE OF 1.8 GALLONS PER MINUTE. FLOW MAY TEMPORARILY INCREASE TO 2.2 GALLONS PER MINUTE, BUT MUST DEFAULT TO A MAXIMUM OF 1.8 GALLONS PER MINUTE [CGBSC 4.303.1.4.4]
- PRIOR TO FINAL INSPECTION ALL NON-COMPLIANT PLUMBING FIXTURES SHALL BE UPGRADED WITH WATER-CONSERVING FIXTURES AS REQUIRED BY CIVIL CODE 1101.1. A COMPLETED AND SIGNED CERTIFICATE OF COMPLIANCE SHALL BE PROVIDED TO THE BUILDING INSPECTOR.

ELECTRICAL REQUIREMENTS:
- RECEPTACLE OUTLETS SHALL BE INSTALLED SO THAT NO POINT ALONG THE WALL COUNTERTOP OR WORK SURFACE IS MORE THAN 24 INCHES FROM A RECEPTACLE IN THAT SPACE. [CEC 210.52(C)(1)]
- RECEPTACLE OUTLETS SHALL BE INSTALLED AT EACH KITCHEN COUNTERTOP AND WORK SURFACE THAT IS 12 INCHES OR WIDER. [CEC 210.52(C)(1)]
- AT LEAST ONE RECEPTACLE OUTLET SHALL BE INSTALLED AT EACH ISLAND OR PENINSULAR COUNTER SPACE WITH A LONG DIMENSION OF 24 INCHES OR GREATER AND A SHORT DIMENSION OF 12 INCHES OR GREATER. [CEC 210-52(C)(2) AND 210.52(C)(3)]
- ALL ELECTRICAL OUTLETS SERVING KITCHEN COUNTERTOPS AND DISHWASHERS SHALL BE GFCI PROTECTED. GROUND FAULT CIRCUIT INTERRUPTERS SHALL BE LOCATED IN A READILY ACCESSIBLE LOCATION. [CEC 210.8(A)(D)]
- AT LEAST TWO SEPARATE 20-AMPERE BRANCH CIRCUITS SHALL BE PROVIDED FOR SMALL KITCHEN APPLIANCES. THESE CIRCUITS ARE LIMITED TO SUPPLYING WALL AND COUNTER SPACE OUTLETS ONLY AND CANNOT SERVE DISHWASHER, MICROWAVE, RANGE HOOD, GARBAGE DISPOSAL, ETC. [CEC 210.11(C)(1) AND 210.52(B)(3)]
- ALL ADDED/REPLACED RECEPTACLES SHALL BE LISTED TAMPER-RESISTANT RECEPTACLES AND SHALL BE ARC FAULT PROTECTED. [CEC 406.12]

2022 BATHROOM REMODEL REQUIREMENTS:

1. PROVIDE WATERPROOFED MATERIAL AT SHOWER WALLS.
2. ALL RECEPTACLES SHALL BE GFCI PROTECTED AND CONNECTED TO A DEDICATED 15 AND 20 AMPS CIRCUIT . ÂCEC 210.8 . Â
3. ALL HARDWIRED LIGHTING SHALL BE HIGH EFFICACY. . ÂCA ENERGY EFF. STANDARDS, SECTION 150(K)
4. EXHAUST FANS ARE REQUIRED IN ALL BATHROOMS, EVEN IF AN OPERABLE WINDOW IS INSTALLED. CRC 303.3).
5. EXHAUST FANS AND LIGHTING SHALL HAVE SEPARATE CONTROL SWITCHES. (EVEN IF A COMBINATION UNIT IS INSTALLED). THE EXHAUST FAN MAY NEED TO BE SUPPLIED BY A GFCI PROTECTED CIRCUIT BASED ON THE MANUFACTURER'S PS REQUIREMENTS. CEC 150.0 (K) (2B)
6. EXHAUST FANS SHALL TERMINATE A MINIMUM OF 3'F FROM PROPERTY LINE AND 3'F FROM OPENINGS INTO A BUILDING. (CMC 502.2.1)
7. EXHAUST FANS AT SHOWER SHALL BE LISTED FOR WET LOCATION AND SHALL BE GFCI PROTECTED. CEC 210.8
8. SHOWER ENCLOSURE DOORS SHALL OPEN OUTWARD AND MAINTAIN 22"H CLEARANCE CPC 408.5
9. SHOWER COMPARTMENT SHALL BE A MINIMUM 1,024 SQUARE INCHES ENCOMPASSING A 30"H CIRCLE. CPC 408.6
10. WATER CLOSETS (MAXIMUM 1.28 GPM : Â SHALL BE CLEAR 30 INCHES WIDE 15 INCHES ON CENTER) AND 24 INCHES IN FRONT. CPC 402.5
11. SHOWER HEADS (MAXIMUM 1.8 GPM CPC 408.2 & FAUCETS (MAXIMUM 1.2 GPM CPC 407.2)
12. BATHTUB/WHIRLPOOLS AND SHOWER VALVES SHALL BE APPROVED PRESSURE-BALANCED OR THERMOSTATIC MIXING TYPE ADJUSTED TO A MAXIMUM OF 120 DEGREES. CPC 408.3

LIGHTING REQUIREMENTS:
- ALL INSTALLED LUMINAIRES SHALL BE HIGH EFFICACY. [CENC 150.0 TABLE 150.0-A]
- UNDER CABINET LIGHTING SHALL BE CONTROLLED SEPARATELY FROM CEILING INSTALLED LIGHTING SUCH THAT ONE CAN BE TURNED ON WITHOUT THE OTHER. [CENC 150.0(2)(K)]
- LUMINARIES RECESSED INTO INSULATED CEILINGS:
  (A) SHALL BE LISTED FOR ZERO CLEARANCE INSULATION COVER (IC RATED);
  (B) SHALL INCLUDE A LABEL CERTIFYING AIR TIGHT (AT) WITH AIR LEAKAGE LESS THAN 2.0 CFM AT 75 PASCALS;
  (C) SHALL BE SEALED WITH A GASKET OR CAULK BETWEEN THE LUMINARY HOUSING AND CEILING;
  (D) IF RECESSED LIGHTS ARE EQUIPPED WITH BALLASTS, SHALL ALLOW BALLAST MAINTENANCE AND REPLACEMENT WITHOUT REQUIRING CUTTING OF HOLES IN THE CEILING AND
  (E) SHALL NOT CONTAIN SCREW BASE SOCKETS. [CEES SEC.150(K)12].

SMOKE AND CARBON MONOXIDE DETECTOR
WHEN ALTERATIONS,REPAIRS OR ADDITIONS REQUIRING A PERMIT OCCUR, THE INDIVIDUAL DWELLING UNIT SHALL BE EQUIPPED WITH SMOKE ALARMS LOCATED AS REQUIRED FOR NEW DWELLINGS. [R314.4.2.2]

SMOKE ALARMS: DWELLINGS ARE TO BE EQUIPPED WITH SMOKE ALARMS INSTALLED IN THE FOLLOWING LOCATIONS: [CRC 314.4]
- IN EACH SLEEPING ROOM.
- OUTSIDE EACH SEPARATE SLEEPING AREA IN THE IMMEDIATE VICINITY OF THE BEDROOMS.
- ON EACH STORY INCLUDING BASEMENTS AND HABITABLE ATTICS, NOT INCLUDING CRAWL SPACES AND UNINHABITABLE ATTICS.
- INSTALLED NOT LESS THAN 3 FEET HORIZONTALLY FROM THE DOOR OR OPENING OF A BATHROOM THAT CONTAINS A BATHTUB OR SHOWER UNLESS THIS WOULD PREVENT PLACEMENT OF A SMOKE ALARM REQUIRED BY CRC R314.3(4).

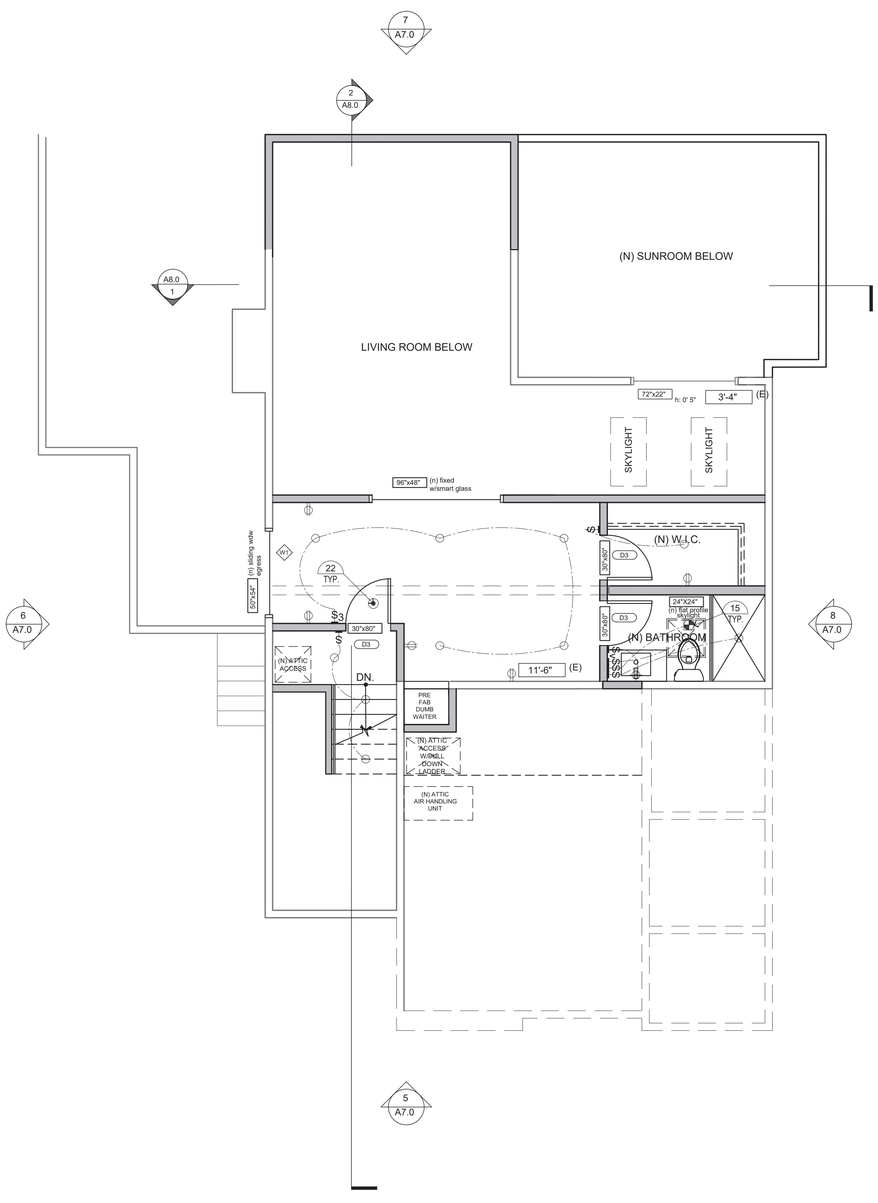
CARBON MONOXIDE ALARMS: DWELLINGS THAT HAVE ATTACHED GARAGES WITH AN OPENING THAT COMMUNICATES WITH THE DWELLING UNIT, OR FUEL BURNING APPLIANCES, OR FIRE PLACE ARE TO BE EQUIPPED WITH CARBON MONOXIDE ALARMS INSTALLED IN THE FOLLOWING LOCATIONS: [CRC 315.3]
- OUTSIDE EACH SEPARATE SLEEPING AREA IN THE IMMEDIATE VICINITY OF THE BEDROOMS.
- ON EVERY OCCUPIABLE LEVEL OF A DWELLING UNIT INCLUDING BASEMENTS.
- WHERE A FUEL-BURNING APPLIANCE IS LOCATED WITHIN A BEDROOM OR ITS ATTACHED BATHROOM. A CARBON MONOXIDE ALARM SHALL BE INSTALLED WITHIN THE BEDROOM.

ALARM INTERCONNECTION AND POWER: SMOKE AND CARBON MONOXIDE ALARMS ARE REQUIRED TO BE INTERCONNECTED SUCH THAT ACTIVATION OF ONE ALARM WILL ACTIVATE ALL OF THE ALARMS AND SHALL RECEIVE THEIR PRIMARY POWER FROM THE BUILDING WIRING. EXCEPTION: WHERE REPAIRS OR ALTERATIONS TO EXISTING BUILDINGS DO NOT RESULT IN THE REMOVAL OF WALL AND CEILING FINISHES AND THERE IS NO ACCESS BY MEANS OF ATTIC, BASEMENT OR CRAWL SPACE. [CRC 314.4 AND §314.6]

VENTILATION REQUIREMENTS:
- TERMINATION OF ALL ENVIRONMENTAL AIR DUCTS SHALL BE AT LEAST 3 FEET FROM PROPERTY LINE AND FROM OPENINGS INTO THE BUILDING, AND 10 FEET FROM A FORCED AIR INLET. [CMC 502.2.1]
- WHOLE-BUILDING VENTILATION: KITCHENS REQUIRE VENTILATION AIR FLOW AT 100 CUBIC FEET PER MINUTE OR MORE FOR INTERMEDIATE SYSTEMS OR 5 AIR CHANGES PER HOUR FOR CONTINUOUS SYSTEMS. [ASHRAE 62.2]

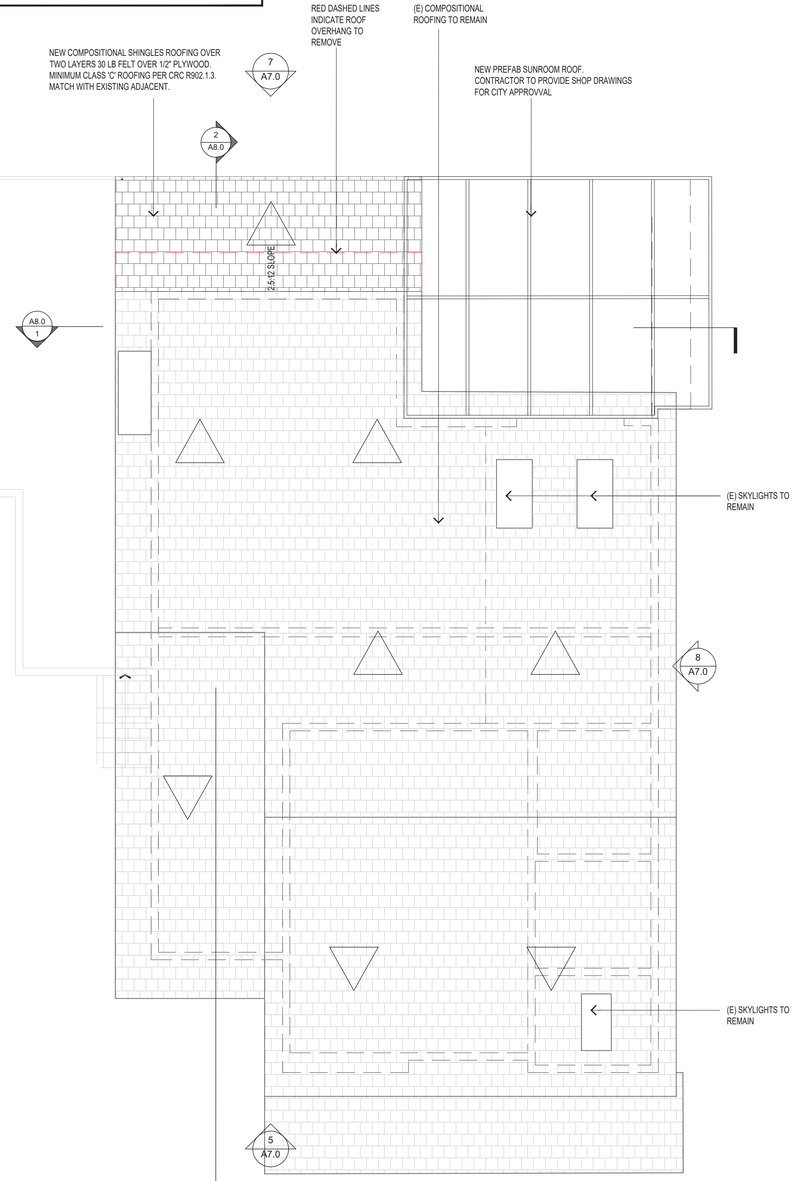
WINDOW MODIFICATIONS: REPLACEMENT AND NEW WINDOWS:
1. SHALL HAVE A U-FACTOR EQUAL TO 0.30 OR LOWER. EXCEPTIONS: REPLACEMENT SKYLIGHTS, OR NEW SKYLIGHTS UP TO 16 SQUARE FEET, MAY HAVE A U-FACTOR OF 0.55. WHEN 75 SQUARE FEET OR LESS OF FENESTRATION IS REPLACED WINDOWS MAY HAVE A U-FACTOR OF 0.40. [CENC 150.2(B) TABLE 150.1-A]
2. FOR WINDOW MODIFICATIONS IN THE HILLSIDE FIRES ZONES 2 AND 3 REFER TO WINDOW AND DOOR CODE COMPLIANCE CHECKLIST

BUILDING ENVELOPE MODIFICATIONS:
EXTERIOR WALL, FLOOR AND ROOF FRAMING SPACES OPENED UP DURING THE COURSE OF REMODEL SHALL BE INSULATED. R-13 (2X4 WALL), R-20 (2X6 WALL), R-19 (FLOOR), AND R-19 (ATTIC/ROOF) INSULATION. [CENC 150.0(A)(C)(D)]



new proposed third floor plan

SCALE: 1/4" = 1'-0" 1



roof plan

SCALE: 1/4" = 1'-0" 2

consultant

consultant

disclaimer
- Do not scale or measure plan set.
- All vendors shall measure as builts/current framing conditions prior to casework/cabinet fabrication

general notes
1. This sheet is part of a set and is not to be used alone.
2. This sheet is not to be used for construction unless the designer's signature appear on drawings and status box indicates drawings have been released for construction.
3. These plans and prints thereof, as instruments of service, are owned by the designer and are for use on this project only. Reproduction and/or distribution without the prior written consent of the designer is forbidden.
4. Copyright Slodesign, 2025

Ken MacDonald's Residence 1

Application PD-25-002

Remodeling & Addition

130 Vasona Oaks Dr, Los Gatos, CA 95032

revision history

#	description	date
1		
2		
3		
4		
5		

drawing release status

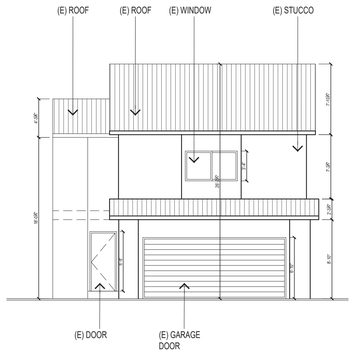
	date
client review	
plan check	
bidding	
construction	4.19.2024

proj num
proj mgr
proj arch

scale: AS NOTED

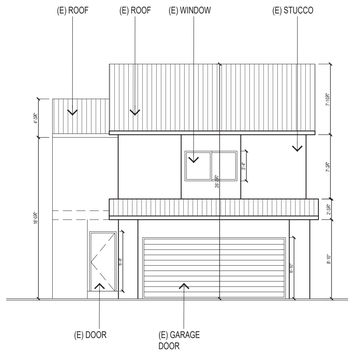
NEW PROPOSED THIRD FLOOR PLAN AND ROOF PLAN

sheet number: A6.0



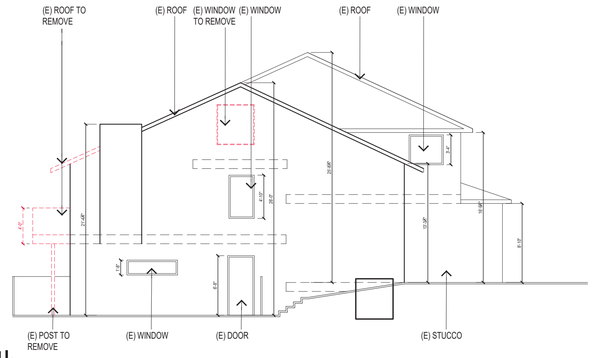
demo elevation - west

SCALE: 1/8" = 1'-0" 1



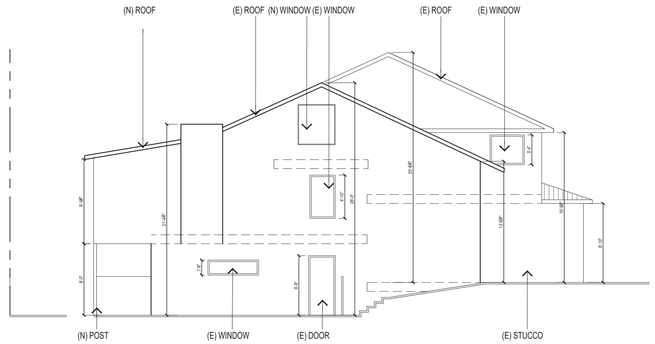
new elevation - west

SCALE: 1/8" = 1'-0" 5



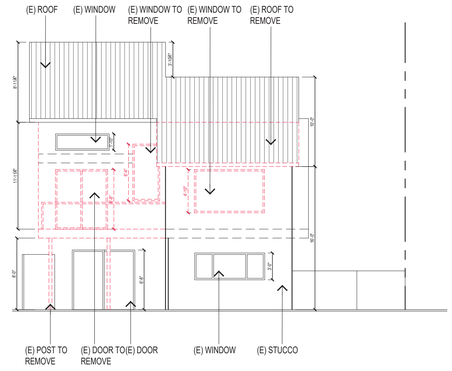
demo elevation - north

SCALE: 1/8" = 1'-0" 2



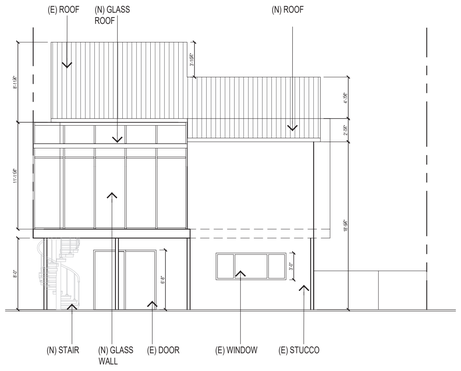
new elevation - north

SCALE: 1/8" = 1'-0" 6



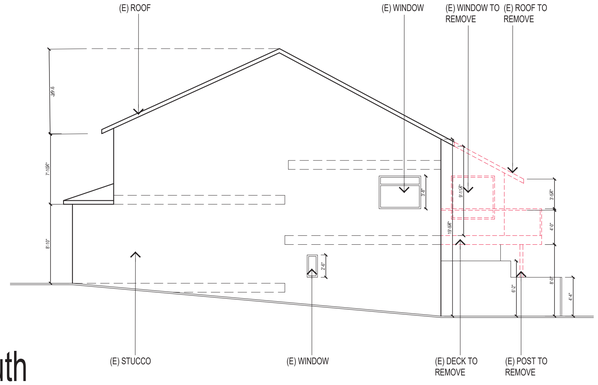
demo elevation - east

SCALE: 1/8" = 1'-0" 3



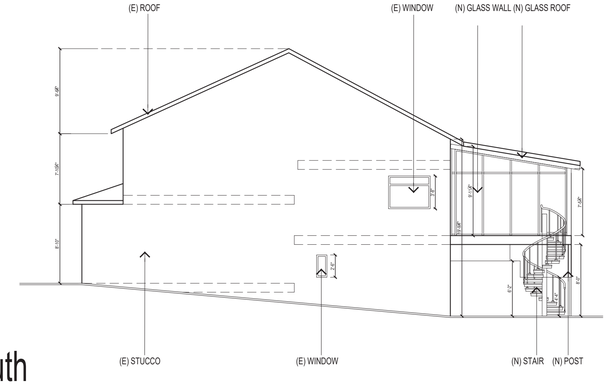
new elevation - east

SCALE: 1/8" = 1'-0" 7



demo elevation - south

SCALE: 1/8" = 1'-0" 4



new elevation - south

SCALE: 1/8" = 1'-0" 8

consultant

consultant

disclaimer

- Do not scale or measure plan set.
- All vendors shall measure as builts/current framing conditions prior to casework/cabinet fabrication

general notes

1. This sheet is part of a set and is not to be used alone.
2. This sheet is not to be used for construction unless the designer's signature appear on drawings and status box indicates drawings have been released for construction.
3. These plans and prints thereof, as instruments of service, are owned by the designer and are for use on this project only. Reproduction and/or distribution without the prior written consent of the designer is forbidden.
4. Copyright Slodesign, 2025

Ken MacDonald's Residence

Application PD-25-002

Remodeling & Addition

130 Vasona Oaks Dr, Los Gatos, CA 95032

revision history

#	description	date
1		
2		
3		
4		
5		

drawing release status

	date
○ client review	
○	
○	
○ plan check	
○ bidding	
○ construction	

date 4.19.2024

proj num

proj mgr

proj arch

scale AS NOTED

DEMO AND NEW ELEVATIONS

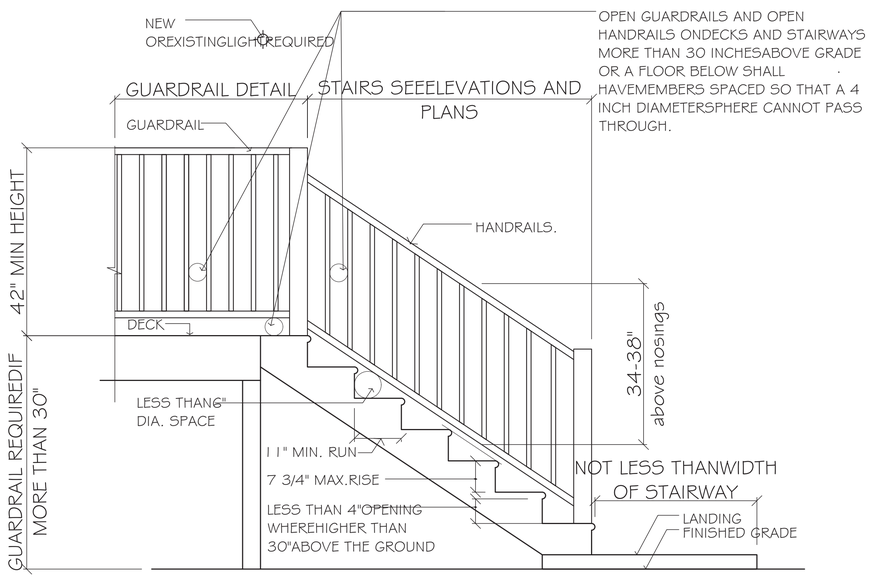
sheet number A7.0

stair general notes

1. STAIR TREADS AND RISERS: STAIR RISER HEIGHTS SHALL BE 7 ¾ INCHES MAXIMUM AND 4 INCHES MINIMUM. STAIR TREAD DEPTHS SHALL BE 10 INCHES MINIMUM. THE RISER HEIGHT SHALL BE MEASURED VERTICALLY BETWEEN THE LEADING EDGES OF ADJACENT TREADS. THE TREAD DEPTH SHALL BE MEASURED HORIZONTALLY BETWEEN THE VERTICAL PLANES OF THE FOREMOST PROJECTION OF ADJACENT TREADS AND AT A RIGHT ANGLE TO THE TREAD'S LEADING EDGE. WINDER TREADS SHALL HAVE A MINIMUM TREAD DEPTH OF 10 INCHES MEASURED AT A RIGHT ANGLE TO THE TREAD'S LEADING EDGE AT THE WALKLINE. WINDER TREADS SHALL HAVE A MINIMUM TREAD DEPTH OF 6" AT ANY POINT IN THE CLEAR WIDTH OF THE STAIR.
2. STAIRWAY LANDINGS: THERE SHALL BE A FLOOR OR LANDING AT THE TOP AND BOTTOM OF EACH STAIRWAY. THE WIDTH OF THE LANDINGS SHALL NOT BE LESS THAN THE WIDTH OF STAIRWAYS THEY SERVE. EVERY LANDING SHALL HAVE A MINIMUM DIMENSION OF 36" MEASURED IN THE DIRECTION OF TRAVEL.
3. ENCLOSURES UNDER STAIRWAYS. THE WALLS AND CEILING WITHIN ENCLOSED USABLE SPACES UNDER ENCLOSED AND UNENCLOSED STAIR- WAYS SHALL BE PROTECTED ON THE ENCLOSED SIDE WITH ½ INCH GYPSUM BOARD. THERE SHALL BE NO ENCLOSED USABLE SPACE UNDER EXTERIOR EXIT STAIRWAYS UNLESS THE SPACE IS COMPLETELY EN- CLOSED IN 1-HOUR FIRE-RESISTIVE RATED CONSTRUCTION. THE OPEN SPACE UNDER EXTERIOR STAIRWAYS SHALL NOT BE USED FOR ANY PURPOSE.
4. HANDRAIL HEIGHT: HANDRAIL HEIGHT, MEASURED ABOVE STAIR TREAD NOSING, OR FINISH SURFACE RAMP SLOPE SHALL BE UNIFORM, NOT LESS THAN 34 INCHES AND NOT MORE THAN 38 INCHES.
5. HANDRAIL GRIP-SIZE: HANDRAILS WITH A CIRCULAR CROSS- SECTION SHALL HAVE AN OUTSIDE DIAMETER OF AT LEAST 1.25 INCHES AND NOT GREATER THAN 2 INCHES OR SHALL PROVIDE EQUIVALENT GRIP-SIZE. IF THE HANDRAIL IS NOT CIRCULAR, IT SHALL HAVE A PERIMETER DIMENSION OF AT LEAST 4 INCHES AND NOT GREATER THAN 6.25 INCHES WITH A MAXIMUM CROSS-SECTION DIMENSION OF 2.25 INCHES. EDGES SHALL HAVE A MINIMUM RADIUS OF 0.01 INCH.

guardrail general notes

1. CONFORM TO 2019 CRC R301.5. HANDRAILS AND GUARDS SHALL BE DESIGNED TO RESIST A CONCENTRATED LOAD OF 200LB APPLIED IN ANY DIRECTION. [CRC R301.5]
2. GUARDRAILS ARE REQUIRED ALONG OPEN SIDES OF STAIRWAYS, LANDINGS, BALCONIES, PORCHES, DECKS, FLOOR OPENINGS, RAMPS, AND ROOFS USED FOR OTHER THAN SERVICE OF THE BUILDING, WHICH ARE MORE THAN 30" ABOVE GRADE OR FLOOR BELOW.
3. GUARDRAILS SHALL HAVE A 42" MINIMUM HEIGHT, 42" HIGH ALONG OPEN SIDES OF STAIRWAYS.
4. GUARDRAILS MUST BE ABLE TO WITHSTAND A LOAD OF 20 POUNDS PER LINEAL FOOT APPLIED HORIZONTALLY AT THE TOP OF THE GUARDRAIL.
5. INTERMEDIATE RAILS, PANELS OR FILLERS, AND THEIR CONNECTIONS, SHALL BE CAPABLE OF WITHSTANDING A LOAD OF 25 POUNDS PER SQUARE FOOT APPLIED AT RIGHT ANGLES TO THE GUARDRAIL.
6. GUARDRAILS SHALL BE DESIGNED SO THAT A 6" DIAMETER SPHERE CANNOT PASS THROUGH THE TRIANGULAR SPACE FORMED BY THE BOTTOM OF THE RAIL, THE RISER AND THE TREAD.
7. BALUSTERS ON A HANDRAIL OR A GUARDRAIL SHALL BE SO SPACED SO THAT A 4" SPHERE CANNOT PASS THROUGH.



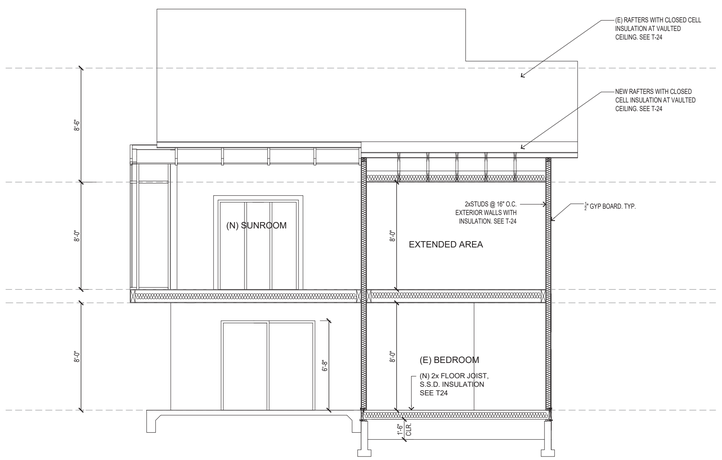
stairs and guardrail details

SCALE: 3/4" = 1'-0" 3

door and window schedule

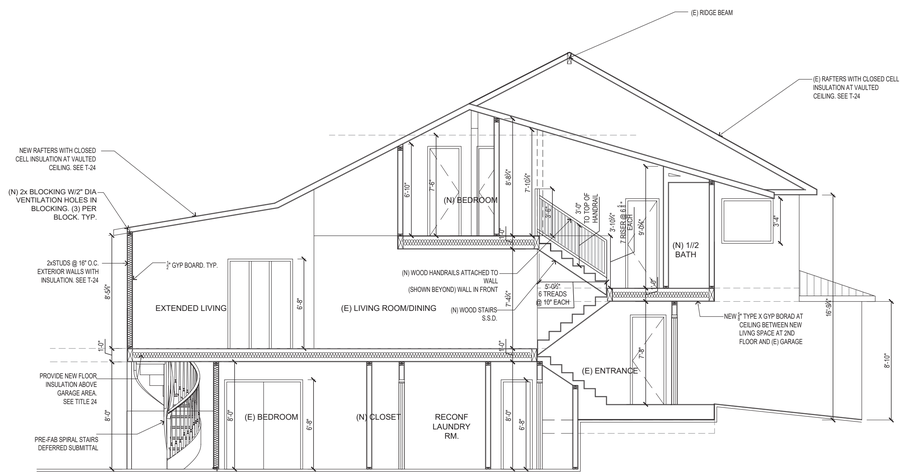
DOOR AND WINDOW SCHEDULE					
MARK	D1	D2	D3	D4	W1
WIDTH	6' - 0"	2' - 8"	2' - 6"	6' - 0"	4' - 2"
HEIGHT	6' - 8"	6' - 8"	6' - 8"	6' - 8"	4' - 6"
LOCATION	(N) SUNROOM	RECONF LAUNDRT RM.	(E) BEDROOM, (N) BEDROOM, (N) BATHROOM, (N) W.I.C.	(N) CLOSET	(N) BEDROOM
QUANTITY	2	1	8	1	1
COMMENTS	FOLDING TEMPERED DOOR	SINGLE PANEL SOLID DOOR		SLIDING DOOR	SLIDING EGRESS WINDOW

SCALE: 3/8" = 1'-0" 4



section a-a

SCALE: 3/16" = 1'-0" 1



section b-b

SCALE: 3/16" = 1'-0" 2

consultant

consultant

disclaimer
- Do not scale or measure plan set.
- All vendors shall measure as builts/current framing conditions prior to casework/cabinet fabrication

general notes
1. This sheet is part of a set and is not to be used alone.
2. This sheet is not to be used for construction unless the designer's signature appear on drawings and status box indicates drawings have been released for construction.
3. These plans and prints thereof, as instruments of service, are owned by the designer and are for use on this project only. Reproduction and/or distribution without the prior written consent of the designer is forbidden.
4. Copyright Slodesign, 2025

Ken MacDonald's Residence

Application PD-25-002

Remodeling & Addition

130 Vasona Oaks Dr, Los Gosos, CA 95032

revision history

#	description	date
1		
2		
3		
4		
5		

drawing release status

	date
○	client review
○	
○	
○	plan check
○	bidding
○	construction

date 4.19.2024

proj num

proj mgr

proj arch

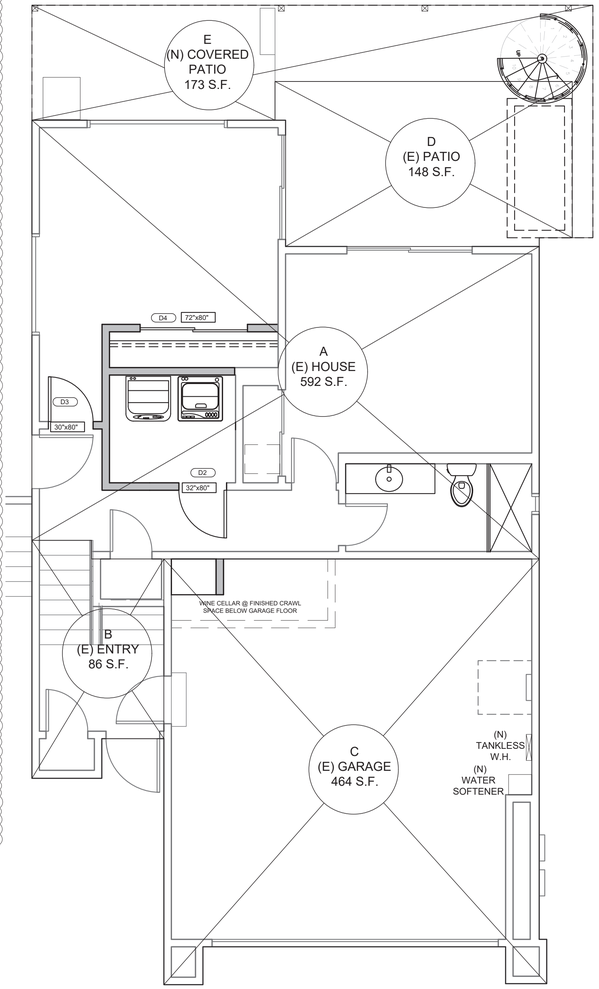
scale AS NOTED

SECTIONS , DOOR AND WINDOW SCHEDULE AND DETAIL

sheet number A8.0

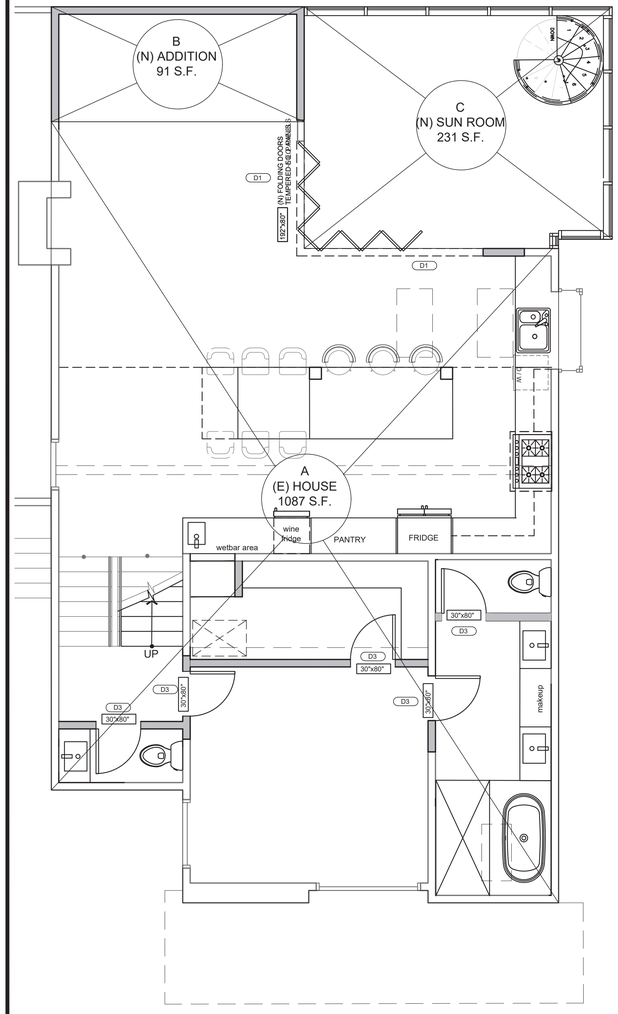
AREA DETAILS	
LOTS SIZE	1977 SQ.FT.
EXISTING 1ST FLOOR PLAN W/ GARAGE	1290 SQ.FT.
AREA OF WORK WITHIN EXISTING INTERIOR OF THE 1ST FLOOR	126 SQ.FT.
A	592 SQ.FT.
B	86 SQ.FT.
C	464 SQ.FT.
D	148 SQ.FT.
E	173 SQ.FT.
TOTAL	1463 SQ.FT.
EXISTING 2ND FLOOR PLAN	1087 SQ.FT.
AREA OF WORK WITHIN EXISTING INTERIOR OF 2ND FLOOR	786 SQ.FT.
A	1087 SQ.FT.
B	91 SQ.FT.
C	231 SQ.FT.
TOTAL	1409 SQ.FT.
EXISTING 3RD FLOOR PLAN - MEZZANINE	172 SQ.FT. - 64 S.F. (SEE D BELOW)
AREA OF WORK WITHIN EXISTING INTERIOR OF MEZZANINE	108 SQ.FT.
A	170 SQ.FT.
B	50 SQ.FT.
C	108 SQ.FT.
D	-64 SQ.FT.
TOTAL	329 SQ.FT.

TOTAL
1ST+2ND+3RD
=1463+1409+329/1977
=3201/1977 = 161.9%



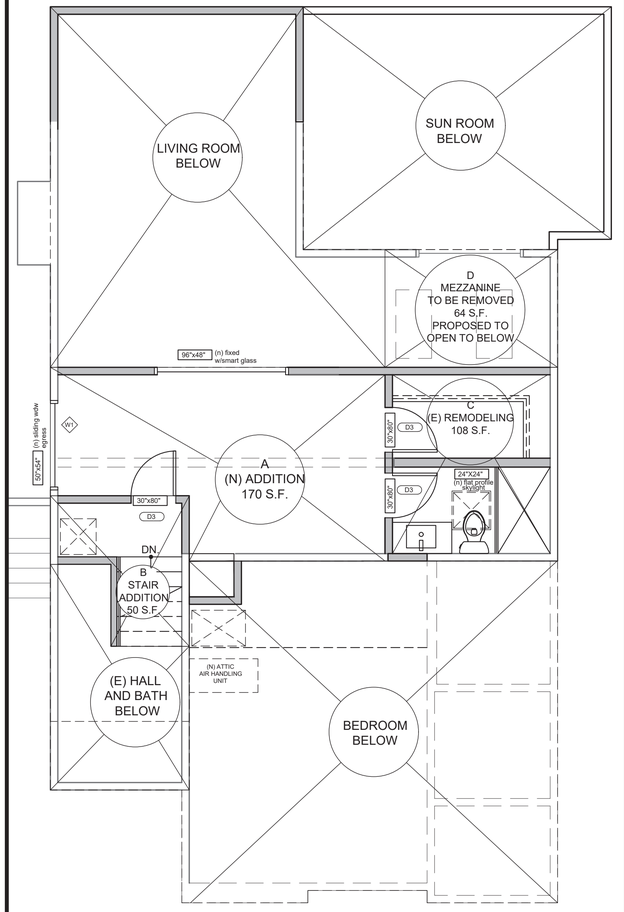
first floor plan

SCALE: 1/4" = 1'-0" 1



second floor plan

SCALE: 1/4" = 1'-0" 2



third floor plan

SCALE: 1/4" = 1'-0" 3

consultant

consultant

disclaimer
- Do not scale or measure plan set.
- All vendors shall measure as builts/current framing conditions prior to casework/cabinet fabrication

general notes
1. This sheet is part of a set and is not to be used alone.
2. This sheet is not to be used for construction unless the designer's signature appear on drawings and status box indicates drawings have been released for construction.
3. These plans and prints thereof, as instruments of service, are owned by the designer and are for use on this project only. Reproduction and/or distribution without the prior written consent of the designer is forbidden.
4. Copyright Slodesign, 2025

Ken MacDonald's Residence 1

Application PD-25-002

Remodeling & Addition

130 Vasona Oaks Dr,
Los Gatos, CA 95032

revision history

#	description	date
1	response to planning	5.2025
2	response to planning	6.9.2025
3		
4		
5		

drawing release status

	date
client review	
plan check	
bidding	
construction	

date 4.19.2024

proj num

proj mgr

proj arch

scale AS NOTED

AREA DIAGRAM 1

sheet number A9.0

This Page Intentionally Left Blank

A P P E A R A N C E S:

Los Gatos Planning Commissioners:	Emily Thomas, Chair Kendra Burch, Vice Chair Jeffrey Barnett Susan Burnett Steve Raspe Joseph Sordi Rob Stump
Town Manager:	Chris Constantin
Community Development Director:	Joel Paulson
Town Attorney:	Gabrielle Whelan
Transcribed by:	Vicki L. Blandin (619) 541-3405

P R O C E E D I N G S:

CHAIR THOMAS: …number 4, the public hearing for Item 4, which is to consider a request for approval to modify Planned Development Ordinance 1281 to increase the maximum Floor Area Ratio (FAR) and lot coverage for property zoned R-M:5-12:PD. Located at 130 Vasona Oaks Drive. APN 424-42-008. This request for modification of a Planned Development Ordinance is not considered a project pursuant to the California Environmental Quality Act. Planned Development Amendment Application PD-25-002. Applicant is Elad Batito, Green Bay Remodeling Inc., and the property owner is Ken MacDonald.

Before the Staff Report, may I have a show of hands from Commissioners who visited the property? Are there any disclosures? Yes, Commissioner Barnett.

COMMISSIONER BARNETT: I did legal work for this association in 2004. I think that's wasted away by now in terms of conflict, and also notable that the HOA is in support of the application.

CHAIR THOMAS: Okay, thank you. Ms. Merchant, will you be presenting the Staff Report tonight? Thank you.

SAMINA MERCHANT: Thank you, Chair, for the introduction. Good evening, Commissioners.

Before you tonight is a request to modify Vasona Oaks Planned Development Ordinance 1281 to allow an increase in the maximum Floor Area Ratio and lot coverage, specifically for Lot 8.

In addition to the CEQA discussion in the Staff Report, Staff would like to add that the proposed Planned Development Amendment is exempt from CEQA, and that the Commonsense Exemption, as the limitations allow an additional square footage of 400 square feet, is not considered a significant change.

The subject property is just under 2,000 square feet, located in the northern portion of the subdivision. A detached single-family residence of 2,001 square feet in size, and with a 460 square-foot attached garage stands, on the property.

The Town Council adopted the Planned Development Ordinance in 1975 for 17 single-family lots and one common area lot. The original approved plan shown in Exhibit 3 provides details like gross area and building coverage for the subdivision as a whole, and not for individual lots.

Town records for the subject property, 130 Vasona Oaks Drive, show that in 1999 a Minor Residential

Development Application was approved to convert attic space to living area, indicating the original approved home was two stories and 1,800 square feet.

The proposed Planned Development Amendment would allow for an increase to the maximum allowable Floor Area Ratio from 1.01 to 1.22, and lot coverage from 66% to 73.4%, for the subject property.

The proposed future development includes an increased total of living area from approximately 2,000 square feet to 2,400 square feet, with additions proposed for the second floor, and conversion of attic space to living area. The first floor and garage size would remain unchanged.

The Applicant submitted a Letter of Justification for the request, approval correspondence with the Vasona Oaks HOA, and a summary of their public outreach visits.

As of today, Staff has received no public comments regarding this application. Exhibit 4 includes a Draft Planned Development Ordinance detailing new Performance Standard 9, reflecting the Applicant’s request.

At this time, no development is proposed. Future proposals for additions would be subject to review under a Minor Residential Development Application.

Based on the findings presented in the Staff Report, Staff recommends forwarding a recommendation of approval for amendment of Planned Development Ordinance 1281 to the Town Council.

This concludes Staff's presentation, and Staff is available for questions. Thank you.

CHAIR THOMAS: Vice Chair Burch.

VICE CHAIR BURCH: If we make a change to this today, is it only for this specific lot, or does then the allowable increase in FAR pertain to all the lots?

SAMINA MERCHANT: This is only specific to Lot 8.

VICE CHAIR BURCH: So, any time any of these want to go over, they have to come through this same process.

SAMINA MERCHANT: Yes.

VICE CHAIR BURCH: Okay, thank you.

CHAIR THOMAS: Any other questions? Okay, thank you.

We will now open the public portion of the public hearing on Item 4 and give the Applicant an opportunity to address the Commission for up to five minutes, and I believe the Applicant's team, or whoever is speaking for them, is on Zoom.

DIRECTOR PAULSON: That's what I understand as well, so if you're going to be speaking on behalf of the

project, please raise your hand in Zoom. SLC Design, you can speak.

SLC DESIGN: Hi, I am the building designer for this project here. I just want to give a light introduction to what we did for the homeowner.

We are proposing a residential renovation addition project that includes the new sunroom and a new addition to the existing structure.

On the interior, the second level would feature a relocated kitchen and expanded family room to improve the functionality and the circulations.

On the third level are the primary bedrooms and bathroom, which we will be remodeling; and adjacent to the primary bedroom is an existing mezzanine, which they currently use as a shared home office. Both homeowners work from home full-time and currently share this single office space.

We are proposing to convert this mezzanine into a new ensuite bedroom, which is an interior addition, by constructing a new staircase to provide direct access to the new ensuite. This will also allow one of the homeowners to use this new space as a dedicated office or a guest room. The additional bedroom also provides much needed flexibility for the household, as the couple's elderly

parents visit multiple times a year and stay for extended periods, and the family's two sons would then have to share a bedroom; so, with the new bedroom, the home will be better equipped to accommodate for everyone comfortably.

Part of the planning process, I know it seems to be exceeding the normal floor area ratio, but it seems like HOA…we have obtained the HOA approval, so we're just asking to see if you guys would approve this project as well. That's it. Thank you.

CHAIR THOMAS: Thank you. Are there any questions for the Applicant team at this time? Commissioner Sordi.

COMMISSIONER SORDI: Don't have the whole packet, because my iPad crashed. Is the square footage addition all being captured under the same roof without any walls moving out? That's what I recall from my reading, but I don't have it front of me anymore, so I just want to make that clarification.

DIRECTOR PAULSON: Is this a question of the Applicant, or Staff?

COMMISSIONER SORDI: I'll direct that one to the Applicant.

SLC DESIGN: No, the addition is an additional square footage to the existing rear yard.

COMMISSIONER SORDI: Okay, so it's all encapsulated under the existing roof? It's not.

SLC DESIGN: No.

COMMISSIONER SORDI: Okay.

SLC DESIGN: No, it's not.

COMMISSIONER SORDI: So, the square footage as well as a bump-out to the back.

SLC DESIGN: Yes.

COMMISSIONER SORDI: Okay.

CHAIR THOMAS: Do you have a follow-up question?

COMMISSIONER SORDI: No, I don't have a follow-up. I understand now, thank you.

CHAIR THOMAS: Okay. Any additional questions for the Applicant team at this time? So, thank you, and I now invite comments from the public. Is there anyone on Zoom?

DIRECTOR PAULSON: There are no hands raised.

CHAIR THOMAS: Then if there are no hands raised, I guess now if the Applicant would like to make a closing statement, you will have an additional three minutes to speak.

SLC DESIGN: Closing statement. Well, on behalf of the homeowner I just want to… We have done a lot of back and forth with doing just the existing footprint of the home, and it doesn't seem like it would work for the

family, because as I mentioned before, having the family and the extended parents coming, so with the addition, providing the new bedrooms, and then enlarging the space, it helps them. The functionality of the space where we added the rear yard addition, and also making that additional bedroom in the mezzanine, it really accomplished a lot for them, and so I just hope that you guys will approve this project for them. Thank you.

CHAIR THOMAS: Thank you. Are there any questions for the Applicant right now? We will now close the public portion of the public hearing on Item 4, and I invite Commissioners to ask questions of Staff, provide comments, or propose a motion.

I am going to jump in first. I have a question for Staff, a couple clarifying questions. First, we are just forwarding a recommendation to Town Council, correct?

SAMINA MERCHANT: Correct.

CHAIR THOMAS: I just want to say to my fellow Commissioners that sometimes when something seems a little bit straightforward, and then we forward a recommendation to Town Council, we haven't discussed some things of our findings that they are required to make, because they are making the final description, so I just want to make sure that we voice our thoughts and opinions and have a

discussion about this, even though it's late, for their sake.

My second question for Staff is that we are just looking at changing the existing ordinance for the Planned Development today. It seems like the plans for the entire project are somewhat ready to go. They're doing this in two phases, because the proposed plan would be considered a minor residential application and wouldn't have to come in front of the Planning Commission?

SAMINA MERCHANT: That could be at the discretion of the Planning Director. Yes, you are correct, Chair, that this is in two phases. The PD amendment would enable the property to have an increase in the maximum floor area ratio and lot coverage.

CHAIR THOMAS: Okay.

DIRECTOR PAULSON: That's the first legislative act that has to happen, because that's the ordinance that governs these properties, including the one before you. So, they need to go through, get that approved hopefully, depending on what Council decides, and then they would come back for whatever application, whether that's a Building Permit, a Minor Residential Development Application, or Architecture and Site.

Currently, given the parameters of the ordinance, we didn't find a way to be able to do it as a Minor Residential Development Application like it was done previously, and this one also had an added challenge of increasing the lot coverage, because these are townhomes, so we need to go through this step first.

CHAIR THOMAS: Okay, thank you for clarifying that. Now, who else? Commissioner Burnett.

COMMISSIONER BURNETT: Yes, thank you, Chair. I have a question for Staff. I'm a little confused about the Homeowners Association. There's nothing really in our packet that they approved it or that… I know the Applicant did mention that it was okay with the HOA. Do we need more specification on that?

SAMINA MERCHANT: Thank you for the question, Commissioner. There was an exhibit that was included in the Staff Report that is their correspondence with their HOA; page number 797.

COMMISSIONER BURNETT: Oh, thank you for that.

DIRECTOR PAULSON: It's Exhibit 6.

COMMISSIONER BURNETT: Thank you.

CHAIR THOMAS: Commissioner Raspe, did you have a question?

COMMISSIONER RASPE: Chair, you asked my question. Thank you so much.

CHAIR THOMAS: Anyone else have any questions? Well, then we should probably discuss. Does anyone want to kick it off?

COMMISSIONER RASPE: I can be three-for-three tonight, and start.

CHAIR THOMAS: Thank you.

COMMISSIONER RASPE: It seems to me, again, completely non-objectionable. The ask, I think, is relatively minor. The HOA is in approval; the neighbors seem to agree; so, everybody that is impacted, including this homeowner, seems to be on the same page.

The redesign, which we're not actually considering this evening, seems to fit this homeowner and will help future homeowners.

I would move to forward a recommendation to Town Council approving the modification of the Planned Development Ordinance as described in the packet. If the Commission would like, I can make that motion now.

CHAIR THOMAS: Yes, I think in a moment, perhaps.

COMMISSIONER RASPE: Just let me know.

CHAIR THOMAS: Okay, thank you. I do just want to add that, although like it is said, we don't have to

specifically make all these findings, I do think that it fits with changing one of these overlay zones or whatever, and the main thing is does this comply with our General Plan? I think it totally does. I think that's why we don't have a lot to talk about here, because it is a minor change and the HOA and all the neighbors support it, and I believe that it really does comply with the General Plan and everything that is in Section 29.80.095 of the Town Code for the Planned Development Overlay Zone.

So, with that being said, do you want to now?

COMMISSIONER RASPE: I will. Thank you for that input. I will move to forward to Town Council a request to approve to modify Planned Development Ordinance 1281 to increase the maximum floor area ratio and lot coverage for property zoned M:5-12:PD located at 130 Vasona Oaks Drive, APN 424-42-008.

I can make the findings as required by Section 29.80.095 of the Town Code for granting approval of a Planned Development Overlay Zone, and that the amendment to the Planned Development Overlay Zone is consistent with the General Plan.

CHAIR THOMAS: And Commissioner Burnett seconds that. Any discussion?

COMMISSIONER BARNETT: I have a question regarding the findings and considerations on Exhibit 2. Is that only for Council's consideration, or do we need to make them as a Planning Commission?

DIRECTOR PAULSON: What I understand is those are all in Exhibit 2. The Maker of the Motion didn't reference Exhibit 2 specifically, but he mentioned the ordinance section, which encompasses all of those.

COMMISSIONER BARNETT: I see. Okay.

COMMISSIONER RASPE: And to the extent my motion was unclear, I will explicitly incorporate those into my motion.

CHAIR THOMAS: Great, then I will call the question. All those in favor, please raise your hand. It passes unanimously.

Because this is just a recommendation, there are no appeal rights?

DIRECTOR PAULSON: That's correct.

CHAIR THOMAS: Okay, great. Thank you.

(END)

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 09/16/2025
ITEM NO: 12

DATE: September 11, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Authorize the Town Manager to Execute a Fourth Amendment with HdL Companies for Business License Discovery and Compliance Audit Services, Sales and Use Tax Management and Audit Services, and Transient Occupancy Tax (TOT) Audit Services with a Total Contract Not to Exceed of $451,500 plus CPI; and Approve a Resolution Granting a Waiver of Business License Late Fee Penalties for Businesses Undergoing the Business License Discovery and Compliance Audit Process.**

RECOMMENDATION: Authorize the Town Manager to execute a Fourth Amendment with HdL Companies for Business License Discovery and Compliance Audit Services, Sales and Use Tax Management and Audit Services, and Transient Occupancy Tax (TOT) Audit Services with a Total Contract Not to Exceed of $451,500 plus CPI; and approve a resolution granting a waiver of Business License late fee penalties for businesses undergoing the Business License Discovery and Compliance Audit process.

FISCAL IMPACT:

There are sufficient funds in the Fiscal Year (FY) 2025-26 adopted budget to cover the cost of this fourth amendment, which increases the not to exceed amount by $178,500 plus CPI to continue existing business license processing services and add Transient Occupancy Tax (TOT) Audit and Sales and Use Tax management services. The amendment also includes a Sales and Use Tax Audit, a Business License Discovery and Compliance Audit, and Business License Tax collection for already licensed delinquent accounts. These services will not be included in the not-to-exceed amount since they are determined as a percentage of the recovered revenue. The FY 2025-26 adopted budget already includes $50,000 to account for additional Business

PREPARED BY: Gitta Ungvari
Finance Director

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Finance Director

License Tax revenue. Staff will monitor the recovered Sales Tax and Business License revenue and return to the Council if a budget adjustment is needed.

STRATEGIC PRIORITY:

The audit services through HdL for Business License, Sale and Use Tax, and TOT supports the strategic priority of "*leveraging the Town's assets, efficiencies, partnerships, and revenue streams."*

BACKGROUND:

The Town requires all businesses located within Los Gatos and/or those that operate within Los Gatos to obtain a business license.

In November 2022, Los Gatos voters approved Measure J, which modernized the Town's business license tax program. This was the first update to the program since 1991 and included adjustments to flat rate fees, retailing gross receipts, e-commerce, manufacturing, wholesaling, and jobbing gross receipts. HdL Companies (HdL) assisted the Town with the business license modernization process (Attachment 5).

Once those services were completed, the Town executed a first amendment to the original agreement for business license tax and fee administration services until December 31, 2023 (Attachment 4). With the second amendment, the Town continued its partnership with HdL through December 31, 2025, to provide dedicated business license support to Los Gatos businesses.

Through this partnership, the Town's business license application and renewal process has been streamlined by offering online business license applications and renewals. HdL is assisting with a variety of business license related tasks, including new applications, annual renewals, payments, compliance inquiries, and other general support. Staff is continuously monitoring and fine-tuning the business license application and renewal process to improve the customer experience. The current agreement does not include business license delinquency and compliance audits.

During the 2024 business license renewal cycle, one significant business license tax generated reached out to Town staff to memorialize the business license tax payment methodology in a draft written Agreed Upon Procedure. Staff engaged HdL to guide the process. HdL, outside legal counsel, and Town staff worked with this business license tax payer to verify the apportionment methodology. Staff originally increased the agreement (Amendment 3) for these services by $40,000. However, since the scope of the work performed by HdL has

decreased, staff is requesting a decrease of $20,000, which is reflected in the Fourth Amendment.

Annual renewal payments are due on January 2 of each year. According to the Town Code Section 14.10.075, a 25% late fee penalty is assessed monthly, up to 100% on unpaid balances. From March 2020 until December 31, 2023, the Town Council took proactive steps to support and adapt to the needs of the community's businesses during the COVID-19 pandemic. One of the steps taken to support businesses during the pandemic emergency proclamation was the suspension of late fee penalties. The Town Council extended the late fee penalty waiver into 2023 to provide adequate time for businesses to adjust to the new process and fee structure. The Council discontinued the late fee penalty waiver in 2024, which enabled the Town to resume the enforcement of business license compliance.

DISCUSSION:

With the FY 2025-26 adopted budget, the Town Council directed staff to conduct business license and TOT audits to ensure compliance and recovery of all the appropriate taxes. Staff recommends engaging HdL to perform these additional services. HdL is uniquely positioned to provide these services efficiently due to its existing role in administering the Town's business license program. Including the TOT audit as part of their scope of service, supports standardization, promotes efficiency, and results in overall cost savings.

With the Fourth Amendment, staff is requesting the following:

- Extend the Agreement Term from 12/31/2025 until 6/30/2027
- Continue the business license administration services
- Add the following Services:
    - Business License Tax Discovery and Compliance Audits
    - Business License Tax Collection
    - TOT Audits
    - Sales and Use Tax Audit Services
    - Sales and Use Tax Management Services

The table below illustrates the agreement authority change based on the remaining term. The Fourth Amendment, Items 5, 6, and 7, are not included in the not-to-exceed amount since they are determined as a percentage of the recovered revenue. Staff will periodically report to Council on the audit efforts and the estimated additional revenue collected.

Agreement/Amendments	Services	Term	Compensation
Original Agreement	Business License Tax Ordinance	05/22/2022 - 01/31/2023	$ 20,000.00
1st Amendment	Business License Managment Services	09/30/2022 - 12/31/2023	$ 73,000.00
2nd Amendment	Business License Managment Services	12/19/2023 - 12/31/2025	$ 140,000.00
3rd Amendment	Additional Services - Agreed Upon Agreement Drafting	12/19/2023 - 12/31/2025	$ 40,000.00
4th Amendment - 1	Reducing compensation for additional services (3rd Amendment)	12/19/2023 - 12/31/2025	$ (20,000.00)
4th Amendment - 2	Extending Business License Processing Services	12/19/2023 - 06/30/2027	$ 160,000.00 +CPI
4th Amendment - 3	Sales and Use Tax Management Services	09/16/2025 - 06/30/2027	$ 13,500.00 +CPI
4th Amendment - 4	TOT Audit	09/16/2025 - 06/30/2027	$ 25,000.00 +CPI
			$ 451,500.00 +CPI
4th Amendment - 5	Sales and Use Tax Audit Services	09/16/2025 - 06/30/2027	15% of One-time revenue collected
4th Amendment - 6	Business License Tax Discovery /Compliance Audits	09/16/2025 - 06/30/2027	35% of One-time revenue collected
4th Amendment - 7	Business License Tax Collections	09/16/2025 - 06/30/2027	25% of One-time revenue collected

<u>Business License Discovery and Compliance Audit Program</u>

The purpose of the Audit is to:

- Ensure equitable enforcement of the Town's business license ordinance.
- Identify unlicensed or underreported businesses.
- Improve the accuracy of business license data.
- Educate the business community on compliance requirements.
- Enhance General Fund revenue through fair and consistent application of the Municipal Code.

Amnesty Program:
To help business achieve compliance, staff recommends that the Town develop an amnesty program where penalty fees are waived if the full amount of back taxes owed over the last three years are paid within 90 days of notification. It is considered best practice to allow each business 90 days to achieve compliance without penalties. This approach provides flexibility for the community and the Town. HdL will notify businesses using multiple communications such as phone, email, and mail. Each business will receive at least a monthly follow-up by one or more of these communication mediums. HdL will attempt to rectify any delinquent accounts in the Town and reach out to any unlicensed business on a regular basis. The first part of the process, characterized as the "working phase," during which HdL is actively sending out notices and receiving heavy responses, may last approximately two years. Then, HdL will enter the "maintenance phase," striving to maintain a healthy level of compliance and activity. HdL has successfully assisted nearby cities with similar programs, including East Palo Alto, San Mateo, Benecia, and Gilroy.

To proceed with such a program, staff recommends that Council approve a resolution to waive late fee penalties during the first phase of the audit, allowing each business 90 days to achieve compliance from the start of identifying the business as non-compliant.

Potential Concerns:
The Town anticipates several potential concerns from the business community regarding business license enforcement and audits, as HdL preliminarily estimates potentially 1,000 businesses may be contacted through this process. These include a lack of awareness about licensing requirements, frustration over retroactive billing or potential penalties, and disputes about revenue reporting or business classification. Many businesses may also express frustration over the administrative burden, citing time constraints and paperwork as barriers to compliance.

As the Town of Los Gatos implements its Audit Programs, several business types may raise questions or concerns due to past enforcement practices or perceived exemptions. Some common business types are described as follows.

- Commercial rental properties are fully taxable under the Town's business license code, despite historical gaps in enforcement, and should be treated as such to ensure consistency and fairness.
- Home-based businesses, while often small in scale, are also subject to taxation unless they qualify for exemptions based on gross receipts, as outlined in the Town Code Section 14.10.030.
- Lastly, transient businesses that operate in a temporary location in the Town, do not have a permanent physical presence, or do business for a short period of time, are required to obtain a business license and comply with the local tax ordinance, even if their operations are brief. The goal is to ensure fairness and regulatory compliance among all businesses, whether permanent or temporary.

To address these concerns and promote voluntary compliance, the Town recommends a series of mitigation strategies. These include providing information on the Town's website, reaching out to the Chamber of Commerce, and providing personalized support through HdL to improve awareness. The 90-day amnesty program will help ease financial strain by waiving penalties for timely payment. Staff will begin the outreach effort after the Council authorizes the start of the audit process.

Business License is not Authorization to Operate:
Issuance of a business license does not constitute land use approval or legal authorization to operate. The Town of Los Gatos business license tax is a revenue measure and is not regulatory in nature. It is intended solely to generate revenue for municipal services and does not imply that a business is in compliance with zoning, building, or other applicable regulations. All businesses are responsible for ensuring they meet the Town's planning, zoning, and permitting requirements before commencing operations. Possession of a business license does not exempt a business from enforcement actions if it is found to be operating in violation of Town codes.

Town is taking a balanced approach with businesses to encourage compliance

When businesses are identified as operating without a business license during the discovery process, HdL will work with them within a 90-day period to ensure compliance with past business license taxes. After the business license taxes are paid, the Town will also validate the use and the zoning requirements. If the Town identifies that the business is operating without proper planning approvals or in violation of zoning regulations, the business owner will be notified through the HdL business license portal, clearly outlining the specific planning or zoning requirements that are not being met. This communication will include guidance on how to bring the business into compliance, such as applying for the appropriate permits, modifying operations, or relocating if necessary. At that time, the businesses also have to pay all applicable planning fees. The Town will also offer access to planning staff or resources to help the business understand the process and requirements. In cases where the business is unaware of the violation, education and support can go a long way in fostering cooperation. However, if a business is unwilling to comply after being given a reasonable time and assistance, the Town may need to pursue enforcement actions in accordance with the municipal code. Throughout the process, maintaining transparency, fairness, and open communication will help ensure that planning regulations are upheld while minimizing disruption to the business community.

Transient Occupancy Tax (TOT) Audit Program

Staff is proposing to start its Transient Occupancy Tax (TOT) Audit Program in collaboration with HdL Companies to ensure that all lodging providers are accurately reporting and remitting TOT in accordance with local regulations. This initiative is designed not only to enforce compliance but also to educate businesses, promote fairness, and recover any underreported revenues through a transparent and supportive process.

At the heart of the program is a commitment to fairness and education. HdL will begin by reviewing the Town's existing TOT ordinance and administrative procedures to identify areas for improvement. This may include updating filing forms, clarifying ordinance language, and adopting best practices to enhance enforcement and ease of compliance. Following this, HdL will conduct a detailed analysis of the past 36 months of TOT filings, cross-referencing reported data with operational indicators such as room counts and occupancy rates to identify any discrepancies or anomalies.

Based on this analysis, HdL will present a report to the Town recommending specific lodging providers for audit, using risk-based criteria. Once the Town approves the audit list, selected providers will be notified and given clear instructions, access to support resources, and flexible scheduling options. The audits themselves will involve a thorough review of financial records, including gross receipts, exemptions, and bank statements, to verify compliance.

After the audits are completed, HdL will prepare a comprehensive Compliance Report for the Town, outlining findings and recommended actions. Lodging providers found to be non-compliant will receive detailed deficiency notices and instructions for payment or appeal, while those in full compliance will be recognized with commendation letters. HdL will also assist the Town in issuing invoices and managing collections for any underreported taxes.

CONCLUSION:

Staff recommends that the Town Council authorize the Town Manager to execute the Fourth Amendment with HdL, and approve a resolution waiving business license late fee penalties for businesses undergoing the business license discovery and compliance audit process, with the approval of both items initiating proposed audit efforts.

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

Attachments:
1. Fourth Amendment with HdL Companies
2. Third Amendment with HdL Companies
3. Second Amendment with HdL Companies
4. First Amendment with HdL Companies
5. Original Agreement with HdL Companies
6. Draft Resolution

4th AMENDMENT TO AGREEMENT

This AMENDMENT TO AGREEMENT is dated for identification this September 16, 2025 and amends that certain agreement for business license tax consulting services dated 04/05/2022, made by and between the Town of Los Gatos, ("Town,") and Hinderliter de Llamas & Associates dba HdL Companies, a California Corporation].(“Consultant.”)

RECITALS

A. Town and Consultant entered into a business license tax consulting services Agreement on April 5th 2022, (“Agreement”), a copy of which is attached hereto and incorporated by reference as Attachment 5 to this Amendment.

B. Town and Consultant entered into a first amendment for business license tax consulting services Agreement on September 30th 2022, (“1st Amendment”), a copy of which is attached hereto and incorporated by reference as Attachment 4 to this Amendment

C. Town and Consultant entered into a second amendment for business license tax consulting services Agreement on December 19th 2023, (“2nd Amendment”), a copy of which is attached hereto and incorporated by reference as Attachment 3 to this Amendment.

D. Town and Consultant entered into a third amendment for business license tax consulting services Agreement on April 2nd 2024 (“3rd Amendment”), a copy of which is attached hereto and incorporated by reference as Attachment 2 to this Amendment.

AMENDMENT

1. Section 2.1, “Scope of Services” is amended to add the additional services described Exhibit A attached to this Amendment.

2. Section 2.2, “Term and Time of Performance” is amended as follows: This contract will remain in effect until June 30, 2027.

3. Section 2.6, “Compensation," is amended to read as follows:

    a. The total compensation is increased by $193,500 plus an annual CPI (Consumer Proce Index) adjustment effective July 1st annually.
    b. This increase includes the cost of the new added service and a $20,000 reduction in the cost of services from the Third Amendment (reduced from $40,000 to $20,000).
    c. The new total not to exceed amount for the Agreement is $451,500 plus CPI. Payment will be made upon Town approval of each completed task.
    d. This not to exceed total does not include fees for Business License Discovery, Compliance, and Delinquency Tax Collection services, which are based on a percentage of revenue recovered as set forth in the table below.

ATTACHMENT 1

Tax and Fee Services (Bundled w/Sales Tax)

Service	Compensation
Business License Tax Discovery/Compliance/Audits*	35% of One-Time Revenues Collected
Business License Tax Collections*	25% of One-Time Revenues Collected
TOT Audits*	$5,000.00 per property, per year + CPI
Sales & Tax Use Audit Services^	15% of Revenues Collected
Sales & Use Tax Management Services^	$450 per month + CPI

**Pricing is contingent on a bundled service discount*
^For more information see separate Sales Tax proposal

Payment transactions are subject to typical payment processing and returned payment fees. HdL supports both agency funded (fees paid by City) and convenience fee (fees paid by taxpayer) models.

3. All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Town and Consultant have executed this Amendment.

Town of Los Gatos

By: _____

Chris Constantin, Town Manager

Approved as to Consent:

By: _____

Robert Gray, Vice President

Department Approval:

_____
Gitta Ungvari
Finance Director

Approved as to Form:

_____
Gabrielle Whelan, Town Attorney

_____

Exhibit A

Business License Tax and Fees Compliance

Consultant will provide the following Services relative to Client's business license tax administration:

1. **Compliance Services:** 1) Identify and register businesses which are subject to licensure or taxation, 2) collect known debt as pertains to business license or tax, and 3) identify under-reported tax liability.
   1.1. **Discovery Services**
      1.1.1. Develop a list of businesses subject to Client licensure or taxation.
      1.1.2. Notify non-compliant businesses of their options to comply or dispute their non-compliant status. Notification and support to businesses will be facilitated through the website, mail, email, phone and fax.
      1.1.3. Review information and forms submitted by the business for completion and accuracy, inclusive of any additional required documentation (i.e. home occupation permit). All submissions are filed and stored electronically and made available to Client upon request.
      1.1.4. Provide businesses with detailed invoicing and options to pay via website, mail, and phone.
      1.1.5. Remit revenue to Client no less than monthly, along with all business applications and any additional documentation.
   1.2. **Collection Services**
      1.2.1. Identify businesses subject to Client licensure or taxation which have known debt to Client and have failed to pay within an appropriate time frame.
      1.2.2. Notify businesses of their options to comply or dispute their non-compliant status.
      1.2.3. Provide businesses with detailed invoicing and options to pay via website, mail and phone.
      1.2.4. Remit revenue to Client no less than monthly.
   1.3. **Audit Services**
      1.3.1. Identify potential under-reporting and/or misclassified businesses.
      1.3.2. Audit businesses mutually agreed to by Client and Consultant that are identified as potential under-reporting businesses.
      1.3.3. Submit audit summaries to Client and discuss further actions.
      1.3.4. Educate businesses on proper reporting practices.
      1.3.5. Invoice and collect identified deficiencies.
2. **Online Payment Processing** – Consultant's services include PCI compliant payment processing services which supports both credit card and eCheck transactions.
   2.1. Client Responsibilities
      2.1.1. As a condition to its receipt of the Service, Client shall execute and deliver any and all applications, agreements, certifications or other documents required by Consultant's payment processor, Networks or other third parties whose consent or approval is necessary for the processing of Transactions by Consultant's payment processor. "Network" is an entity or association that operates, under a common service mark, a system which permits participants to authorize, route, and settle Transactions among themselves, including, for example, networks operated by VISA USA and Mastercard, Inc., NYCE Corporation, American Express, and Discover.

2.1.2. Client hereby grants Consultant the full right, power and authority to request, receive and review any Data or records reflected in a Transaction report. Client represents and warrants that it has the full right and authority to grant these rights.

Transient Occupancy Tax Audits

Consultant will provide the following Services relative to Client's transient occupancy tax administration:

3. Audit Services

3.1. Analyze Client transient occupancy tax ordinance and business procedures, and recommend possible improvements or best practices for processes, form design, and ordinance.

3.2. Analyze lodging provider data and review analysis findings with Client. Analysis will include the most recent thirty-six (36) months of tax filings along with supplemental data as available (including number of rooms, occupancy rate, physical condition, and business dynamics).

3.3. Recommend lodging providers who merit additional investigation or examination to determine their compliance with Client's ordinance.

3.4. Lodging providers identified by Consultant and approved by Client for audit are scheduled for a compliance analysis audit.

3.5. Review records of the lodging provider for information related to compliance with Client regulations (including endeavoring to validate taxable gross rents, exemptions, bank statements, daily/monthly summaries, and other relevant compliance-related information). Supporting documentation for relevant items such as exemptions will also be reviewed.

3.6. Generate lodging provider compliance report (including results of the compliance analysis audit and recommended actions). Review report with Client and determine next steps.

3.7. Notify deficient lodging providers of the findings as well as instructions for payment and appeal processes. Schedule appointments with lodging providers to review findings and educate regarding proper filing procedures in order to prevent future errors and deficiencies.

3.8. Send compliant lodging providers a letter of commendation, thanking them for their cooperation and compliance.

3.9. Invoice lodging providers found to be underreporting through the standard Client approved collections process.

Sales & Use Tax Services

4. Sales and Use Tax and Economic Analysis/Forecasting Services/Reports

4.1. Establish a special database identifying the name, address, and quarterly allocations of all sales tax producers within the Town. This database will be utilized to generate special reports to Town on major sales tax producers by rank and category, sales tax activity by categories, or business districts, identification of reporting aberrations, and per capita and outlet comparisons with regional and statewide sales.

4.2. Provide periodic updated reports to Town identifying changes in sales by individual businesses, business groups and categories, and by geographic area. These reports may include, without

limitation, quarterly aberrations due to State audits, fund transfers, and receivables, along with late or double payments, and quarterly reconciliation worksheets to assist with budget forecasting. Consultant shall meet quarterly by in person or virtually with Town.

4.3. Shall additionally provide following each calendar quarter a summary analysis for Town to share with Council Members, Chamber of Commerce, other economic development interest groups and the public that analyze Town's sales tax trends by major groups and geographic areas without disclosing confidential individual tax records.

4.4. Establish a special database with California Department of Tax and Fee Administration ("CDTFA") registration data for businesses within applicable district boundaries holding seller's permit accounts.

4.5. Periodically license for the limited, non-exclusive, non-transferable use by Town's staff certain of Consultant's web-based sales, use and/or transactions tax program(s) containing sellers permit, registration, allocation and related information for business outlets within Town's jurisdiction registered with the CDTFA.

4.6. Provide periodic updated reports endeavoring to identify and assist with budget forecasting (i) changes in allocation totals by individual businesses, business groups and categories, and (ii) aberrations due to State audits, fund transfers, and receivables, along with late or double payments.

5. Allocation and Audit Recovery Services

5.1. Conduct (when mutually agreed with Town) initial and on-going sales and use tax audits of businesses to help identify and correct distribution and allocation errors, and to proactively affect favorable registration, reporting or formula changes thereby generating previously unrealized sales and use tax income for the Town and/or recovering misallocated tax from registered taxpayers. Common errors that will be monitored and corrected include but are not limited to: transposition errors resulting in misallocations; erroneous consolidation of multiple outlets; formula errors; misreporting of "point of sale" to the wrong location; delays in reporting new outlets; misallocating use tax payments to the allocation pools or wrong jurisdiction; and erroneous fund transfers and adjustments.

5.2. Initiate contacts with the CDTFA and sales management and accounting officials in companies that have businesses where a probability of error exists to endeavor to help verify whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner.

5.3. Prepare and submit to the CDTFA information for the purpose of correcting any identified allocation errors, and follow-up with individual businesses and the CDTFA to promote recovery by the Town of back or prospective quarterly payments that may be owing.

5.4. If, during the course of its audit, Consultant finds businesses located in the Town's jurisdiction that are properly reporting sales and use tax but have the potential for modifying their operation to provide an even greater share to Town, Consultant may so advise Town and collaborate with those businesses and Town to encourage such changes.

6. Consulting and Other Optional Services

Consultant may from time to time in its sole discretion, consult with Town's staff, including without limitation, regarding (i) technical questions and other issues related to sales and use tax, (ii) utilization of reports to enhance business license collection efforts; (iii) sales tax projections for proposed annexations, economic development projects and budget planning, (iv) negotiating/review of tax sharing agreements, (v) establishing purchasing corporations, (vi) meeting with taxpayers to encourage self-assessment of tax obligations, and (vii) other sales and use tax revenue-related matters.

FEES
Business License Tax and Fees Compliance

7. Compliance Services

7.1. Fees for performing compliance Services apply to all monies received for the current tax/license period and any other prior period collected (including monies received for taxes, penalties, interest, and fees).

7.1.1. Fees for performing discovery Services shall be a contingency Fee of 35% of the revenues received as a result of the Services.

7.1.2. In the event that Client discovers a non-compliant business and reports the business to Consultant (including a calculation of all taxes/fees due), Consultant will categorize the business as a collection service effort and thus apply the lower collection Services contingency Fee rate.

7.1.3. Fees for performing collection Services shall be a contingency Fee of 25% of the revenues received as a result of the Services.

7.1.4. Fees for performing audit Services shall be a contingency Fee of 35% of the revenues received as a result of the Services.

7.2. Consultant recognizes Client's authority to waive or reduce the tax/fee debt of a business. Should Client decide to do so for a business whose deficiency was identified by Consultant, Consultant shall be entitled to compensation in the amount of one half (1/2) of the Fees Consultant would have otherwise earned. Deficiencies which are uncollectable due to insolvency or dissolution of the business, or for deficiencies which are otherwise incapable of collection (i.e. statute of limitation or other legal defense) shall not be considered a Client voluntary election to waive, and thus, Consultant would not be entitled to compensation related thereto under this provision.

7.3. The fee shall be paid notwithstanding any related Client assistance, work in parallel, and/or incurrence of attorneys' fees or other costs or expenses in connection, with the relevant Services.

7.4. Fees related to travel and lodging expenses are billed at cost and applied to all meetings (including implementation, training, operations, and support). Travel expenses only apply to out of scope travel and must therefore be pre-approved by Client.

7.5. Fees will be invoiced monthly to Client for Services performed during the prior month. Fees will be netted out of Client's monthly revenue disbursement. Client will submit payment for any balance due to Consultant within 30 days of receiving the invoice.

8. Payment Processing – Consultant will configure payment processing services to utilize either a taxpayer funded model (convenience fee) or Client funded model, as directed by Client. Client may

switch between these models upon written request to Consultant. Fees for each of these payment processing models are detailed here.

8.1. Taxpayer funded model – Client authorizes Consultant to collect each convenience fee from the taxpayer at time of payment.
  8.1.1. Credit and debit card processing – 2.9% of transaction amount, minimum of $2.00
  8.1.2. ACH/eCheck processing - $2.50 per transaction

8.2. Client funded
  8.2.1. Credit and debit card processing – 2.9% of transaction amount
  8.2.2. ACH/eCheck processing - $0.75 per transaction

8.3. Returned payments/NSF fee – Each occurrence of a card chargeback, returned payment or insufficient funds will incur a fee of $25.00, to be applied to the taxpayers account.

8.4. Consultant reserves the right to review and adjust pricing related to payment processing services on an annual basis. Consultant will communicate any such adjustment to Client in writing, with 60 days advance notice. Items that will be considered in the review of fees may include, but are not limited to: regulatory changes, card association rate adjustments, card association category changes, bank/processor dues and assessments, average consumer payment amounts, card type utilization, and costs of service.

Transient Occupancy Tax Audits

9. Audit Services

9.1. Fees for performing audit Services are $5,000.00 per property.
  9.1.1. Fees will be increased as of January 1st of each calendar year with reference to the 12-month percent change in the most recently published annual Consumer Price Index for All Urban Consumers (CPI-U), West Region, as reported by the U.S. Bureau of Labor Statistics (the "CPI Change"). Each annual increase in the Fees will be equal to the greater of two percent (2%) or the actual CPI Change and the lesser of ten percent (10%) or the actual CPI Change. For example, if the actual CPI Change is 1.5%, then the annual increase will be 2%, if the actual CPI Change is 3.5%, then the annual increase will be 3.5%, and if the actual CPI Change is 12%, then the annual increase will be 10%.

9.2. Fees for any travel and lodging expenses will be billed at cost and applied to all meetings (including implementation, training, operations and support), subject to prior written authorization from the Town..

9.3. Fees will be invoiced monthly to Client for Services performed during the prior month. Client will submit payment for any balance due to Consultant within 30 days of receiving the invoice.

Sales & Use Tax Services

10. Sales and Use Tax and Economic Analysis/Forecasting Services/Reports

10.1. Fees for performing the sales tax and economic analysis/forecasting Services as described above shall initially be **$450** per month, commencing with the month of the Effective Date (hereafter referred to as "monthly fee"). The monthly fee shall be invoiced quarterly in arrears and shall be paid by Town no later than 30 days after the invoice date.

10.2. Consultant will increase the non-hourly Fees established above once a year with reference to the 12-month percent change in the most recently published annual Consumer Price Index for All Urban Consumers (CPI-U), as reported by the U.S. Bureau of Labor Statistics (the "CPI Change").

11. Allocation and Audit Recovery Services

11.1. Fees for performing the allocation and audit recovery Services described above shall be **15%** of all new, increased and recovered sales and use tax revenue received by the Town as a result, in whole or in part, of the allocation audit and recovery services (hereafter referred to as "audit fee"). The fee shall be paid notwithstanding any related Town assistance, work in parallel, and/or incurrence of attorneys' fees or other costs or expenses in connection, with the relevant Services.

11.2. The Fee described above include, without limitation, State fund transfers received for back quarter reallocations and monies received in the first eight (8) consecutive reporting quarters following completion of Consultant's allocation audit and confirmation of the corrections by the CDTFA.

11.3. These Fees shall be paid by Town upon Consultant's submittal of evidence of Consultant's relevant Services in support thereof, including, without limitation, copies of relevant communications between Consultant and the CDTFA and/or taxpayers.

11.4. Consultant recognizes Town's authority to waive or reduce the tax/fee-related debt of a business. Should Town decide to do so for a business whose deficiency was identified by Consultant, Consultant shall be entitled to compensation in the amount of one half (1/2) of the Fees Consultant would have otherwise earned. Deficiencies which are uncollectable due to insolvency or dissolution of the business, or for deficiencies which are otherwise incapable of collection (i.e., statute of limitation or other legal defense) shall not be considered a Town voluntary election to waive, and thus, Consultant would not be entitled to compensation related thereto under this provision.

12. Consulting and Other Optional Services

12.1. Fees for performing the consulting and other optional Services described above shall be based on the following initial hourly rates: (i) Principal - $325; (ii) Programmer - $295; (iii) Senior Analyst - $245; and (iv) Analyst - $195.

12.2. Consultant may change the rates for its hourly Fees from time to time. A 30 days' prior written notice to Town will be given.

13. General Provisions Relating to Fees

13.1. Fees for travel and lodging expenses will be invoiced at cost and applied to all meetings (including implementation, training, operations, and support). Travel expenses only apply to out of scope travel and must therefore be pre-approved by Town.

13.2. Fees will be invoiced monthly to Town for Services performed during the prior month. To the extent that Consultant has commercially reasonable means to do so, Fees will be netted out of Town's monthly revenue disbursement.

8. Confidentiality Information

Section 7056 of the State of California Revenue and Taxation Code ("R&T Code") specifically limits the disclosure of confidential taxpayer information contained in the records of the CDTFA. Section 7056 specifies the conditions under which a Town, county or district may authorize persons other than such Town, county or district's officers and employees to examine state sales and use tax records.

The following conditions specified in Section 7056-(b)(1) of the State of California R&T Code are hereby made part of this Agreement:

8.1. Consultant is authorized by this Agreement to examine sales, use or transactions and use tax records of the CDTFA provided to Town pursuant to contract under the Bradley-Burns Uniform Local Sales and Use Tax Law R&T Code Section 7200 et.seq.

8.2. Consultant is required to disclose information contained in, or derived from, those sales or transactions and use tax records only to an officer or employee of Town who is authorized by Town resolution provided to the CDTFA to examine the information.

8.3. Consultant is prohibited from performing consulting services for a retailer (as defined in R&T Code Section 6015), during the term of this agreement.

8.4. Consultant is prohibited from retaining the information contained in or derived from those sales, use or transactions and use tax records after this agreement has expired. Information obtained by examination of the CDTFA records shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the Town as set forth by resolution adopted pursuant to Section 7056 (b) of the Revenue and Taxation Code. The resolution shall designate the Consultant as a person authorized to examine sales and use tax records and certify that this agreement meets the requirements set forth above and in Section 7056 (b), (1) of the Revenue and Taxation Code.

9. Software Use and Proprietary Information

Software Use. Consultant hereby provides authorization to Town to access Consultant's Sales Tax website if Town chooses to subscribe to the software and reports option. The website shall only be used by authorized Town staff. No access will be granted to any third party without explicit written authorization by Consultant. Town shall not sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of said software. The software use granted hereunder shall not imply ownership by Town of said software, or any right of Town to sell said software or the use of same, or any right to use said software for the benefit of others. This software use authorization is not transferable. Upon termination or expiration of this Agreement, the software use authorization shall expire, and all Town staff website logins shall be de-activated.

Proprietary Information. As used herein, the term "proprietary information" means all information or material that has or could have commercial value or other utility in Consultant's business, including without limitation: Consultant's (i) computer or data processing programs; (ii) data processing applications, routines, subroutines, techniques or systems; desktop or web-based software; (iii) business processes; (iv) marketing plans, analysis and strategies; and (v) materials and techniques used; as well as the terms and conditions of this Agreement. Except as otherwise required by law, Town shall hold in confidence and shall not use (except as expressly authorized by this Agreement) or disclose to

any other party any proprietary information provided, learned of or obtained by Town in connection with this Agreement. The obligations imposed by this Section shall survive any expiration or termination of this Agreement or otherwise. The terms of this Section shall not apply to any information that is public information or is a public record pursuant to the state Public Records Act..

3rd AMENDMENT TO AGREEMENT

This AMENDMENT TO AGREEMENT is dated for identification this 2nd day of April, 2024 and amends that certain agreement for business license tax consulting services dated 04/05/2022, made by and between the Town of Los Gatos, ("Town,") and HdL Companies.(“Consultant.”)

RECITALS

A. Town and Consultant entered into a business license tax consulting services Agreement on April 5th 2022, (“Agreement”), a copy of which is attached hereto and incorporated by reference as Attachment 2 to this Amendment.

B. Town and Consultant entered into a first amendment for business license tax consulting services Agreement on September 30th 2022, (“1st Amendment”), a copy of which is attached hereto and incorporated by reference as Attachment 3 to this Amendment

C. Town and Consultant entered into a second amendment for business license tax consulting services Agreement on December 19th 2023, (“2nd Amendment”), a copy of which is attached hereto and incorporated by reference as Attachment 4 to this Amendment.

AMENDMENT

1. Section 2.1, “Scope of Services” is amended to include the additional services described in the statement of work sent to the Town on March 25, 2024, which is hereby incorporated by reference and attached as Attachment 1 to this Amendment.

2. Section 2.6, “Compensation," is amended to add the following paragraph: Compensation shall be increased by $40,000 for the additional services for a total agreement not to exceed $273,000.00. Of the additional $40,000 compensation, an initial payment of $20,000 shall be due within 30 days of contract amendment execution date. A second payment of $20,000 shall be made after the work is complete. The total cost does not include any training or related travel expenses. Payment shall be based upon Town approval of each task.

3. All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Town and Consultant have executed this Amendment.

Town of Los Gatos

By: _____
Laurel Prevetti, Town Manager

Approved as to Consent:

By: _____
Robert Gray, CIO HdL Companies

Department Approval:

_____

Gitta Ungvari
Finance Director

Approved as to Form:

_____

Gabrielle Whelan, Town Attorney

Attest:

_____

Wendy Wood, CMC, Town Clerk

DocuSign Envelope ID: 8DEF6612-B9EC-43AD-B36C-4E2F60DD5CC4

2nd AMENDMENT TO AGREEMENT

This AMENDMENT TO AGREEMENT is dated for identification this 19th day of December, 2023 and amends that certain agreement for business license tax consulting services dated 04/05/2022, made by and between the Town of Los Gatos, ("Town,") and HdL Companies.("Consultant.")

RECITALS

A. Town and Consultant entered into a business license tax consulting services Agreement on April 5th 2022, ("Agreement"), a copy of which is attached hereto and incorporated by reference as Attachment 1 to this Amendment.
B. Town and Consultant entered into a first amendment for business license tax consulting services Agreement on September 30th 2022, ("1st Amendment"), a copy of which is attached hereto and incorporated by reference as Attachment 2 to this Amendment.

AMENDMENT

1. 2.2 Term and Time of Performance: This contract will remain in effect until December 31, 2025.

2. 2.6 Compensation: Compensation for Consultant's professional services shall be increased by $70,000 annually for a total agreement not to exceed $233,000.00. Payment shall be based upon Town approval of each task.

3. All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Town and Consultant have executed this Amendment.

Town of Los Gatos

DocuSigned by:
By: L Prevetti
Laurel Prevetti, Town Manager

Approved as to Consent:

DocuSigned by:
By: Robert Gray
Robert Gray, CIO HdL Companies

Department Approval:

DocuSigned by:
Gitta Ungvari
Gitta Ungvari
Finance Director

DocuSign Envelope ID: 8DEF6612-B9EC-43AD-B36C-4E2F60DD5CC4

Approved as to Form:

DocuSigned by:
Gabrielle Whelan
EFD6736A5534428...
Gabrielle Whelan, Town Attorney

Attest:

DocuSigned by:
Wendy Wood
BF0EBCBE2C214F8...
Wendy Wood, CMC, Town Clerk

1st AMENDMENT TO AGREEMENT

This AMENDMENT TO AGREEMENT is dated for identification this 30th day of September 2022 and amends that certain agreement for business license tax consulting services dated April 5th, 2022, made by and between the Town of Los Gatos, ("Town,") and HdL Companies.("Consultant.")

RECITALS

A. Town and Consultant entered into a business license tax consulting services Agreement on April 5th, 2022, ("Agreement"), a copy of which is attached hereto and incorporated by reference as Attachment 2 to this Amendment.

AMENDMENT

1. 2.1 Scope of Services: Consultant shall also provide services as described in that proposal sent to the Town on September 27th, 2022, which is hereby incorporated by reference and attached as Attachment 1.

2. 2.2 Term and Time of Performance: This contract will remain in effect until December 31, 2023.

3. 2.6 Compensation: Compensation for Consultant's professional services shall be increased by $73,000 for a total agreement not to exceed $93,000. Payment shall be based upon Town approval of each task.

4. 3.4 Indemnification: In no event will Consultant be liable for any Town monies not received by Consultant, or any special, incidental, or consequential damages of any nature. Consultant's duty to indemnify and hold harmless Town shall not apply to claims for liability which arise from the issuance or non-issuance of any registration, license, permit, or exemption.

4. All other terms and conditions of the Agreement remain in full force and effect.

DocuSign Envelope ID: 89811897-184C-4B6D-A812-DD9A9EE44240

IN WITNESS WHEREOF, the Town and Consultant have executed this Amendment.

Town of Los Gatos

DocuSigned by:
By: Laurel Prevetti
853FEEA2EB39470...
Laurel Prevetti, Town Manager

Approved as to Consent:

DocuSigned by:
By: Robert Gray
D4C862557876418...
Robert Gray, CIO HdL Companies

Department Approval:

DocuSigned by:
Gitta Ungvari
8007F92FD1084FF...
Gitta Ungvari
Interim Finance Director

Approved as to Form:

DocuSigned by:
Gabrielle Whelan
EFD0738A5534428...
Gabrielle Whelan, Town Attorney

Attest:

DocuSigned by:
Wendy Wood
BF0EBCBE2C214F8...
Wendy Wood, CMC, Town Clerk

DocuSign Envelope ID: 89811897-184C-4B6D-A812-DD9A9EE44240

Hinderliter De Llamas & Associates
Tax and Fee Administration Services and Fees
Business License Tax and Fees
Town of Los Gatos

SCOPE OF SERVICES

Consultant will provide the following Services relative to Client's business license tax administration.

1. **Operations Management Services**
   - 1.1. Establish and maintain database of Client businesses.
   - 1.2. Receive and process applications, renewals and payments in a timely fashion.
   - 1.3. Send renewal notices to active businesses within 30 days of the renewal period end date or at another interval specified by Client.
   - 1.4. Provide businesses multiple options for submitting applications, renewals, payments, or support requests (including via website, email, mail, phone, and fax. Consultant license specialists will be available for live interactions Monday through Friday, 8:00am to 5:00pm Pacific).
   - 1.5. Remit revenue to Client no less than monthly.
   - 1.6. Provide Client staff access to website portal offering business registry inquiry, reporting, and electronic department approval capabilities.
2. **Online Payment Processing** – Consultant's services include PCI compliant payment processing services powered by FIS Global, which supports both credit card and eCheck transactions.
   - 2.1. Client Responsibilities
     - 2.1.1. As a condition to its receipt of the Service, Client shall execute and deliver any and all applications, agreements, certifications or other documents required by FIS Global, Networks or other third parties whose consent or approval is necessary for the processing of Transactions by FIS Global. "Network" is an entity or association that operates, under a common service mark, a system which permits participants to authorize, route, and settle Transactions among themselves, including, for example, networks operated by VISA USA and Mastercard, Inc., NYCE Corporation, American Express, and Discover.
     - 2.1.2. Client hereby grants Consultant the full right, power and authority to request, receive and review any Data or records reflected in a Transaction report. Client represents and warrants that it has the full right and authority to grant these rights.

FEES

3. **Operations Management Services**
   - 3.1. Fees for performing operations management Services shall be $17.00 for each processed account, which is any account for which an application or renewal/return was processed, or active account which was sent a renewal notice.

     4.1.1 One-time project implementation fee of $5,000.00.

   - 3.2. Fees will be increased as of January 1st of each calendar year with reference to the 12-month percent change in the most recently published annual Consumer Price Index for All Urban Consumers (CPI-U), West Region, as reported by the U.S. Bureau of Labor Statistics (the "CPI Change"). Each annual increase in the Fees will be equal to the greater of two percent (2%) or the actual CPI Change and the lesser of ten percent (10%) or the actual CPI Change. For example, if the actual CPI Change is 1.5%, then the annual increase will be 2%, if the actual CPI Change is 3.5%, then the annual increase will be 3.5%, and if the actual CPI Change is 12%, then the annual increase will be 10%.

DocuSign Envelope ID: 89811897-184C-4B6D-A812-DD9A9EE44240

3.3. Fees related to travel and lodging expenses are billed at cost and apply to all meetings (including implementation, training, operations and support). Travel expenses only apply to out-of-scope travel and must therefore be pre-approved by Client.

3.4. Fees will be invoiced monthly to Client for Services performed during the prior month. Fees will be netted out of Client's monthly revenue disbursement. Client will submit payment for any balance due to Consultant within 30 days of receiving the invoice.

3.5. Fees related to travel and lodging expenses are billed at cost and applied to all meetings (including implementation, training, operations, and support). Travel expenses only apply to out-of-scope travel and must therefore be pre-approved by Client.

3.6. Fees will be invoiced monthly to Client for Services performed during the prior month. Fees will be netted out of Client's monthly revenue disbursement. Client will submit payment for any balance due to Consultant within 30 days of receiving the invoice.

4. **Payment Processing** – Consultant will configure payment processing services to utilize either a taxpayer funded model (convenience fee) or Client funded model, as directed by Client. Client may switch between these models upon written request to Consultant. Fees for each of these payment processing models are detailed here.

4.1. Taxpayer funded model – Client authorizes Consultant to collect each convenience fee from the taxpayer at time of payment.

4.1.1. Credit and debit card processing – 2.9% of transaction amount, minimum of $2.00

4.1.2. ACH/eCheck processing - $1.25 per transaction

4.2. Client funded

4.2.1. Credit and debit card processing – 2.9% of transaction amount

4.2.2. ACH/eCheck processing - $0.50 per transaction

4.3. Returned payments/NSF fee – Each occurrence of a card chargeback, returned payment or insufficient funds will incur a fee of $25.00, to be applied to the taxpayer's account.

4.4. Consultant reserves the right to review and adjust pricing related to payment processing services on an annual basis. Consultant will communicate any such adjustment to Client in writing, with 60 days advance notice. Items that will be considered in the review of fees may include, but are not limited to: regulatory changes, card association rate adjustments, card association category changes, bank/processor dues and assessments, average consumer payment amounts, card type utilization, and costs of service.

DocuSign Envelope ID: 28C5120E-DCE7-4016-9B02-155715332E7C

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on 04/05/22 by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and HdL Companies, ("Consultant"), whose address is 120 S. State College Blvd., Suite 200 Brea, CA 92821. This Agreement is made with reference to the following facts.

I. RECITALS

1.1 The Town desires to engage Consultant to provide business license tax consulting services.

1.2 The Consultant represents and affirms that it is willing to perform the desired work pursuant to this Agreement.

1.3 Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges Town has relied upon these warranties to retain Consultant.

II. AGREEMENTS

2.1 Scope of Services. Consultant shall provide services as described in that certain scope of services sent to the Town, which is hereby incorporated by reference and attached as Attachment 1.

2.2 Term and Time of Performance. This contract will remain in effect from 04/05/2022 to 01/31/23.

2.3 Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.

2.4 Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.

2.5 Information/Report Handling. All documents furnished to Consultant by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the Town's property and shall be delivered to the Town upon the completion of Consultant's services or at the Town's written request. 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 until released by the Town to the public, and

DocuSign Envelope ID: 28C5120E-DCE7-4016-9B02-155715332E7C

the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at Town's risk, unless Consultant expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.

As used herein, the term "proprietary information" means all information, techniques, processes, services or material that has or could have commercial value or other utility in Consultant's Business, including without limitation: Consultant's (i) software, computer or data processing programs; (ii) data processing applications, routines, subroutines, techniques or systems; (iii) desktop or web-based software; (iv) audit, tax or fee collection/administration or business processes, methods or routines; (v) marketing plans, analyses and strategies; and (vi) materials, techniques and intellectual property used. Except as otherwise required by law, Client must hold in confidence and may not use (except as expressly authorized by this Agreement) or disclose to any other party any proprietary information provided, learned of or obtained by Client in connection with this Agreement.

If access to any software which Consultant owns is provided to Client as part of this Agreement (including, without limitation, if Client chooses to subscribe to such software and reports option as part of the Services) (such Consultant-owned software is, collectively, the "Software"), Consultant hereby provides a limited, non-exclusive, non-transferable license to Client for the use by such of Client's staff as may be designated from time to time by Client and approved by Consultant in writing to use the Software pursuant to and during the Term of this Agreement. The Software must only be used by such authorized Client staff, and Client must not sublicense, sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of the Software. The license granted hereunder does not imply ownership by Client or any of Client's staff of the Software nor any rights of Client or any of Client's staff to sublicense, transfer or sell the Software, or rights to use the Software for the benefit of others. Client may not create (or allow the creation of) any derivative work or product based on or derived from the Software or documentation, nor modify (or allow the modification of) the Software or documentation without the prior written consent of Consultant. In the event of a breach of this provision (and without limiting Consultant's remedies), such modification, derivative work or product based on the Software or documentation is hereby deemed assigned to Consultant. Upon termination of this Agreement or this Software license, this Software license will be deemed to have expired and Client must immediately deactivate, cease using and remove, delete and destroy all the Software (including, without limitation, from Client's computers and network). Consultant warrants that the Software will perform in accordance with the Software's documentation.

DocuSign Envelope ID: 28C5120E-DCE7-4016-9B02-155715332E7C

All documents, preliminary drafts, communications and any and all other work product related to the Services and provided by Consultant to Client either in hard copy or electronically are the property of Client. This does not include any software, programs, methodologies or systems used in the creation of such work product, nor does it include any drafts, notes or internal communications prepared by Consultant in the course of performing the Services that were not otherwise provided to Client in either hardcopy or electronic form, all of which may be protected by Consultant or others' copyrights or other intellectual property. It is possible that any documents, drafts, communications or other work product provided to Client may be considered public records under applicable law and/or may be discoverable through litigation. Consultant may publicly state that it performs the Services for Client.

Subject to applicable law, Consultant is responsible for retaining all final documents and other final work product related to the Services for a period of not less than three (3) years from the date provided to Client. Retention of any other documents, preliminary drafts, communications and any and all other work product provided to Client by Consultant is the responsibility of Client. Consultant has no responsibility to retain any drafts, notes, communications, emails or other writings created or received by Client in the course of performing the Services (other than the final documents and other final work product related to the Services and provided to Client for the term of years referenced above).

2.6 Compensation. Compensation for Consultant's professional services **shall not exceed $20,000**, inclusive of all costs. Payment shall be based upon Town approval of each task.

2.7 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

Payment shall be net thirty (30) days. All invoices and statements to the Town shall be addressed as follows:

Invoices:
Town of Los Gatos
Attn: Accounts Payable
P.O. Box 655
Los Gatos, CA 95031-0655

2.8 Availability of Records. Consultant shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of the Town at the Consultant's offices during business hours upon written request of the Town.

DocuSign Envelope ID: 28C5120E-DCE7-4016-9B02-155715332E7C

2.9 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the Town.

2.10 Independent Contractor. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Consultant may perform some obligations under this Agreement by subcontracting but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Consultant agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.

2.11 Conflict of Interest. Consultant understands that its professional responsibilities are solely to the Town. The Consultant has and shall not obtain any holding or interest within the Town of Los Gatos. Consultant has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.

2.12 Equal Employment Opportunity. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do, and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

DocuSign Envelope ID: 28C5120E-DCE7-4016-9B02-155715332E7C

III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance:

i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: one million dollars ($1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.

ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars ($1,000,000) combined single limit per accident for bodily injury and property damage.

iii. Consultant shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the Town before work commences.

iv. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than $1,000,000 which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

General Liability:

i. The Town, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant. This requirement does not apply to the professional liability insurance required for professional errors and omissions.

ii. The Consultant's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

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

DocuSign Envelope ID: 28C5120E-DCE7-4016-9B02-155715332E7C

iv. The Consultant's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.

3.3 Workers' Compensation. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.

3.4 Indemnification. The Consultant shall save, keep, hold harmless and indemnify and defend the Town its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant.

Town shall save, keep hold harmless and indemnify and defend the Consultant, its officers, agents employees and volunteers from all damages, liabilities ,penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by willful or negligent act or omission by the Town, or any of Town's officers, employees, or agents or any sub-consultant.

IV. GENERAL TERMS

4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.

DocuSign Envelope ID: 28C5120E-DCE7-4016-9B02-155715332E7C

4.3 Termination of Agreement. The Town and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Consultant shall deliver to the Town all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, Town shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

4.4 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Consultant.

4.5 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.

4.6 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

Town of Los Gatos	HdL Companies
Attn: Town Clerk	120 S. State College Blvd.
110 E. Main Street	Suite 200
Los Gatos, CA 95030	Brea, CA 92821

or personally delivered to Consultant to such address or such other address as Consultant designates in writing to Town.

4.7 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.

4.8 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement.

Town of Los Gatos by:

DocuSigned by:
Laurel Prevetti 4/17/2022
853FEEA2EB39470...
Laurel Prevetti, Town Manager

Consultant, by:

DocuSigned by:
Robert Gray 4/12/2022
D4C862557876418...
Robert Gray

Recommended by:

DocuSigned by:
Stephen Conway 4/13/2022
BB783C2D2B2243B...
Stephen Conway, Finance Director

CIO
HdL Companies

Approved as to Form:

DocuSigned by:
Robert W. Schultz 4/16/2022
2FE0938555B744C...
Robert Schultz, Town Attorney

Attest:

DocuSigned by:
Shelley Neis 4/18/2022
B9666F65B1F34F6...
Shelley Neis, MMC, CPMC, Town Clerk

DocuSign Envelope ID: 28C5120E-DCE7-4016-9B02-155715332E7C

ATTACHMENT 1
Tax and Fee Administration Services and Fees
Business License Tax Ordinance/Fee Study

SCOPE OF SERVICES

Consultant will provide the following Services relative to Client's business license tax ordinance/fee study.

1. **Current Tax Registry Analysis** - HdL will conduct an analysis of the current business license ordinance and the City's tax registration database. Data will be compiled on the number of businesses, current tax revenues received by City, categories, and other related information in order to provide an accurate baseline for current models and the impact of changes.

2. **Fee Analysis and Comparative Study** - Using the data compiled from the registration analysis, as well as data compiled from other sources such as neighboring cities, HdL will prepare a report comparing the City model and best practices to those of neighboring cities. The report will assist and provide the City with guidance as to possible positive changes to its current model. The report will also include filing options, sample tax forms, and other tax administration related data/documents.

3. **Modified Tax Structure Options** - As a result of the findings of the comparison report, HdL, in conjunction with City staff will draft a series of possible business tax re-structuring options for City consideration. Options may include the proposing of gross receipt-based taxes, employee-based taxes, flat taxes or a hybrid of all mentioned options. HdL will draft potential new and detailed structures to be used in the City's new ordinance. HdL will also review and provide sample ordinance language from neighboring cities "model ordinances." The final report will include, among other things, a complete business license tax structure recommendation along with revenue and cost impacts associated with each proposed model.

FEES

4. Fees for performing operations management Services shall be a flat fee of $20,000.00 which shall be due within 30 days of Agreement execution.

4.1. Fees related to travel and lodging expenses are billed at cost and apply to all meetings (including implementation, training, operations and support). Travel expenses only apply to out-of-scope travel and must therefore be pre-approved by Client.

DocuSign Envelope ID: 28C5120E-DCE7-4016-9B02-155715332E7C

ATTACHMENT 1
Tax and Fee Administration Services and Fees
Business License Tax Ordinance/Fee Study

IN WITNESS WHEREOF, the parties hereto have entered into this Attachment 1, Scope of Work through their duly authorized representatives as of 4/17/2022, 2022.

CONSULTANT:	**CLIENT:**
Hinderliter De Llamas and Associates (HdL)	Town of Los Gatos, CA
By: DocuSigned by: Robert Gray D4C862557876418...	By: DocuSigned by: Laurel Prevetti 853FEEA2EB39470...
Its: CIO	Its: Town Manager
	DocuSigned by: Robert W. Schultz 2FE0938555B744C...
	Robert W. Schultz
	Town Attorney

RESOLUTION 2025-xx

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS GRANTING A WAIVER OF BUSINESS LICENSE LATE FEE PENALTIES FOR BUSINESSES UNDERGOING THE BUSINESS LICENSE DISCOVERY AND COMPLIANCE AUDIT PROCESS

WHEREAS, the Town of Los Gatos requires all businesses operating within the Town to obtain and maintain a valid business license in accordance with the Los Gatos Municipal Code; and

WHEREAS, the Town recognizes that businesses may, from time to time, be subject to audits conducted by the Town or its authorized agents to ensure compliance with business license tax requirements; and

WHEREAS, during the course of such audits, businesses may become aware of unintentional underreporting or late payment of business license taxes; and

WHEREAS, the Town Council desires to encourage voluntary compliance and cooperation during the audit process by providing temporary relief from late fee penalties under specific circumstances; and

WHEREAS, the Town will follow best practice and allow each business 90 days from the date of notice of noncompliance to achieve compliance without late fee penalties; and

WHEREAS, waiving late fee penalties for businesses actively participating in the audit process promotes transparency, fairness, and goodwill between the Town and the business community.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Los Gatos as follows:

1. **Waiver Authorization**

   The Town Manager or their designee is hereby authorized to waive business license late fee penalties for businesses from the date the underpayment was identified that are:

   - Actively undergoing an audit initiated by the Town or its authorized agents; and
   - Found to have underreported or delayed payment of business license taxes without evidence of willful neglect or fraud.

2. **Eligibility Criteria**

   To qualify for the waiver, a business must:

- Fully cooperate with the audit process;
- Submit all required documentation and information in a timely manner; and
- Pay all outstanding business license taxes due as determined by the audit within 90 days of receiving notice of noncompliance.

3. **Limitations**

   This resolution does not apply to:

   - Businesses found to have intentionally evaded business license tax obligations;
   - Penalties assessed prior to the effective date of this resolution unless the audit was initiated prior to that date.

4. **Effective Date**

   This resolution shall take effect immediately upon its adoption and shall remain in effect unless amended or repealed by the Town Council.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 16th day of September, 2025, by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

_____
MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

ATTEST:

_____
TOWN CLERK OF THE TOWN OF LOS GATOS

LOS GATOS, CALIFORNIA

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 09/16/2025
ITEM NO: 13

DATE: September 9, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Wildfire and Emergency Management Initiatives Update and Adopt the Updated Emergency Operations Plan**

RECOMMENDATION: Receive an update on emergency preparedness initiatives and adopt a resolution approving the updated Emergency Operations Plan (EOP).

FISCAL IMPACT:

No new fiscal impact. All commitments noted herein are funded within the $1,000,000 Emergency Management allocation the Town Council authorized in January 2025.
The table below summarizes expenditures to date, committed items, and the resulting balances.

Item	Amount
Funds Spent:	
Emergency Manager staffing and salary (FY 2024–25)	$31,413.06
Public outreach (Firewise education and mailers)	$2,709.32
Grant writing support	$5,000
Spent Total:	$39,122.38
Funds Reserved:	
Tree removal along Hilow Road (per Council direction 5-20-25)	Up to $80,000
Grant match commitments for active/pending applications (per Council direction 8-5-25)	Up to $550,000
Reserved Total:	Up to $630,000

If all match allocations are realized, an estimated $330,877.62 would remain from the original allocation. If no grants are awarded, $880,877.62 would remain available.

PREPARED BY: Chris Todd
Emergency Manager

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Finance Director

STRATEGIC PRIORITY:

These efforts align with the strategic priority to further the Town's emergency preparedness, resiliency, and response capabilities, particularly in the area of wildfire risk.

BACKGROUND:

In January 2025, the Town Council directed staff to provide regular updates on emergency preparedness initiatives and the $1,000,000 Emergency Management allocation. These updates track progress on planning, public outreach, vegetation management, training, and grant applications, and are aligned with the companion Council presentation (Attachment 1).

DISCUSSION:

EMERGENCY PREPAREDNESS INITIATIVES

Below are updates on emergency preparedness initiatives since the last report provided at the May 20, 2025, Town Council meeting. These updates summarize progress on grant applications, vegetation management, planning efforts, training, and regional coordination activities.

1. **Community Outreach**

The Town continues to expand community engagement around wildfire safety and emergency preparedness. The Town hosted two public Firewise USA® information sessions on August 16 and August 26 to promote wildfire preparedness and neighborhood participation. This work increases resident readiness, supports defensible space compliance, and aligns with Fire Risk Reduction Community and grant program priorities. A total of 31 residents participated in these sessions, representing 11 neighborhoods across the wildland urban interface (WUI). In addition, staff delivered emergency preparedness presentations to community groups on June 18 and July 14. Preparedness and safety messages are also regularly promoted through the Town's social media channels, extending outreach to a broader audience of residents and businesses.

2. **Fire Risk Reduction Community Certification**

The Town's application for inclusion on the State Board of Forestry's Fire Risk Reduction Community (FRRC) list has been recommended for approval following technical review. FRRC designation confirms that the Town meets state-defined best practices in wildfire risk planning, defensible space, and community preparedness. This certification will strengthen Los Gatos' competitiveness for future CAL FIRE mitigation grants and supports resident eligibility for insurance discounts under California's Safer from Wildfires regulations. The final Board of Forestry action for this is expected in June 2026.

3. **Evacuation Plan with Simulation-Based Modeling**

The Town is moving forward with the development of a new evacuation plan incorporating simulation-based modeling to assess wildfire evacuation scenarios. The Request for Proposals closed on July 29 and three submissions are under review. The plan will provide updated zone-based evacuation strategies, support integration with the Emergency Operations Plan (EOP), and ensure compliance with SB 99, AB 747, and SB 1241. Implementation will include traffic-flow mitigations (signal timing, phased strategies, signage, and roadway management) derived from model outputs.

The Town submitted a CAL FIRE Wildfire Prevention grant on August 6 requesting $323,061 (no local match requirement) for this work. Award decisions are expected in December 2025, ensuring consultant work and state funding opportunities are closely coordinated.

4. **Vegetation Management**

The Town has completed open space vegetation management on over 194 acres. These efforts, conducted in alignment with the Vegetation Management Plan (VMP), reduce potential fire intensity and improve conditions for safe evacuation egress.

To fund the VMP update and related planning, the Town submitted three applications: a CAL FIRE Wildfire Prevention grant on August 6 for $250,000 with no local match; a California Fire Safe Council State Fire Capacity grant on August 31 requesting $100,000 with a $150,000 Town match; and a USDA Community Wildfire Defense Grant currently under review for $250,000 with a $62,500 match. Only one award will be accepted to fund the VMP update.

5. **Virtual EOC Platform (VEOCI)**

Santa Clara County Office of Emergency Management (OEM) has provided licenses for VEOCI, a cloud-based platform to support EOC activation and operations. For Los Gatos, VEOCI will centralize incident logs and mission assignments, standardize Incident Action Plan development, track resources and tasks, and host evacuation-zone maps and forms for damage assessments and public information. Templates are being configured, and staff will be trained.

6. **Outdoor Emergency Warning System**

The Town is preparing a FEMA Hazard Mitigation Grant Program (via Cal OES) application for a proposed Outdoor Emergency Warning System. The application seeks funding for the installation of Long Range Acoustic Device (LRAD) sirens at strategic sites within the Town's Wildland–Urban Interface (WUI), with an emphasis on areas where cellular coverage is limited

or unreliable. The sirens are intended to provide both distinct warning tones and voice messages, creating redundancy with existing electronic alerting systems and enhancing the Town's evacuation readiness.

The project budget is $1,661,700, with a federal request of $1,246,275 (75%) and a Town match of $415,425 (25%), reflecting a 19% inflation adjustment from the original 2019 estimate. Scope and final design will depend on grant award, engineering review, and Council direction.

7. **Emergency Management Training and Planning**

Emergency Management staff completed Emergency Operations Center training in July to support Emergency Operations Center (EOC) functions. Training on EOC Action Planning and ICS Overview for Executives and Senior Officials is planned for winter 2025.

8. **Rep. Liccardo's Wildfire Resilience Partnership**

Town staff supported Congressman Liccardo's Wildfire Safety press conference to promote wildfire preparedness and announce a regional Wildfire Resilience Partnership. The press conference received significant media attention, amplifying regional messaging and public awareness.

Following Congressman Liccardo's Wildfire Safety press conference announcing a regional partnership, staff is participating in ongoing coordination meetings. The partnership's intended outcome is to identify top regional initiatives and select up to three where federal coordination can accelerate implementation. Los Gatos will emphasize shared risk modeling, the need for region-wide funding mechanisms, and improved integration of alerting.

9. **Emergency Operations Plan Update – September 2025**

The EOP serves as a guidance document, establishing the Town's framework for preparedness, response, recovery, and coordination. The last full review and adoption occurred in 2016. Since then, the Town has advanced its emergency management program, and most recently, the Emergency Manager has done a thorough review and update of the EOP. Normally, updates are conducted administratively to ensure the document remains relevant and useful, but due to the timing since the last formal Council approval and the high priority for the Town, staff is bringing forward this update for Council adoption. Future updates will occur administratively, while the next major revision will be presented for Council's consideration and approval. The Town plans to conduct the next major revision in alignment with the County's revision, which is expected in Fiscal Year 2026-27.

The September 2025 update improves clarity and consistency while keeping the plan's overall

structure and policies intact. It refreshes references and terminology, updates organizational titles, and relocates the Access and Functional Needs section from an annex into the body of the plan as a dedicated chapter. The update also clarifies resource request and notification procedures, documents the order of succession for emergency management leadership, sets baseline training expectations, expands guidance on disaster cost recovery documentation, summarizes public alerting pathways, and refreshes hazard profiles to align with current County planning baselines.

Staff recommends that Council adopt the updated Emergency Operations Plan (EOP). If adopted, staff will record this action in the Record of Changes and continue to manage administrative updates between major revisions.

CONCLUSION:

The Town continues to make progress across multiple emergency initiatives, including grant applications, planning, vegetation management, and regional coordination. Staff will return with further updates as grant awards and project milestones occur.

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

Attachments:
1. Wildfire Initiatives Presentation
2. Los Gatos EOP September 2025
3. September 2025 EOP Resolution

Wildfire Initiatives Update

Town Council Meeting
September 16, 2025

ATTACHMENT 1

Agenda

1 Context & Risk

2 Completed & Ongoing Work

3 Potential Future Action

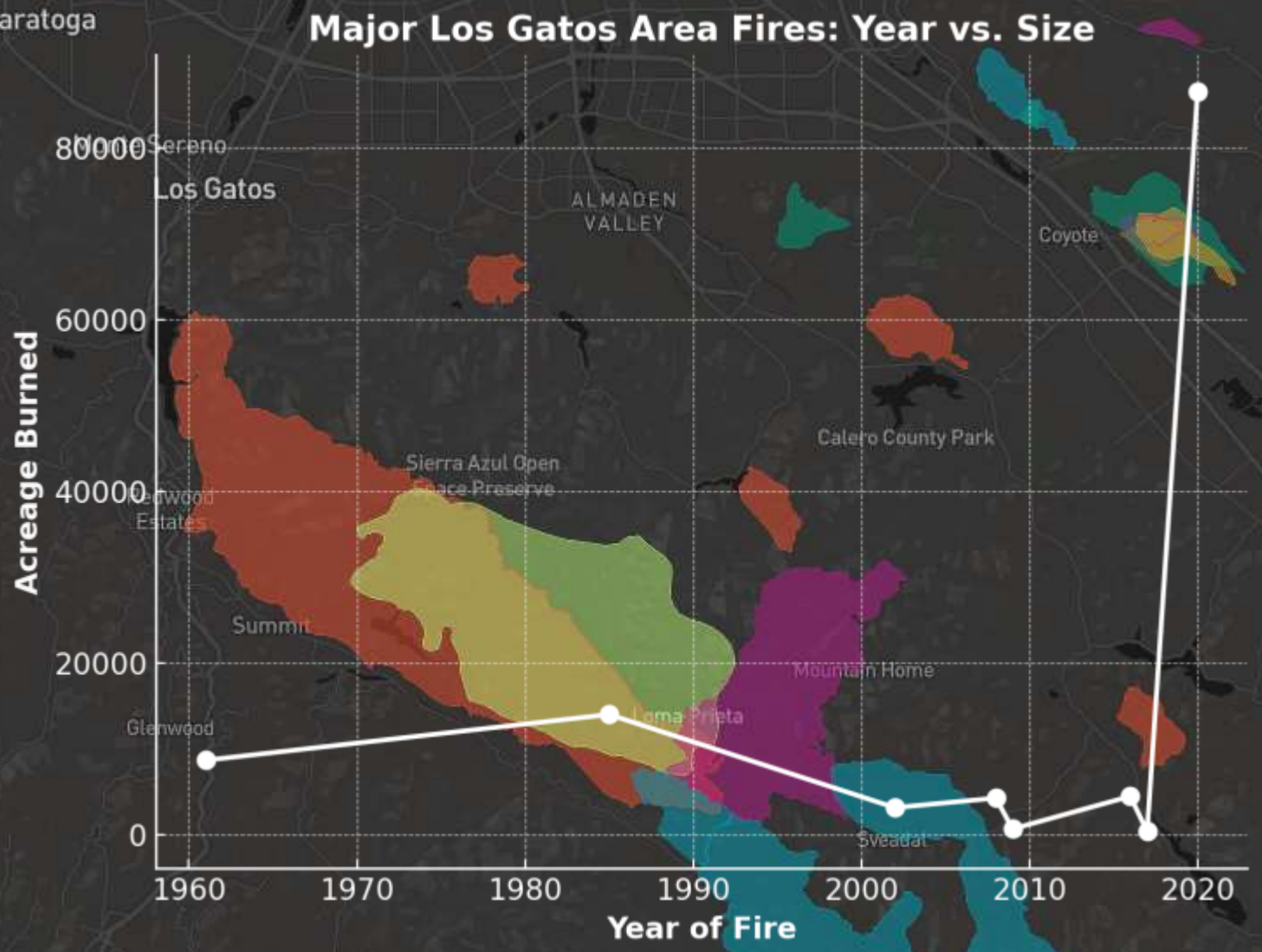
National Risk Index
Santa Clara County, CA

Hazard	Risk Index Rating	Risk Score	National Percentile	Annualized Loss
Earthquake	Very High	100	0 100	$1.2B
Wildfire	Relatively High	97	0 100	$8.4M

- Santa Clara County ranks among the top 1% of U.S. counties for disaster losses. (FEMA, 2025)
- Estimated 4 in 10 Los Gatos addresses (homes and businesses) are in the Wildland Urban Interface.

Los Gatos Wildfire History

- CZU Complex (2020) – 86,509 acres
- Bear Fire (2017) 391 acres
- Loma Fire (2016) 4,474 acres
- Loma Fire (2009) 669 acres
- Summit Fire (2008) 4,270 acres
- Croy Fire (2002) 3,150 acres
- Cats Fire (1997) 15 acres
- Lexington Fire (1985) 14,000 acres
- Austrian Gulch Fire (1961) 8,670 acres



Los Gatos Vegetation Growth

1948 to Present

Wildfire Preparedness Initiatives

Completed

- **Emergency Management Staffing**
- **Emergency Operations Center Training Series**
- **Rep. Liccardo Wildfire Safety Press Conference**
- **Open-Space Vegetation Management** – Over 194 acres
- **Firewise Outreach**: 31 participants & 11 neighborhoods
- **Fire Risk Reduction Community Application** – Pending board approval June 2026
- **Grant Applications Submitted**:
  - CAL FIRE Prevention Grant (2): Vegetation Management Plan (VMP) & Evacuation Planning
  - California FireSafe Council State Fire Capacity Grant: VMP
  - FEMA Hazard Mitigation Assistance Grant: Wildfire Sirens

Ongoing

- **Roadside Vegetation Management** – 31 miles
- **Traffic Modeling & Evacuation Planning** – Selecting contractor
- **Outdoor Warning Sirens**– Pending grant selection
- **Rep. Liccardo | Wildfire Resilience Partnership Meetings** – Establish regional priorities
- **Updated Town Emergency Operations Plan**
- **Integrating Virtual EOC Platform (VEOCI)** – Training EOC staff
- **Advanced EOC Training for staff** - Q4 ‘25
- **Emergency Training for Council Members** – Q4 ‘25
- **Emergency Planning Coordination with Community Stakeholders**

Emergency Management Fund ($1M Council Allocation)

Budget	
Spent	$39,122.38
Emergency Manager staffing and salary (FY24–25)	$31,413.06
Public outreach (Firewise education and mailers)	$2,709.32
Grant writing support	$5,000.00
Allocated	$80,000.00
Hilow Road tree removal (per council direction 5-20-25)	$80,000.00
Reserved for Grant Matches	$462K-550K
California Fire Safe Council Grant (VMP)	$150,000.00
FEMA Hazard Mitigation Grant (Siren Sys)	$400,000.00
USDA Community Wildfire Defense Grant (VMP)	$62,500.00
Remaining funds	$330,877.62 to $418,877.62

Potential Future Actions

Traffic Flow Mitigations
•Consider recommendations from evacuation traffic modeling (signal timing, phased evacuations, signage, roadway improvements).

Wildland–Urban Interface (WUI) Clearance
•Explore opportunities to improve standards and remove barriers for homeowners to achieve defensible space compliance.

Expanded Fuels Reduction
•May use fire and traffic modeling to develop targeted vegetation management.
•Explore coordinated efforts with neighboring jurisdictions.

Community Resilience Measures
•Options could include expanding evacuation drills and preparedness exercises.
•Potential support of Firewise neighborhood development and progress towards Fire Risk Reduction Community ertification.

EMERGENCY OPERATIONS PLAN
TOWN OF LOS GATOS

Updated: September 2025

Town Manager's Office

Town of Los Gatos

110 E Main St, Los Gatos, CA

Town Manager's Office. *Emergency Operations Plan Town of Los Gatos* (Los Gatos: Town of Los Gatos, 2025).

RECORD OF CHANGES

The Town Manager's Office (TMO), with input from essential stakeholders across the Town of Los Gatos, is responsible for maintaining, reviewing, and updating this Emergency Operations Plan (EOP). The TMO will, at a minimum, review this EOP annually. It is essential that TMO make revisions and updates in collaboration with participating essential stakeholders and other planning partners identified in the EOP to ensure accuracy and validity. If the EOP requires an immediate change due to lessons learned from trainings, exercises, or actual incidents, the Town will identify a course of action for the review, update, and implementation of the necessary changes. All changes will be noted in the table below.

	Date	Section	Description	Revised By
01.	01/22/2016	Entire Document	Five-Year Comprehensive Revision	G. Gadd
02.	09/09/2025	New Chapter – AFN	Incorporated Access and Functional Needs (AFN) Annex as a standalone chapter for visibility and compliance.	C. Todd
03.	09/09/2025	References & Citations	Updated SEMS/NIMS references, FEMA CPG-101, NRF/NRP, County MJHMP (2021), and County EOP (2022).	C. Todd
04.	09/09/2025	Procedures	Minor clarifications to resource request flow and notification protocols to align with County coordination practices.	C. Todd
05.	09/09/2025	Terminology & Formatting	Standardized terms (e.g., "ESFs," "NIMS/SEMS"), corrected formatting inconsistencies, and ensured alignment with County crosswalks.	C. Todd
06.	09/09/2025	Public Alerting	Expanded section describing AlertSCC, EAS, IPAWS pathways, plus integration of Town social media accounts.	C. Todd
07.	09/09/2025	Training Standards	Added minimum training standards by role (Policy Group, EOC Management, General Staff) consistent with FEMA/Cal OES guidance.	C. Todd
08.	09/09/2025	Cost Recovery	Added FEMA/Cal OES documentation requirements (labor, equipment, materials, contracts, admin).	C. Todd
09.	09/09/2025	Multi-Agency Coordination	Added guidance on convening MAC groups for prioritization of scarce resources.	C. Todd

10.	09/09/2025	Hazard Analysis Overview	Refreshed hazard profiles with County MJHMP alignment (e.g., earthquakes, WUI fire, PSPS, public health).	C. Todd
11.	Reserved.			
12.	Reserved.			
13.	Reserved.			
14.	Reserved.			
15.	Reserved.			

PROMULGATION

The preservation of life, property, the environment, and the economy is an inherent responsibility of local, state, and federal government. While no plan can completely prevent death and destruction, reasonable plans carried out by knowledgeable and well-trained personnel can and will minimize losses.

The Town has prepared this Emergency Operations Plan (EOP) in compliance with the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS) to ensure the most effective and efficient allocation of resources for the maximum benefit and protection of the community during times of emergency.

This EOP establishes the emergency organization, assigns tasks, specifies policies and general procedures, and provides for coordination of planning efforts for Town staff and partners.

The Town Manager's Office will maintain this plan and record administrative updates, such as changes to references, terminology, contact information, and procedural clarifications, in the official Plan Revision Log. Major revisions will be brought forward to the Town Council for review and adoption.

_____ _____

Christopher Constantin Date

Town Manager

EXECUTIVE SUMMARY

The Town of Los Gatos' Emergency Operations Plan (EOP) is an all-hazards document describing the Town's incident management organization, compliance with relevant legal statutes, other relevant guidelines, whole community engagement, continuity of government focus, and critical components of the incident management structure. The incident management system is a component-based system designed to be scaled up (or down) and components activated as necessary to reflect the incident/event's escalation from routine incident(s) to emergency, disaster, or catastrophe affecting the Town of Los Gatos. This EOP is not intended to address specific emergency responses, scenarios, hazards, or threats. Functional and hazard specific annexes to this EOP will outline specific response activities for response organizations.

This Emergency Operations Plan (EOP) accomplishes the following:

- Establishes a jurisdictional incident management organization which will coordinate and support on-scene responses including maintenance of situational awareness, facilitation of effective communication between operations centers at various levels of government, maintain continuity of government, and interaction with public information sources.
- Establishes the overall operational concepts associated with the management of incidents, emergencies, crises, disasters, and catastrophes at the Town of Los Gatos and operational area levels.
- Provides a flexible platform for planning and response to all hazards, incidents, events, and emergencies believed to be important to the Town. It is applicable to a wide variety of anticipated incident events including earthquake, wildland fires, floods, and public health issues.

This EOP continues the Town of Los Gatos' compliance with the Standardized Emergency Management System (SEMS), the National Incident Management System (NIMS), the Incident Command System (ICS), the National Response Framework (NRF), and the National Preparedness Guidelines to include Comprehensive Preparedness Guide 101: Developing and Maintaining Emergency Operations Plans (CPG-101). It facilitates multi-agency and multi-jurisdictional coordination during emergency operations, public information functions, and resource management.

This EOP serves as the legal and conceptual framework for incident management to be utilized by the Town and its various departments within municipal government. The Town will continue to publish annexes that support this EOP. Supporting annexes further describe the operational or functional response to threats and hazards and the basic considerations, actions, and responsibilities of specific emergency response and management disciplines or functions.

TABLE OF CONTENTS

SECTION 1: INTRODUCTION 1

1.1 PURPOSE 1

1.2 SCOPE 1

1.3 SITUATION OVERVIEW 2

HAZARD ANALYSIS OVERVIEW 3

CORE CAPABILITY OVERVIEW 12

1.4 PLANNING ASSUMPTIONS 17

SECTION 2: CONCEPT OF OPERATIONS 19

2.1 NATIONAL RESPONSE FRAMEWORK (NRF) 19

2.2 STANDARD EMERGENCY MANAGEMENT SYSTEM (SEMS) 19

2.3 NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) 19

2.4 INTEGRATING FEDERAL, STATE, AND LOCAL SYSTEMS 20

2.5 PHASES OF EMERGENCY MANAGEMENT 21

RECOVERY 22

SECTION 3: ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES 25

3.1 FIELD RESPONSE 25

3.2 LOCAL GOVERNMENT 25

LOCAL GOVERNMENT RESPONSIBILITIES 26

TRAINING STANDARDS 26

TOWN OF LOS GATOS EMERGENCY ORGANIZATION 27

ORDER OF SUCCESSION FOR EMERGENCY MANAGEMENT LEADERSHIP 27

TOWN OF LOS GATOS EMERGENCY OPERATIONS CENTER (EOC) 27

3.3 OPERATIONAL AREA (OA) 31

OPERATIONAL AREA AGREEMENT 31

Operational Area Responsibilities 31
3.4 Region 32
3.5 State 32
3.6 Additional Support and Planning Organizations 32
Disaster Service Workers (DSWs) 32
Community Emergency Response Team (CERT) 33
Amateur Radio Emergency Services/Radio Amateur Civil Emergency Services (ARES/RACES) 33
Emergency Operational Area Council (EOAC) 34
Operational Area Signatories (OAS) 34
Operational Area Advisory Group 34
Disaster Council 34
Director of Emergency Services 34
Santa Clara County Emergency Managers Association 35
Special Districts and Other Organizations 35
SECTION 4: DIRECTION, CONTROL, AND COORDINATION 36
4.1 Direction and Control Interface 36
4.2 Operational Area Coordination and Communication 36
Emergency Operations Center Notification 37
Coordination with Other Levels of Government 37
Coordination with Special Districts 37
Coordination with Non-Profit and Volunteer Organizations 38
4.3 Multi-Agency Coordination Groups 38
SECTION 5: INFORMATION COLLECTION, ANALYSIS, AND DISSEMATION 41
5.1 Information Collection and Management Tool 41
SECTION 6: CRISIS COMMUNICATIONS AND PUBLIC INFORMATION 43

6.1 JOINT INFORMATION SYSTEM (JIS) 43
6.2 JOINT INFORMATION CENTER (JIC) 43
6.3 EOC COMMUNICATION SYSTEMS 44
PUBLIC ALERTING AND NOTIFICATIONS 44
6.4 PUBLIC AWARENESS AND EDUCATION 45
SECTION 7: ADMINISTRATION, FINANCE, AND LOGISTICS 47
7.1 FINANCE CONSIDERATIONS 47
COST RECOVERY DOCUMENTATION REQUIREMENTS 47
7.2 MUTUAL AID 49
MUTUAL AID SYSTEMS 50
VOLUNTEER AND PRIVATE SECTOR AGENCIES IN MUTUAL AID 50
SPECIAL MUTUAL AID CONSIDERATIONS FOR TERRORISM INCIDENTS 51
MUTUAL AID AUTHORITIES, PLANS, AND GUIDANCE DOCUMENTS 51
7.3 RESOURCE MANAGEMENT 51
INTEGRATION OF MUTUAL AID RESOURCES 52
RESOURCE TRACKING PROCEDURES 52
SECTION 8: PLAN DEVELOPMENT AND MAINTINENCE 54
8.1 PLAN MAINTENANCE 54
8.2 PLAN CONCURRENCE 54
8.3 PLAN TRAINING AND EXERCISE 54
EXERCISE PROGRAM REQUIREMENTS 54
SECTION 9: ACCESS AND FUNCTIONAL NEEDS 57
9.1 PURPOSE 57
9.2 SCOPE 57
9.3 SITUATION OVERVIEW 57
9.4 PLANNING ASSUMPTIONS 57

9.5 ROLES AND RESPONSIBILITIES 57
EOC MANAGEMENT SECTION 57
OPERATIONS SECTION 58
PLANNING SECTION 58
LOGISTICS SECTION 58
FINANCE/ADMINISTRATION SECTION 58
D/AFN COORDINATOR 58
9.6 CONCEPT OF OPERATIONS 58
NOTIFICATION AND WARNING 58
EVACUATION AND TRANSPORTATION 58
SHELTERING AND MASS CARE 58
COMMUNICATION 59
MEDICAL AND HEALTH SERVICES 59
RECOVERY 59
9.7 INTEGRATION AND COORDINATION 59
9.8 EOC CHECKLIST (D/AFN CONSIDERATIONS) 60
ACRONYMS 61
GLOSSARY 65
AUTHORITIES AND REFERENCES 69
LOCAL 69
COUNTY 69
STATE 69
FEDERAL 69
ADDITIONAL SOURCES 70
APPENDEX 71
APPENDIX A: LOCAL / STATE / FEDERAL CROSSWALK 73

..... 75

APPENDIX B: EMERGENCY OPERATIONS PLAN DOCUMENT DESCRIPTIONS 76

SECTION 1: INTRODUCTION

1.1 Purpose

The Town of Los Gatos' Emergency Operations Plan (EOP) provides a comprehensive, single source of guidance and procedure for the Town to prepare for, respond to, and manage significant or catastrophic natural or man-made threats, crises, incidents, or events that produce situations requiring a coordinated response. This EOP is intended to conform to the requirements of the National Incident Management System (NIMS), Standardized Emergency Management System (SEMS), Incident Command System (ICS), and the California State Emergency Plan for managing response to multi-agency and multi-jurisdictional incidents, and to be consistent with federal and state emergency plans and guidance documents. Best practices and lessons-learned have also been integrated into this plan where possible; these were identified in the review of after-action reports from recent national large-scale disasters, incidents, and events.

This EOP is intended as a concept of collaboration and consistency amongst various internal and external stakeholders and their specific incident management plans, procedures, functions, and capabilities. As such, the EOP is scalable enough to use in all incident types.

In the event of an emergency or disaster the Town of Los Gatos primary responsibility is to maximize the safety of the public, to minimize property and environmental damage, and ensure the continuity of government. To aid in accomplishing this goal, the Town has adopted the principles of SEMS, NIMS, and ICS so that responses to such conditions are done in the most organized, efficient, and effective manner possible.

1.2 Scope

This EOP provides guidance on response to the Town of Los Gatos' most likely and demanding emergency conditions. It does not supersede the well-established operational policies and procedures for coping with and responding to day-to-day emergencies involving law enforcement, the fire service, medical aid, transportation services, flood control, or other discipline-specific emergency response systems. It is intended as a supplement and complement to such systems. This EOP does however place emphasis on those unusual and unique emergency conditions that will require extraordinary response beyond the ability of any one or common set of organizations to respond. Neither does this EOP include detailed response level operating instructions or procedures. Each organization/Department identified in this EOP is responsible for, and expected to develop, implement, and test policies, instructions, and standard operating procedures (SOPs) or checklists that reflect the tactical, operational, strategic, and executive mission spaces and incident management concepts contained in this EOP. Coordinated response and support roles must be defined by these organizations to facilitate the ability to respond to and manage any given incident.

This document is not intended to be an overview of the Town's Emergency Operations Center functions, procedures, section responsibilities, or positions specific standard operating procedures. These issues are covered more specifically in the Standardized Emergency Management System (SEMS) position specific checklists which are maintained on the Town server and in position specific binders in the EOC.

1.3 Situation Overview

The Town of Los Gatos, encompassing 11.46 square miles, is nestled at the base of the Santa Cruz Mountains, and is located approximately 43 miles south of San Francisco, in the southwestern portion of Santa Clara County where the Santa Clara Valley meets the lower slopes of the Santa Cruz Mountains. Los Gatos is bordered by the City of San Jose to the north and east; the City of Campbell to the north; the Cities of Monte Sereno and Saratoga to the west; and unincorporated County of Santa Clara to the south.

Los Gatos encompasses a wide variety of terrain, ranging from flat topography at the edge of the valley floor to densely wooded hillsides. Both the valley and hillsides are interspersed with creeks, streams, and riparian habitat. The sharp contrast between the valley floor and the hillsides provides the Town's picturesque setting. As of 2020, the U.S. Census estimates that there are approximately 33,500 people residing in Los Gatos. The Census estimates that 20.1 % of Town residents are 65 or older.

In addition, according to the 2023 American Community Survey, about 12.7% of residents speak another Indo-European language home, the same number of residents also speak an Asian or Pacific Island language at home, while 4.6% of residents speak Spanish at home, 1.5% of respondents reported speaking English "less than very well".

According to the California Department of Finance, Los Gatos had 13,299 total housing units. Approximately 72 percent of the total housing stock in Los Gatos consists of single-family homes; of those, the majority (81 percent) are single-family detached homes, and a smaller proportion (19 percent) are single-family attached units, including condominiums and townhomes. The remaining 28 percent of homes are multi-family homes.

The Town operates 15 parks and is home to the County's Vasona Park and a section of the County's Los Gatos Creek Park. Visitors and residents alike enjoy the broad range of activities that the local landscape and Town parks promotes, such as mountain biking, hiking, running, tennis, and golf. Community special events in the Town include Spring into Green and the Los Gatos Children's Christmas Parade.

There are an estimated 20,650 jobs in the Town of Los Gatos. Of the 20,650 local jobs, only 3,310 are filled by residents of Los Gatos (16 percent), with the remaining 17,340 workers commuting in on an average daily basis. Approximately 12,220 employed residents commute out of Los Gatos to work. 85.6% of employed people in Los Gatos used a private vehicle to arrive at work.

The wider regional industry is dominated by the technology sector. County-wide, computer software and hardware manufacturing, wholesale, and services are some of the largest industry segments in terms of both annual revenues and employees. Specifically, in Los Gatos, 65.4% of residents work in management, business, science, or arts, 20.2% in sales and office occupations, and 7.2% in service occupations.

[1] U.S. Census Bureau, "Languages Spoken at Home; Los Gatos, town, California" Accessed May 19, 2025. https://data.census.gov/cedsci/table?table=DP05&tid=ACSST5Y2018.S1601&g=1600000US0644112&lastDisplayedRow=29&vintage=2018&layer=state&cid=DP05_0001E

The largest employers in the Town as of 2025 include; Netflix (2,314), El Camino Hospital (560), Courtside Tennis Club (542), Roku (516), Los Gatos-Saratoga High School District (367), and Los Gatos Union School District (281).

The Town is intersected by three State Routes; 17, 85 and 9, otherwise known as Los Gatos-Saratoga Rd. Other heavily trafficked roads in Los Gatos include downtown's Santa Cruz Ave, Los Gatos Boulevard, Winchester Avenue, and Blossom Hill Rd. Mass transit in the Town includes Santa Clara Valley Transportation Authority (VTA) with bus service. The Town is home to no airports or rail systems.

Hazard Analysis Overview

This section of the EOP consists of a series of threat summaries based upon a hazard analysis conducted by the Santa Clara County Office of Emergency Services (OES) and adopted for use by the Town of Los Gatos. The analysis provides an overview of the local area, known risks, and the anticipated nature of conditions that could pose a threat to life, property, and the environment in and around the Town.

The identified hazards listed below are consistent with those recognized in the **Santa Clara County Multi-Jurisdictional Hazard Mitigation Plan** and the **County Emergency Operations Plan (2022)**. These threats reflect the most likely and highest-consequence hazards that could impact the Town. As future hazard mitigation or planning efforts generate new data, this section will be updated accordingly.

The following hazard categories are addressed in this plan:

- Earthquake
- Wildland Fire
- Flood
- Dam/Levee Failure
- Landslide
- Drought
- Severe Weather
- Public Health Emergency

These hazards are not mutually exclusive. Multiple threats may occur simultaneously or in cascading fashion (e.g., an earthquake causing hazardous materials spills, dam failure, and infrastructure collapse). Specific response actions for each hazard may be addressed through separate functional or hazard-specific annexes to this plan, as well as department-level SOPs.

Annually, the Bay Area Urban Area Security Initiative (UASI) coordinates a regional effort to identify, catalog, and prioritize threats and hazards across the Bay Area. This effort culminates in an annually updated report called the Threat and Hazard Identification and Risk Assessment (THIRA). The THIRA helps local public safety agencies prioritize grant funding and preparedness/mitigation endeavors to improve capabilities to address the most serious and highly prioritized risks and gaps. The hazards below (in addition to other risk factors) are addressed within the THIRA.

Earthquake

The Town of Los Gatos is located near several active and potentially active earthquake faults, including the San Andreas, Hayward, and Calaveras faults. The Hayward Fault, which runs through the densely populated East Bay region, is considered one of the most hazardous faults in the United States due to its seismic history and proximity to major infrastructure. According to the U.S. Geological Survey (USGS), there is a 72 percent probability of at least one earthquake of magnitude 6.7 or greater striking the San Francisco Bay Area by 2043, with the Hayward Fault being a primary concern.

To model the regional impacts of such an event, the USGS developed the HayWired Earthquake Scenario in 2018. This scenario simulates a magnitude 7.0 earthquake on the Hayward Fault and includes detailed projections of ground shaking, aftershocks, and cascading infrastructure failures across the Bay Area. While the epicenter modeled is in Oakland, the scenario demonstrates that widespread disruption would occur across the entire region, including Santa Clara County and the Town of Los Gatos.

A major earthquake of this scale could result in extensive casualties, structural damage, utility disruptions, and cascading hazards such as fires, hazardous materials releases, or dam failures. Emergency operations in Los Gatos may be seriously hampered by damage to transportation corridors, loss of communications, and impaired water and power systems. A significant event would likely exceed the response capabilities of the Town and require coordinated support from the Operational Area, Cal OES, and federal agencies.

Two major local earthquakes that have impacted the Town include:

- San Francisco Earthquake (1906), magnitude 7.8, 3,000 regional fatalities reported
- Loma Prieta Earthquake (1989), magnitude 6.9, 63 regional fatalities reported

Other significant local earthquakes near or within the Town include:

- Concord Earthquake (1955), magnitude 5.4, 1 fatality
- Daly City Earthquake (1957), magnitude 5.3, 1 fatality
- Morgan Hill Earthquake (1984), magnitude 6.2, no fatalities
- Alum Rock Earthquake (2007), magnitude 5.6, no fatalities

The most significant impact from an earthquake in terms of structural damage and loss of life is ground shaking and subsequent fire. Ground shaking is the movement of the earth's surface in response to a seismic event. The magnitude of the earthquake, distance from the epicenter, and characteristics of surface geology determine the intensity of the ground shaking and the resultant damages.

Damage may include destruction of buildings making some uninhabitable due to the phenomenon of liquefaction. Liquefaction is the loss of shear strength of a soil. The shear strength loss results from the increase of water pressure caused by the rearrangement of soil particles induced by shaking or vibration. Liquefaction has been observed in many earthquakes, usually in soft, poorly graded granular materials (i.e., loose sands), with high water tables. Liquefaction usually occurs in the soil during or shortly after a large earthquake. The Town of Los Gatos is at risk of liquefaction and landslides during earthquakes as evidenced by mapping performed by the State Department of Conservation.

Every building in the Town is exposed to high risk of damage in earthquakes by virtue of being in a seismically active part of the country. Some structures face an elevated risk because they are in high hazard zones, such as near a fault, on liquefiable soils, or on slopes subject to landslides. Other structures

face high risk because their construction quality is inadequate to withstand strong shaking, as they were built decades ago, before modern building codes were enacted.

Major power plants are expected to sustain some damage due to liquefaction and the ground shaking intensity of the earthquake. The potential impact to the Town is lessened by the availability of power from other sources outside the affected area and significant reduction in consumer demand is expected as well. The PG&E Metcalf Transmission Substation is in an area of predicted strong shaking and is expected to sustain major damage.

Another major concern is whether an earthquake disrupts water availability and distribution for needed life support, to treat the sick and injured, and for fire suppression activities. The dams located in and around the Town of Los Gatos may be affected during earthquakes and our water distribution systems including the Delta in the Central Valley may be damaged.

Wildland Fire

Los Gatos is listed as a Community at Risk from wildfires on the Federal and the California Fire Alliance list of Communities at Risk in Santa Clara County. The combination of increasing development in or near wildlands, an abundance of highly flammable fuel, long dry summers and steep slopes creates a significant risk of large wildland fires in many areas of the county, including in and around the Town of Los Gatos. A wildland fire is a fire in which the primary fuel is natural vegetation. Wildland/Urban Interface (WUI) fire hazards are especially pronounced in areas of high structure densities adjacent to undeveloped open space areas with dense vegetation. Approximately a quarter of the Town's total residences are located within the wildland urban interface. The WUI contains approximately 3,100 structures and 6,800 residents.

Fires ignited in wildland areas can quickly spread, if unabated, to areas where residential or commercial structures are intermingled with wildland vegetation. In addition, fires that start in urbanized areas can spread to wildland areas and grow into wildland fires. A wildland/urban interface fire can result in death, injury, economic loss, and a large public investment in fire-fighting activities. WUI fires can rapidly proliferate to the point that local resources will be inadequate.

Wildland fire season in the county traditionally spanned the months after the last spring rains have fallen and until the first fall or winter rains occur. Traditionally, the months of August, September, and October have the greatest potential for wildland fires as vegetation dries out, humidity levels fall, and offshore winds blow. However, fire season is starting earlier and ending later each year, in part due to climate change.

The Town of Los Gatos is covered by the Santa Clara County Fire Department for its fire protection. Ground fire resources are augmented by CAL FIRE.

Fire agencies in the county have signed a countywide mutual aid agreement to ensure firefighting resources and personnel will be available to combat wildland/urban interface fires. If these resources within the county are not enough to meet the threat, fire resources from throughout California can be summoned under the State's Master Mutual Aid Agreement administered by the Cal OES. All fire agencies in Santa Clara County have signed the California Master Mutual Aid Agreement and participate in mutual aid operations as required.

Flood

Floods are generally categorized as either slowrise or flash floods. Slowrise floods may be preceded by a warning time lasting hours, days, or possibly weeks. Evacuation and sandbagging for a slowrise flood may lessen flood related damage. Conversely, flash floods are the most difficult to prepare for, because the warning will be short, if any is given at all. Flash flood warnings usually require immediate evacuation.

According to the National Flood Insurance Program's floodplain mapping, portions of the Town west of SR 17 and adjacent to Los Gatos Creek, San Tomas Aquinos Creek, Smith Creek, and Ross Creek are located within the 100-year floodplain and other areas of the Town are within the 500-year floodplain. Shallow flooding along some streets can be expected during significant storm events. The Town's Parks and Public Works Department has a storm response program. After a storm event, flooded areas are evaluated to determine the reason for flooding. Fortunately, due to its topography and local reservoirs, the Town has not been as severely impacted by flooding as nearby communities.

The National Weather Service (NWS) issues flash flood watches and warnings. A flash flood watch is issued when flash flooding is possible within the designated watch area but the occurrence location, and/or timing is still uncertain, indicating all persons should be alert. A flash flood warning indicating all persons should take necessary precautions is issued when a flash flood has been reported, is in progress, is imminent, or highly likely.

No area is immune to flash floods. On small streams, especially near the headwaters of river basins, water levels may rise quickly in heavy rainstorms, and flash floods can begin before the rain stops falling. Flash floods also occur in or near mountainous areas where torrential rains can quickly change a dry watercourse or small brook into raging torrents of water.

All low-lying areas are subject to flood conditions. Urban development in flood plain areas are often subject to seasonal inundation. The flood plain is a natural extension of any waterway, although infrequently used. Storm water runoff that exceeds the capabilities of stream and drainage channels, results in the natural flooding of a localized area.

Dam/Levee Failure

Dam inundation is flooding which occurs because of structural failure of a dam. The most common cause of dam failure is overtopping where the water behind the dam flows over the face of the dam and erodes the structure. Structural failure may be caused by seismic activity. Seismic activity that produces inundation generating a seismically induced wave that overtops the dam without also causing dam failure is referred to as a seiche. The Town is at-risk of flooding from three dams; Guadalupe, Lenihan/Lexington Dam, and Vasona. The Valley Water District (VWD) maintains emergency action plans for all three water system facilities.

Automated Local Evaluation in Real Time (ALERT) is a cooperative program initiated by the NWS's California-Nevada River Forecast Center in the 1970s. VWD began installation of its ALERT system in 1983, and its county-wide system currently includes 42 rain gauges, 68 stream flow gauges, and 10 reservoir gauges.

In the ALERT program, a local agency installs, maintains, and monitors event-reporting field sensors that report current hydrologic conditions, in real time, through radio telemetry. Event-reporting refers to the ability of sensors to transmit their status as hydrologic conditions change; i.e. rainfall occurs or streams and reservoirs rise and/or fall. Such sensor status data transmissions are received by a base station, which decodes the radio signal's site of origin, and data value. These values are logged in a computer database for report generation, analysis, and archiving purposes. Through a system of radio repeater sites, as well as computer networks, the data is received by both the local operator and interested agencies in adjoining areas, including the NWS. The NWS uses the real time data to verify their forecasts, and to monitor conditions for issuance of various hydrologic and meteorological statements.

Landslide

Landslides are downward movement of a slope and materials under the force of gravity. In addition to gravity, extended periods of intense rainfall during the winter months is the primary cause of landslides. Landslides can also be triggered by seismic activity. Landslides are a significant secondary hazard to wildland fire, where periods of heavy rainfall on denuded slopes cause landslides and mudslides.

The main types of landslide activity that can impact the county include:

- **Slide** – Mass movements, where there is a distinct zone of weakness that separates the slide material from more stable underlying material.
- **Fall** – Abrupt movements of masses of geologic materials, including rocks and boulders that become detached from steep slopes or cliffs.
- **Debris Flow** – Rapid mass movement of a combination of loose soil, rock, organic matter, air, and water that mobilize as a slurry flowing down slope. These are most often caused by heavy precipitation and intense surface water runoff in steep gullies.
- **Mudflow** – Earth flow consisting of material that is wet enough to flow rapidly and contains at least 50 percent sand, silt, and clay sized particles. Mudflows can travel at speeds of 35 mph or greater.
- **Creep** – Imperceptibly slow, steady, downward movement of slope-forming soil or rock.

The occurrence of landslides is determined by both natural and human factors. Natural factors include the cohesive strength and characteristics of the affected minerals, the orientation of joints and planes of weakness between slide material and bedrock, the steepness of slopes, the degree of saturation of ground materials (highly affected by rainfall), and the density of vegetation. Human factors include the over-steepening and over-loading of slopes, the removal of natural vegetation, and the addition of water to the soil by watering of lawns and septic system drain fields, and onsite ponding of storm runoff.

Because Los Gatos includes portions of the steep foothills of the Santa Cruz Mountains, there is a potential for landslides throughout much of the southern and eastern portions of the Town and extending as far north as Blossom Hill Road. Landslide potential is minimal in the gently sloping west central and northernmost portions of the Town.

Drought/Land Subsidence

Droughts are short-term or long-term water deficiencies that cause agricultural, environmental, and societal impacts. Droughts can occur in any part of the county and can last for indeterminate periods of

time. Agricultural drought is characterized by unusually dry conditions during the growing season resulting in significant economic effects on local agriculture. Extended periods of drought can increase the risk of wildfire occurrences and can impact public water supplies.

Land subsidence occurs when large amounts of ground water have been withdrawn from certain types of rocks, such as fine-grained sediments. The rock compacts because the water is partly responsible for holding the ground up. Land subsidence is most often caused by human activities, mainly from the removal of subsurface water. Compaction of soils in some aquifer systems can accompany excessive ground-water pumping and it is by far the single largest cause of subsidence.

Historically, the county has experienced as much as 13 feet of subsidence caused by excessive pumping of groundwater. Subsidence can lead to flooding that damages properties and infrastructure, and saltwater intrusion that degrades groundwater quality.

Climate Change

According to scientific projections, climate change will bring more frequent extreme heat events, worse air pollution, sea level rise, increasing average temperatures and an extension of fire season. These conditions will cause residential and commercial displacement, and more coastal and riverine flooding from extreme storms. Which in turn will have a significant impact on public health and disproportionately impact the area's most vulnerable populations of children, elders, people with chronic diseases, outdoor workers, people living in poverty, and some communities of color.

Thunderstorms and Lightning

Some thunderstorms can be seen approaching, while others hit without warning. It is important to learn and recognize the danger signs and to plan ahead.

A severe thunderstorm watch is issued by the NWS when damaging winds of 58 miles per hour or more, or hail three-fourths of an inch in diameter or greater is likely to develop. A severe thunderstorm warning is issued when a severe thunderstorm has been sighted or is indicated by weather radar.

As light travels much faster than sound, lightning flashes can be seen long before the resulting thunder is heard. Lightning has been known to strike up to 15 miles away from the parent cloud. Lightning causes on average, 87 fatalities each year across the nation.

Heat

While heat waves do not elicit the same immediate response as floods, fires, and earthquakes, they have claimed more lives over the past fifteen years than all other proclaimed disaster events combined. The worst single heat wave event in California occurred in Southern California in 1955, when an eight-day heat wave resulted in 946 deaths. Typical summer temperatures in the state contribute to the untimely demise of 20 people on average per year. A heat wave in July 2006 was the attributing cause of deaths to 138 people throughout California over a 13-day period.

The NWS uses the Heat Index to issue excessive heat watches and warnings. The Heat Index combines air temperature and relative humidity to determine the human-perceived equivalent temperature. NWS will issue an excessive heat watch when conditions are favorable for an excessive heat event in the next 24 to 72 hours. An excessive heat event is generally defined as when the maximum heat index temperature is

expected to be 105° or higher for at least 2 days and night time air temperatures will not drop below 75°. An excessive heat warning is issued within 12 hours of the onset of extremely dangerous heat conditions.

Cold

While the Town of Los Gatos is not generally known for having extremely cold weather, temperatures nearing freezing (32 degrees Fahrenheit or 0 degrees Celsius) can be dangerous when exposed for extended periods without proper shelter or clothing. Unusually cold temperatures pose a risk to several demographic cross sections within Town.

The NWS issues Wind Chill Watches and Warnings, Freeze Watches and Warnings, and Frost Advisories. These notifications are based on a number of factors to include temperature, wind speed, humidity, and various other factors. These notifications may illicit a response in various forms, such as the activation of warming shelters.

Public Health Emergency

A public health emergency involves the occurrence of any situation or event involving the presence and risk of exposure to any hazardous substance, waste or material; or communicable disease, virus or contagion, that significantly impacts life safety. A public health emergency is proclaimed when a toxic substance or communicable disease is present in such a form as to significantly impact life safety within the population at large.

Typical public health emergency situations include the following:

- Exposure to released toxic substance, chemical or material
- Exposure to fluid or airborne pathogen
- Exposure to high levels of environmental pollution
- Exposure to infectious disease
- Exposure to contaminated food and beverages
- Exposure to untreated liquid and solid waste

Public health emergencies are rare occurrences and generally occur infrequently, although the spread of communicable diseases within a selected community or population group may reach such large proportions as to be proclaimed an epidemic. Widespread exposure to communicable diseases and released hazards can have devastating effects on unprotected populations. Past epidemics including influenza have claimed millions of lives. Most recently 2020 saw a global pandemic caused by Novel Coronavirus Disease-2019, resulting in hundreds of thousands of American lives lost, public and private activity disrupted, and a global recession.

New strains of viruses and other communicable diseases are being identified that are resistant to existing vaccinations and medical inoculations. These new "super viruses" have characteristics and qualities that are, in many instances, much more virulent and dangerous than diseases and maladies commonly experienced.

Public health emergencies can occur or might generate from any of the following locations:

- Locations where hazardous materials are stored, processed, used, or transported
- Hospitals, clinics and other medical treatment facilities
- Laboratories and research facilities
- Natural environments that are breeding grounds for pathogens
- Areas subject to high concentrations of pollutants

The introduction of any contagious pathogen or disease into the general population can result in the development of an epidemic. The occurrence of an epidemic in the county could result in the death of hundreds, if not thousands, of people over a relatively short period of time. The County's Public Health Department has prepared for pandemic disease events, including pandemic flu.

Technological and Resource Emergency

Technological and resource emergencies may involve the disruption of critical lifeline systems, collapse of engineered structures, failure of essential service facilities, or widespread shortage of critical materials, supplies and subsistence items. Generally, technological emergencies occur when a human engineered system fails, whether due to poor design, lack of effective preventive maintenance, sabotage, virus, or demand overload.

The following hazards are associated with technological and resource emergencies:

- Disruption of essential services (i.e., electricity, gas, and water)
- Loss of government's ability to provide services
- Potential adverse impact to the environment
- Panic resulting from shortages of key commodities and subsistence items
- Disruption of commerce and business activity vital to the community
- Significant economic impact associated with production delays, lost revenues and costs associated system restoration and recovery

Santa Clara County and the Town of Los Gatos are dependent upon a highly complex technological infrastructure. The public depends on the continuation of commercial utility operations, the safety of transportation structures and facilities, the production of critical commodities, and the distribution of essential supplies.

Lifeline system disruptions, such as commercial power outages, occur on a regular basis. In most instances, service is restored within a short period. In 2019, Pacific Gas and Electric (PG&E) implemented its Public Safety Power Shutoff (PSPS) program, which allows the utility to proactively shut off power during periods of high fire risk in order to prevent wildfires caused by downed or energized power lines. That fall, Los Gatos experienced two PSPS events that resulted in localized outages across hillside neighborhoods. While durations and areas affected varied, these events highlighted the vulnerability of some areas of Town to extended utility disruptions and the need for localized contingency planning.

The following facility/structure types are generally considered to be at risk for disruptions and/or outages:

- Power generation and distribution substations
- Wastewater treatment plants
- Water storage and distribution facilities

- Hospitals, fire stations, police stations, and other essential service facilities
- Key highway bridges, airport facilities, and rail lines
- Critical government and commercial communications and broadcast facilities
- Key subsistence production, processing, storage, and distribution facilities
- Fuel processing and distribution facilities
- Flood control facilities

Hazardous Material Incident

The release of hazardous materials has the potential for adverse impacts upon human health, the environment, and property, depending upon the type, location, and quantity of material released. Jurisdictions near roadways that are frequently used for transporting hazardous materials and jurisdictions with industrial facilities that use, store, or dispose of such materials, all have increased potential for major hazardous material incidents.

Santa Clara County industries use and produce large amounts of hazardous materials that require on-site management and off-site disposal. These materials could be released during disasters such as earthquakes or terrorist attacks. Large amounts of the hazardous waste generated in the county is transported off-site to pre-approved treatment and disposal sites throughout the state. The balance is disposed of on-site through methods including evaporation ponds, incineration, pre-treatment of sewage discharge, and recycling.

Terrorism

The use of force or violence against persons or property in violation of the criminal laws of the United States for purposes of intimidation, coercion or ransom. Terrorists often use threats to create fear among the public, to try to convince citizens that their government is powerless to prevent terrorism, and to get immediate publicity for their causes. Acts of terrorism include threats of assassinations, kidnappings, hijackings, bomb scares and bombings, cyberattacks, and the use of chemical, biological, radiological, nuclear, and explosive weapons.

Terrorist activities are an increasing threat to our society, and those attacks have occurred against both the public and private sectors. Attacks have been directed against government and corporate leaders, private individuals, governing bodies and related agencies, police and other public service personnel and their facilities, public utility facilities, financial institutions, communication facilities, etc. Certain facilities, installations or service centers of both public and private sectors have been identified as likely targets for attack. Since September 11, 2001, intelligence gathering capabilities and cooperative working relationships between local, state and federal governments has been enhanced to thwart additional terrorist attacks.

A terrorist activity emergency has its own unique characteristics and must be dealt with in accordance to its magnitude and with an appropriate level of response. Plans and procedures have been created, exercised and revised for both the most likely and worst case scenarios. Intentional release of such weapons could cause considerable damage. Early detection and control of biological or chemical attacks is vital to the success in limiting the scope of damage. Chemical terrorism acts are likely to be identified by first responders because of their immediate and obvious symptoms.

Conversely, attacks with biological agents are liable to be covert, and therefore much more difficult to recognize. Biological agents will not have an immediate impact because of the delay between exposure and the onset of illness (the incubation period), thus compounding the difficulty of early detection. Recognizing that the symptoms are a result of a biological agent will be extremely difficult without prior experience or training, and an awareness of a preceding event. Only a short window of time exists between the identification of the first cases and before a second, larger wave of the populace becomes ill. During this phase, emergency officials will need to determine that an attack has occurred, identify the organism, and enact prevention and prophylactic strategies.

Complex and Coordinated Attack

A complex attack is conducted by multiple hostile elements which employ at least two distinct classes of weapon systems (i.e. indirect fire, direct fire, homemade explosives) against one or more targets. A coordinated attack exhibits deliberate planning conducted by multiple hostile elements, against one or more targets from multiple locations. A coordinated attack may involve any number of weapon systems. The key difference between a complex attack and a coordinated attack is that a coordinated attack requires the indication of long term planning.

Civil Unrest

A civil unrest activity such as a demonstration, riot, or strike that disrupts a community and requires intervention to maintain public safety.

Core Capability Overview

In the National Preparedness Goal the Federal Emergency Management Agency (FEMA) describes 32 core capabilities that address the greatest risks to the nation. As a community the Town of Los Gatos contributes to the Goal and strengthens our local and national preparedness by preparing for the risks that are most relevant and urgent for the Town (see Appendix A). The 32 core capabilities are:

Planning Conduct a systematic process engaging the whole community, as appropriate, in the development of executable strategic, operational, and/or tactical-level approaches to meet defined objectives.

Public Information and Warning Deliver coordinated, prompt, reliable, and actionable information to the whole community using clear, consistent, accessible, and culturally and linguistically appropriate methods to effectively relay information regarding any threat or hazard, as well as the actions being taken and the assistance being made available, as appropriate.

Operational Coordination Establish and maintain a unified and coordinated operational structure and process that appropriately integrates all critical stakeholders and supports the execution of core capabilities.

Forensics and Attribution Conduct forensic analysis and attribute terrorist acts (including the means and methods of terrorism) to their source, to include forensic analysis as well as attribution for an attack and for the preparation for an attack to prevent initial or follow-on acts and/or swiftly develop counter-options.

Intelligence and Information Sharing Provide timely, accurate, and actionable information resulting from the planning, direction, collection, exploitation, processing, analysis, production, dissemination, evaluation, and feedback of available information concerning physical and cyber threats to the OA, its people, property, or interests. Information sharing is the ability to exchange intelligence, information, data, or knowledge among government or private sector entities, as appropriate.

Interdiction and Disruption Delay, divert, intercept, halt, apprehend, or secure threats and/or hazards.

Screening, Search, and Detection Identify, discover, or locate threats and/or hazards through active and passive surveillance and search procedures. This may include the use of systematic examinations and assessments, bio-surveillance, sensor technologies, or physical investigation and intelligence.

Access Control and Identity Verification Apply and support necessary physical, technological, and cyber measures to control admittance to critical locations and systems.

Cybersecurity Protect (and if needed, restore) electronic communications systems, information, and services from damage, unauthorized use, and exploitation.

Physical Protective Measures Implement and maintain risk-informed countermeasures, and policies protecting people, borders, structures, materials, products, and systems associated with key operational activities and critical infrastructure sectors.

Risk Management for Protection Programs and Activities Identify, assess, and prioritize risks to inform Protection activities, countermeasures, and investments.

Supply Chain Integrity and Security Strengthen the security and resilience of the supply chain.

Community Resilience Enable the recognition, understanding, communication of, and planning for risk and empower individuals and communities to make informed risk management decisions necessary to adapt to, withstand, and quickly recover from future incidents.

Long-term Vulnerability Reduction Build and sustain resilient systems, communities, and critical infrastructure and key resource lifelines to reduce their vulnerability to natural, technological, and human-caused threats and hazards by lessening the likelihood, severity, and duration of the adverse consequences.

Risk and Disaster Resilience Assessment Assess risk and disaster resilience so that decision makers, responders, and community members can take informed action to reduce their entity's risk and increase their resilience.

Threats and Hazards Identification Identify the threats and hazards that occur in the geographic area; determine the frequency and magnitude; and incorporate this into analysis and planning processes to clearly understand the needs of a community or entity.

Critical Transportation Provide transportation (including infrastructure access and accessible transportation services) for response priority objectives, including the evacuation of people and animals, and the delivery of vital response personnel, equipment, and services into the affected areas.

Environmental Response/Health and Safety Conduct appropriate measures to ensure the protection of the health and safety of the public and workers, as well as the environment, from all-hazards in support of responder operations and the affected communities.

Fatality Management Services Provide fatality management services, including decedent remains recovery and victim identification, working with local, state, tribal, territorial, insular area, and federal authorities to provide mortuary processes, temporary storage or permanent internment solutions, sharing information with mass care services for the purpose of reunifying family members and caregivers with missing persons/remains, and providing counseling to the bereaved.

Fire Management and Suppression Provide structural, wildland, and specialized firefighting capabilities to manage and suppress fires of all types, kinds, and complexities while protecting the lives, property, and the environment in the affected area.

Infrastructure Systems Stabilize critical infrastructure functions, minimize health and safety threats, and efficiently restore and revitalize systems and services to support a viable, resilient community.

Logistics and Supply Management Deliver essential commodities, equipment, and services in support of impacted communities and survivors, to include emergency power and fuel support, as well as the coordination of access to community staples. Synchronize logistics capabilities and enable the restoration of impacted supply chains.

Mass Care Services Provide life-sustaining and human services to the affected population, to include hydration, feeding, sheltering, temporary housing, evacuee support, reunification, and distribution of emergency supplies.

Mass Search and Rescue Operations Deliver traditional and atypical search and rescue capabilities, including personnel, services, animals, and assets to survivors in need, with the goal of saving the greatest number of endangered lives in the shortest time possible.

On-scene Security, Protection, and Law Enforcement Ensure a safe and secure environment through law enforcement and related security and protection operations for people and communities located within affected areas and also for response personnel engaged in lifesaving and life-sustaining operations.

Operational Communications Ensure the capacity for timely communications in support of security, situational awareness, and operations by any and all means available, among and between affected communities in the impact area and all response forces.

Public Health, Healthcare, and Emergency Medical Services Provide lifesaving medical treatment via Emergency Medical Services and related operations and avoid additional disease and injury by providing targeted public health, medical, and behavioral health support, and products to all affected populations.

Situational Assessment Provide all decision makers with decision-relevant information regarding the nature and extent of the hazard, any cascading effects, and the status of the response.

Economic Recovery Return economic and business activities (including food and agriculture) to a healthy state and develop new business and employment opportunities that result in an economically viable community.

Health and Social Services Restore and improve health and social services capabilities and networks to promote the resilience, independence, health (including behavioral health), and well-being of the whole community.

Housing Implement housing solutions that effectively support the needs of the whole community and contribute to its sustainability and resilience.

Natural and Cultural Resources Protect natural and cultural resources and historic properties through appropriate planning, mitigation, response, and recovery actions to preserve, conserve, rehabilitate, and restore them consistent with post-disaster community priorities and best practices and in compliance with applicable environmental and historic preservation laws and executive orders.

The 32 core capabilities have been grouped into five mission areas to serve as an aid in organizing our preparedness activities. Some capabilities fall into only one mission area, while others apply to several mission areas.

Prevention Prevention includes those capabilities necessary to avoid, prevent or stop a threatened or actual act of terrorism. It is focused on ensuring we are optimally prepared to prevent an imminent terrorist attack within the community. The core capabilities that support the Prevention mission include:

- Planning
- Public Information and Warning
- Operational Coordination
- Forensics and Attribution
- Intelligence and Information Sharing
- Interdiction and Disruption
- Screening, Search, and Detection

Protection Protection includes the capabilities necessary to secure the homeland against acts of terrorism and manmade or natural disasters. It is focused on actions to protect the citizens, residents, visitors, and critical assets, systems, and networks against our greatest risks to our community in a manner that allows our interests, aspirations, and way of life to thrive. The core capabilities that support the Protection mission include:

- Planning
- Public Information and Warning
- Operational Coordination
- Access Control and Identity Verification
- Cybersecurity
- Intelligence and Information Sharing
- Interdiction and Disruption
- Physical Protective Measures

- Risk Management for Protection Programs and Activities
- Screening, Search, and Detection
- Supply Chain Integrity and Security

Mitigation Mitigation includes the capabilities necessary to reduce the loss of life and property by lessening the impact of disasters. It is focused on the premise that individuals, the private sector, communities, critical infrastructure, and the community as a whole are made more resilient when the consequences and impacts, the duration, and the financial and human costs to respond to and recover from adverse incidents are all reduced The core capabilities that support the Mitigation mission include:

- Planning
- Public Information and Warning
- Operational Coordination
- Community Resilience
- Long-Term Vulnerability Reduction
- Risk and Disaster Resilience Assessment
- Threats and Hazards Identification

Response Response includes the capabilities necessary to save lives, protect property and the environment, and meet basic human needs after an incident has occurred. It is focused on ensuring that the community is able to effectively respond to any threat or hazard, including those with cascading effects, with an emphasis on saving and sustaining lives and stabilizing the incident, as well as rapidly meeting basic human needs, restoring basic services and community functionality, establishing a safe and secure environment, and supporting the transition to recovery. The core capabilities that support the Response mission include:

- Planning
- Public Information and Warning
- Operational Coordination
- Critical Transportation
- Environmental Response/Health and Safety
- Fatality Management Services
- Fire Management and Suppression
- Logistics and Supply Chain Management
- Infrastructure Systems
- Mass Care Services
- Mass Search and Rescue Operations
- On-Scene Security, Protection, and Law Enforcement
- Operational Communications
- Public Health, Healthcare, and Medical Services
- Situational Assessment

Recovery Recovery includes the core capabilities necessary to assist communities affected by an incident to recover effectively. It is focused on a timely restoration, strengthening, and revitalization of

the infrastructure; housing; a sustainable economy; and the health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic incident. The core capabilities that support the Recovery mission are:

- Planning
- Public Information and Warning
- Operational Coordination
- Economic Recovery
- Health and Social Services
- Housing
- Infrastructure Systems
- Natural and Cultural Resources

1.4 Planning Assumptions

The organizations described or noted in this EOP will be aware of significant emergency conditions as they arise. These conditions will trigger a response consistent with the respective responsibilities and roles defined either by the EOP, or other legal and policy frameworks. The responding organizations will be constrained in their response by the level of training, readiness activities, and interagency coordination undertaken prior to the incident. The planning assumptions are as follows:

- The citizens in the Town of Los Gatos will be expected to provide for their immediate needs to the extent possible for potentially several days following a catastrophic event, or for at least 24 hours following a location-specific incident. This may include public as well as private resources in the form of lifeline services.
- Public, private and volunteer organizations, and the general public will have to utilize their own resources and be self-sufficient for potentially several days, possibly longer.
- In the event of a large-scale incident or event, it may become necessary to shelter a substantial number of the Town population due to either evacuation or damage to residences.
- A catastrophic earthquake would adversely impact local government and response capabilities. Consequently, a number of local emergencies may be proclaimed.
- Communications, electrical power, water lines, natural gas lines, sewer lines, and fuel stations may be seriously impaired following a major incident and may not be fully restored for 30 days or more.
- Transportation corridors will be affected so only equipment, foodstuffs, supplies, and materials on hand may be available for use during the first several days or more of emergency operations.
- Large numbers of medically fragile evacuees may require transportation to/from shelter locations.
- It is possible only emergency response personnel on duty at the time of a significant earthquake will be available during the first operational period.
- Infrastructure damage may limit the number of emergency response personnel available to staff the Town of Los Gatos EOC or other incident management organization functions for at least 12 hours.

- In the event of a complex large incident or event, a clear picture regarding the extent of damage, loss of life, and injuries may not be known for well over a day.
- County support of city emergency operations will be based on the principal of self-help. The Town will be responsible for utilizing all available local resources along with initiating mutual aid and cooperative assistance agreements before requesting assistance from the county per SEMS.
- There will be multiple operations or logistics needs for the same facilities located in the county although owned and controlled by outside agencies including the State and Federal government or the private-sector.
- The Town of Los Gatos' planning, policies, strategies, operations, and tactics will make every effort to consider the needs of the general population, children of all ages, individuals with disabilities and others with access and functional needs.
- Some evacuees may require specialized medical care found only in a hospital, and/or access to medication, refrigeration, mobility devices, or service animals.
- The Town, in collaboration with the American Red Cross will ensure shelters meet the minimum requirements of the Americans with Disabilities Act of 1990 (ADA).
- The Town of Los Gatos EOC capabilities may be limited for the first operational period if communication links to other agencies and Town departments are impacted.
- Essential Town services will be maintained as long as conditions permit.
- An emergency will require prompt and effective response and recovery operations by the entire Town of Los Gatos incident management enterprise, to include emergency services, mutual aid resources, disaster relief and volunteer organizations, the private sector, the elected, executive, strategic, operational, and tactical incident responders, and the whole community.
- Because of damage to the transportation infrastructure, out-of-region mutual aid, State and Federal resources, and resources from other states may not begin to arrive for several days.
- All emergency response staff are trained and experienced in operating under the SEMS/NIMS/ICS protocols and procedures.
- Parts of the entire Town may be affected by environmental and technological emergencies.
- The Department of Homeland Security will provide threat conditions and identify possible targets through the regional intelligence collection and dissemination structures.
- Control over Town of Los Gatos resources will remain at the Town-level even though the Governor has the legal authority to assume control in a State Proclamation of Emergency

SECTION 2: CONCEPT OF OPERATIONS

Town of Los Gatos' departments, including Town Manger's Office, Los Gatos-Monte Sereno Police Department, Planning Department and Parks and Public Works identify potential threats to life, property and the environment, and then develops plans and procedures to respond to those threats. These plans and procedures will help to coordinate and support emergency response and recovery activities and will be tested through exercises and validated by the results of actual response. The goal is to maintain a robust incident management organization with strong collaborative ties among Town departments, our government partners, community-based organizations, volunteers, and the private sector. The Town conforms to, and this EOP complies with, SEMS, NIMS, and ICS guidelines.

2.1 National Response Framework (NRF)

The NRF is based upon the premise that incidents are handled at the lowest jurisdictional level. In the vast majority of incidents, state and local resources and interstate mutual aid will provide the first line of emergency response and incident management support. When state resources and capabilities are overwhelmed, Governors may request federal assistance. The NRF provides the framework for federal interaction with state, local, tribal, private sector and non-governmental entities in the context of domestic incident management to ensure timely and effective federal support.

The NRF is the core operational plan for national incident management, and establishes national-level coordinating structures, processes, and protocols that will be incorporated into certain existing federal interagency incident or hazard-specific plans. The NRF is intended to facilitate coordination among local, state, tribal, and federal governments and the private sector without impinging on any jurisdiction or restricting the ability of those entities to do their jobs. The NRF does not alter or impede the ability of first responders to carry out their specific authorities or perform their responsibilities.

The NRF and NIMS are designed to work in tandem to improve the Nation's incident management capabilities and overall efficiency. Use of NIMS enables local, state, tribal, and federal governments and private-sector and non-governmental organizations (NGOs) to work together effectively and efficiently to prevent, prepare for, respond to, and recover from actual or potential domestic incidents regardless of cause, size, or complexity.

2.2 Standard Emergency Management System (SEMS)

SEMS is required by California Government Code Section 8607(a) for managing response to multi-agency and multi-jurisdiction incidents in California. SEMS incorporates the use of the ICS, the California Master Mutual Aid Agreement, the Operational Area Concept, and multi-agency coordination. Local governments must use SEMS to be eligible for reimbursement of their response-related personnel costs under state disaster assistance programs.

2.3 National Incident Management System (NIMS)

NIMS provides a comprehensive, whole community, whole government approach to incident management for all hazards and integrates existing best practices into a consistent nationwide approach to domestic incident management that is applicable to all jurisdictional levels and across functional disciplines. NIMS is based on a balance of flexibility and standardization that allows government and

private entities at all levels to work together to manage domestic incidents, regardless of their cause, size, location, or complexity. Five major components make up this system's approach: preparedness; communications and information management; resource management; command and management; and ongoing management and supporting technologies.2.4 Incident Command System (ICS)

A primary component of SEMS and NIMS, ICS is a standardized on-scene emergency management system designed to allow for an integrated organizational structure equal to the complexity and demands of single or multiple incidents without being hindered by jurisdictional boundaries. ICS addresses both organization and process. ICS is used to manage facilities, equipment, personnel, procedures, and communications using a common organizational structure and standardized procedures, per the ICS Field Operations Guide (ICS 420-1).

2.4 Integrating Federal, State, and local Systems

Taken together the NRF, SEMS, NIMS, ICS, and this EOP integrate the capabilities and resources of various governmental jurisdictions, incident management and emergency response disciplines, non-governmental organizations (NGOs), and the private sector into a cohesive, coordinated, and seamless national framework for domestic incident management. Field level emergency responders, Department Operations Center (DOC) staff, Emergency Operations Center (EOC) staff, department executives, elected officials, and public information officers all have a vital role in successful comprehensive incident management and make up the Incident Management Enterprise. For a complete crosswalk of the Federal Emergency Support Functions (ESFs), State Emergency Functions (EFs), county EOC functions, and local EOC functions see Appendix A.

2.5 Phases of Emergency Management

Emergency management functions are generally grouped into the four phases of mitigation, preparedness, response, and recovery. The grouping of emergency management functions is useful for classifying and conceptualizing activities. While useful for targeting efforts and resources, the phases of emergency management are not distinct; activities in each phase often overlap with other phases. For example, recovery projects often include elements of mitigation (e.g., rebuilding structures using current building codes) and response often includes recovery measures (e.g., immediate debris removal). The phases are also cyclical in nature—lessons learned from an incident are applied in preparedness efforts for future emergencies and major disasters. The following sections provide examples of the types of activities that take place in each phase.

Mitigation

Mitigation activities occur before, during, and after incidents. Post-disaster mitigation is part of the recovery process. Eliminating or reducing the impact of hazards that exist within the Town of Los Gatos and are a threat to life and property are part of the mitigation efforts.

Mitigation tools include:

- Detailed plans to mitigate future hazards
- Land use planning
- Local ordinances and statutes (zoning ordinances, building codes, etc.)
- Structural measures
- Tax levies or abatements
- Public information and community relations

Preparedness

Preparedness activities are taken in advance of an emergency and develop operational capabilities, enact protective measures, and enhance effective responses to a disaster. These activities can include emergency/disaster planning, training and exercises, and public education. Citizen preparedness activities

are key elements in this phase and a significant factor in the success of a community in responding to an emergency. Members of the incident management enterprise and local organization develop EOPs, SOPs, and checklists detailing personnel assignments, policies, notification rosters, and resource lists. Personnel are made familiar with these EOPs, SOPs, and checklists through periodic training in the activation and execution of procedures.

The Town Manager's Office and Los Gatos-Monte Sereno Police Department maintain several contact lists of agencies and personnel critical to emergency operations. Those lists include; Town EOC responders, key contacts within other jurisdictions and operational area contacts, local service providers and other organizational contacts.

Response

The response phase can be further broken down into three types of response—pre-emergency, immediate, and on-going emergency responses.

Pre-Emergency Response (or Crisis Response) If warning mechanisms exist for a particular hazard then response actions to emphasize protection of life, property, and environment can be anticipated. Typical pre-emergency and crisis response actions may include:

- Alerting necessary agencies, placing critical resources on stand-by
- Warning threatened populations of the emergency and apprising them of safety measures to be implemented
- Evacuation of threatened populations to safe areas
- Identifying the need for mutual aid
- Proclamation of a Local Emergency by local authorities

Immediate Emergency Response During this phase, emphasis is placed on saving lives and property, attempting to establish and maintain control of the situation, and minimizing effects of the disaster. Immediate response is accomplished within the affected area by local government agencies and segments of the private sector. The primary activities are initiated on-scene by first or early responders.

On-Going (or Sustained) Emergency Response In addition to continuing preservation of life and property, critical actions such as mass care, relocation, public information, situation analysis, and damage assessment operations may be initiated. Ongoing response usually involves many organizations and the activation of the Town of Los Gatos EOC.

Recovery

At the onset of an emergency, actions are taken to enhance the effectiveness of recovery operations. Recovery includes both short-term activities intended to return vital life-support systems to operation, and long-term activities designed to return infrastructure systems to pre-disaster conditions. The recovery phase may also include cost recovery activities. The major objectives of the recovery period include:

- Reinstatement of family and community integrity
- Provision of essential public services
- Restoration of private and public property

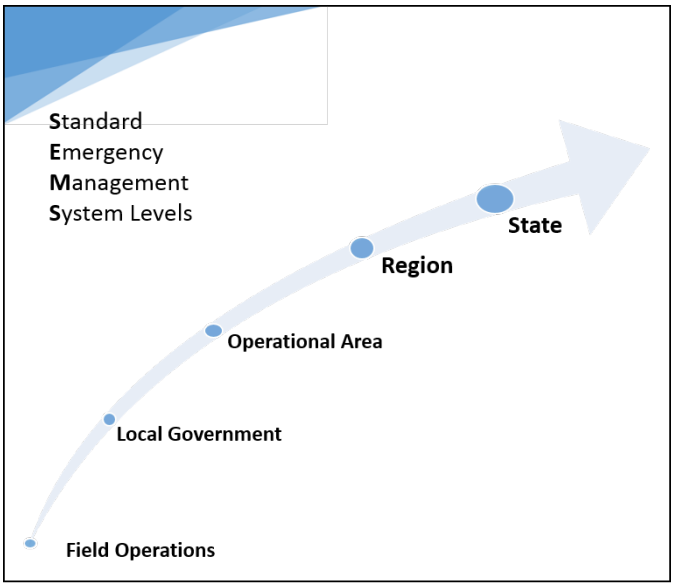
- Identification of residual hazards
- Preliminary plans to mitigate future hazards
- Recovery of costs associated with response and recovery efforts
- Coordination of state and federal public and individual assistance

SECTION 3: ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

SEMS designates five organizational levels—field response level, local government level, OA level, regional level, and state level with each level being activated in a modular component network style as needed.

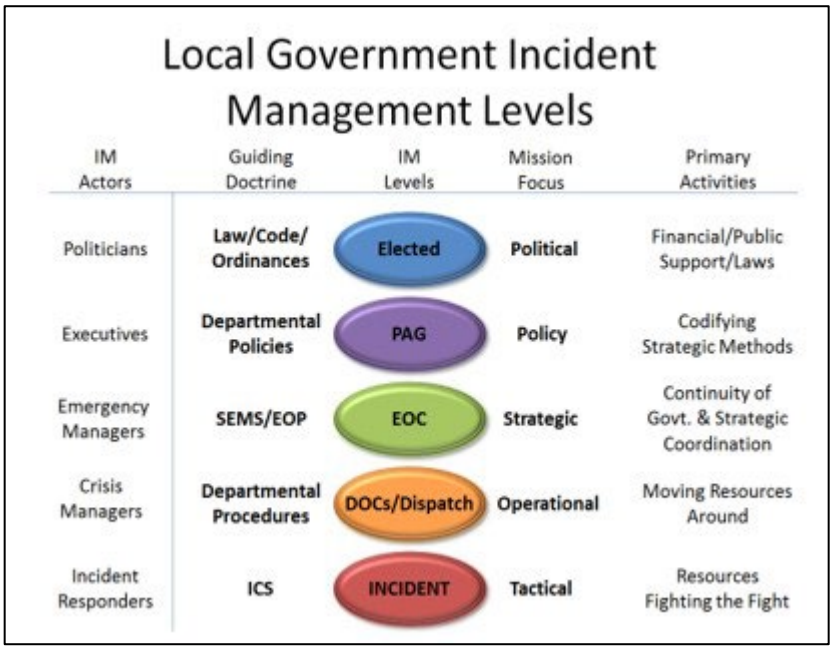
3.1 Field Response

The field response level is where emergency response personnel and resources, under the command of an appropriate authority, carry out tactical decisions and activations in direct response to an incident, multiple incidents, or threat. This is the incident level- where the emergency response begins. SEMS regulations require the use of ICS at this level of an incident. The Town of Los Gatos field responders include, but aren't limited to, the Los Gatos-Monte Sereno Police Department, the Santa Clara County Fire Department, and the Town's Parks and Public Works Department.



3.2 Local Government

Local governments include cities, towns, counties, and special districts. As a local government, the Town of Los Gatos manages and coordinates overall emergency response and recovery activities when multiple emergency agencies, like the Police Department and Parks and Public Works Department are involved in an incident. This can be done through a virtual or in-person emergency operation center (EOC). It is the first coordination level above the field response. Local governments are required to use SEMS when their EOC is activated, or when a local emergency is declared.



Local Government Responsibilities

- Collaborate with County OES to ensure SEMS and NIMS compliance
- Follow SEMS and NIMS requirements and guidelines
- Participate in SEMS and NIMS training and development among Town staff
- Incorporating NIMS requirements into this EOP
- Identification of all Town departments involved in field level response
- Identification of special districts that operate or provide services within the Town
- Integration of local volunteer and private agencies that have an emergency response role
- Determining the emergency role of the local volunteer and private agencies and making provisions for coordination during emergencies

All staff who may work in the EOC, or at the field level will receive appropriate SEMS/NIMS/ICS training as recommended by the Department of Homeland Security. New personnel will be trained as they are hired or assigned. To validate preparedness and planning efforts, the Town will develop an exercise program that provides periodic exercises for EOC personnel under SEMS/NIMS/ICS guidelines.

The Town's full-time Emergency Manager, assigned to the Town Manager's Office, supports the overall coordination and readiness of the emergency management program. During an Emergency Operations Center (EOC) activation, the Emergency Manager serves as the EOC Coordinator. In this role, the Emergency Manager oversees the internal functioning of the EOC, facilitates coordination across activated sections, ensures the development of the EOC Action Plan, manages operational briefings, and maintains situational awareness and documentation throughout the operational period.

The Emergency Manager is authorized, per this Emergency Operations Plan and under the delegated authority of the Director of Emergency Services, to activate the EOC when incident conditions meet the thresholds established in this plan.

Training Standards

Purpose. Establish Town training and exercise standards for EOC roles. The Town maintains compliance with the **National Incident Management System (NIMS)** and California's **Standardized Emergency Management System (SEMS)**. EOC personnel will complete NIMS/SEMS training consistent with FEMA and Cal OES guidance.

Minimums by role

Role	Required Training
Policy Group	G0402
EOC Management & Leadership	IS-100, G0191, G-611, IS-700, IS-800, IS-2200, G-2300
General Staff	IS-100, G-191, G-611, IS-700, IS-800, IS-2200

- Training currency will be maintained through participation in EOC exercises or drills.
- Training records will be maintained by the Town Manager's Office.

Town of Los Gatos Emergency Organization

The Town of Los Gatos Code of Ordinances, Section 8.10.030 establishes the Town Manager as the Director of Emergency Services and the Town Police Chief as the Assistant Director of Emergency Services. The Assistant Director shall exercise all powers vested by the Director in the event of the absence or incapacitation of the Director. The Director of Emergency Services is responsible to the Town Council and serves as the EOC Director.

Order of Succession for Emergency Management Leadership

To ensure the continuity of emergency management operations and timely decision-making during emergencies, the following order of succession is established for the Director of Emergency Services. This succession order will be activated in the event of the absence, incapacitation, or unavailability of the Town Manager (Director of Emergency Services) and/or the Chief of Police (Assistant Director of Emergency Services):

1. Assistant Town Manager
2. Emergency Manager
3. Senior Department Head (by tenure or designation)
4. Deputy Police Chief
5. Acting department head designated by the Town Manager or Town Council

The Emergency Manager serves as the EOC Coordinator during EOC activations and is responsible for internal coordination, development of EOC Action Plans, and facilitating situational awareness across sections. This order of succession ensures continuity of emergency functions and compliance with Standardized Emergency Management System (SEMS) principles.

This succession framework is established under the delegated authority provided to the Director of Emergency Services per Los Gatos Municipal Code §8.10.035(b), which authorizes the issuance of emergency-related policies and procedures.

Town of Los Gatos Emergency Operations Center (EOC)

The Director of Emergency Services, supported by Town staff, including department directors, will coordinate the Town's strategic disaster response and management out of the Town EOC.

An EOC is a location, preferably in-person, but can be virtual, from which centralized emergency management can be performed during an emergency or disaster. An EOC makes possible a coordinated response by the Director of Emergency Services, emergency management staff, and representatives from agencies and other organizations who are assigned emergency management responsibilities. An EOC provides a central location of authority and information, and, when in-person, allows for face-to-face coordination and collaboration among personnel that represent governmental incident management functions/capabilities who must make strategic emergency decisions to ensure incident support and continuity of government.

The Town EOC is the focal point for communication between the Town and the Operational Area, as well as between the Town and field response agencies. Position-based SOPs and checklists are followed during

a Town EOC activation. The level of staffing will vary based on the needs of the specific event or incident. Ensuring the EOC is ready to activate at any time is the responsibility of the Director of Emergency Services and is carried out by Town staff.

The following activities are performed in the Town EOC:

- Information Sharing
- Limited Resource Management
- Support of field response operations
- Receive and disseminate warning information
- Collect intelligence from, and disseminate information to, the various Town EOC representatives, and, as appropriate, to OA, county, cities/towns, special districts, state and federal agencies
- Prepare intelligence/information summaries, situation reports, operational reports, and other reports as needed
- Maintain general and specific maps, information display boards, and other data pertaining to OA emergency operations and situational awareness
- Ensure Continuity of government priorities, objectives, and actions are taken
- Analysis and evaluation of all data pertaining to OA emergency operations
- Maintain contact and coordination with the OA EOC, and as needed, other local jurisdiction EOCs, and the state
- Provide emergency information and instructions to the public, making official releases to the news media and the scheduling of press conferences, as necessary
- Develop emergency policies and procedures

Location

The Town's Emergency Operations Center (EOC) is located at a secured Town facility. Alternate and virtual options are also available.

Activation

EOC activation can be done under the following circumstances:

1. On the order of the following:
    a. Town Manager
    b. Police Chief
    c. Assistant Town Manager
    d. Emergency Manager
2. When the Governor has proclaimed a State of Emergency in an area including Los Gatos.
3. Automatically on the proclamation of a State of War Emergency as defined in California Emergency Services Act (Chapter 7, Division 1, Title 2, California Government Code).
4. A Presidential declaration of a National Emergency in an area including Los Gatos.
5. Automatically on receipt of an attack warning or actual attack on the United States.

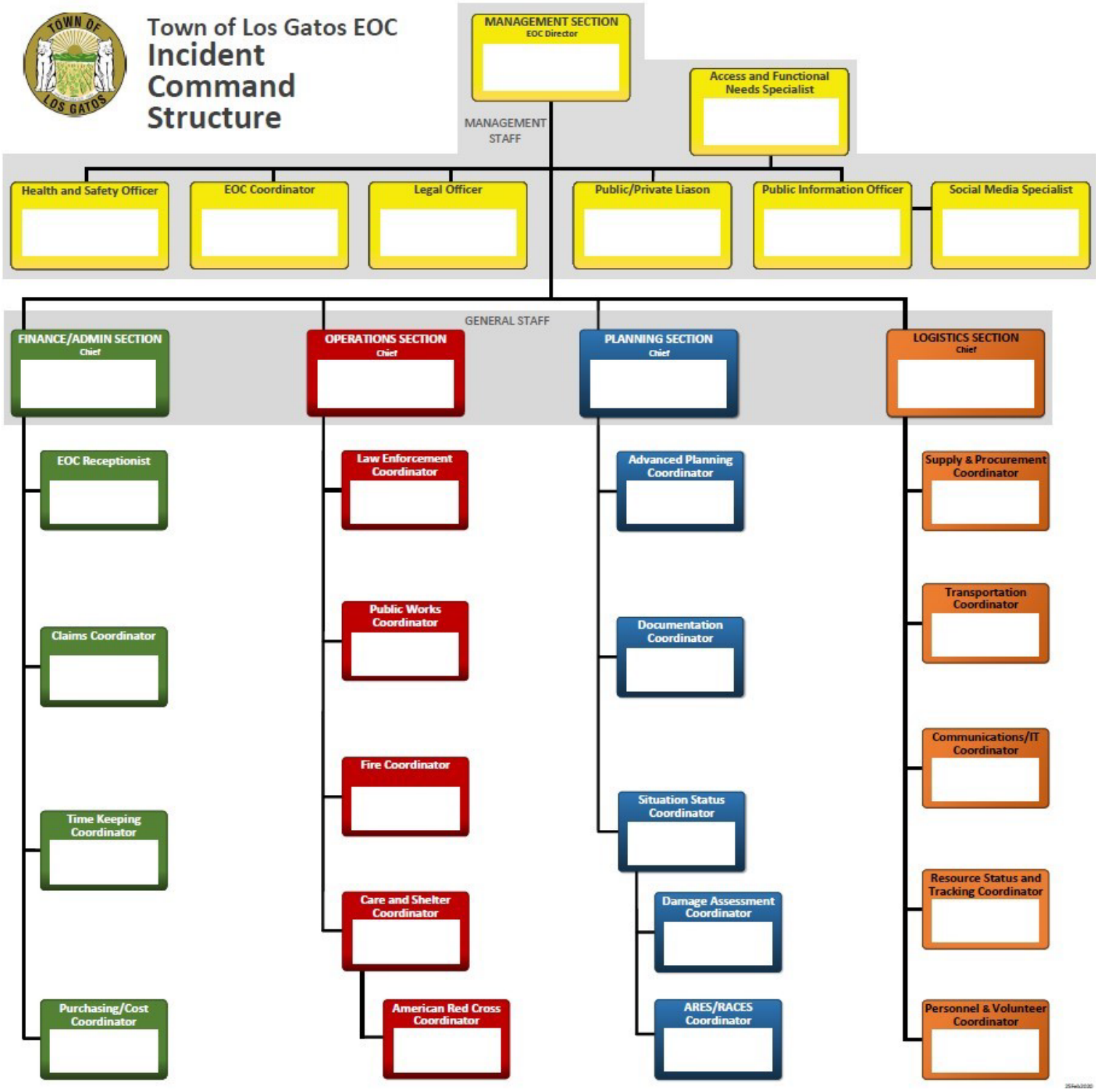
6. The Town EOC can be activated prior to and completely without an emergency proclamation. Both the EOP and the EOC are flexible instruments of disaster response that can be used only in the parts needed for smaller responses and can also be used to the fullest for major responses. Generally, there are three considerations when deciding to activate the EOC:
    a. The ability of the Town government to function
    b. The ability of the people in the Town to go about their daily lives
    c. The status of infrastructure in the Town including roads, electricity, gas, bridges, water, sewage, etc.

Objectives

The overall objective of emergency management is to ensure the effective government preparedness, mitigation, response, and recovery for situations associated with natural disasters, terrorist attacks, technological incidents, and national security emergencies. To carry out its responsibilities, the Town of Los Gatos EOC organization will accomplish the following objectives during a disaster/emergency:

- Support and coordinate emergency response and recovery operations
- Provide an active presence of the Town Manager, or designee, in setting objectives, establishing priorities, and making decisions that affect Town government and the general public
- Coordinate and work with appropriate federal, state and other local government agencies, as well as applicable segments of private sector entities and volunteer agencies to assess situation status, monitor resource needs, and coordinate requests for resources from outside agencies and jurisdictions
- Establish priorities and resolve conflicting demands for support or scarce resources
- Ensure Continuity of government priorities, objectives, and actions are taken
- Prepare and disseminate information to alert, warn, and inform the public
- Collect and disseminate damage and other essential data about the situation
- Fulfill obligations for intelligence gathering and information flow as described in SEMS and other guidelines
- Provide logistical support for the emergency response where appropriate and requested
- Oversee and manage activities incurring costs and expenditures
- Collect records needed for successful cost recovery

Organization The diagram below is the current EOC organizational structure.



Deactivation

Deactivation of the Town EOC occurs upon order of the EOC Director based on incident status. Deactivation may occur through a gradual decrease in staffing or all at once. Town EOC responders must follow applicable deactivation procedures as directed by the EOC Director and identified in the Town EOC position-specific checklists.

3.3 Operational Area (OA)

The "Operational Area" is conceptual in nature and incorporates the effective incident management collaboration of the various jurisdictions within the boundaries of Santa Clara County. The County of Santa Clara, as a jurisdiction and organization is charged with taking the lead coordination and arbitration role within the OA and with being the primary point of contact and for the region and state. In an OA lead entity capacity, the County manages and/or coordinates information, resources, and priorities among local governments and serves as the link between the local government level and the regional level. At this level, the governing bodies are required in SEMS to reach consensus on how resources will be allocated in a major crisis affecting multiple jurisdictions or agencies.

California Government Code, Title 2, Division 1, Chapter 7, Article 9—California Emergency Services Act—defines an operational area as:

"Each county is designated as an operational area. In a state of war emergency each operational area shall serve as a link in the system of communications and coordination between the state's emergency operating centers and the operating centers of the political subdivisions comprising the operational area.

The governing bodies of each county and of the political subdivisions in the county may organize and structure their operational area.

An operational area may be used by the county and the political subdivisions comprising the operational area for the coordination of emergency activities and to serve as a link in the communications system during a state of emergency or a local emergency." (Government Code § 8605)

Additionally, in accordance with California Code of Regulations, Title 19, Division 2, Chapter 1, Article 4—Standardized Emergency Management System—"The county government shall serve as the lead agency of the operational area unless another member agency of the operational area assumes that responsibility by written agreement with County government." (19 California Code of Regulations § 2409)

Operational Area Agreement

In accordance with state statute the OA was organized in 1995 with a cooperative agreement (Santa Clara County Ordinance Code § A8-5) between the County and the 15 cities/towns located within the county geographic area. The Santa Clara County Operational Area Disaster Response and Recovery Organization Interim Agreement defines the OA and provides for sharing of critical information and emergency resources in a disaster, as well as for compliance with SEMS requirements.

Operational Area Responsibilities

The implementation of SEMS and NIMS is a cooperative effort of all departments and agencies within the county, cities/towns, and special districts that have an incident management and/or emergency response role. While every jurisdiction is charged with SEMS and NIMS compliance, County OES has the lead responsibility for SEMS and NIMS collaboration, implementation, and planning with responsibilities for:

- Communicating information within the OA on SEMS and NIMS requirements and guidelines
- Reporting NIMS compliance to Cal OES and the Department of Homeland Security
- Identification of all county departments and agencies involved in field level response
- Identification of departments and agencies with a DOC
- Coordinating with local jurisdictions and volunteer and private agencies on development and implementation of SEMS and NIMS
- Identification of special districts that operate or provide services within the OA
- Determining the emergency role of the OA special districts and making provisions for coordination during emergencies
- Identification of local volunteer and private agencies that have an emergency response role
- Determining the emergency role of the OA volunteer and private agencies and making provisions for coordination during emergencies

3.4 Region

Because of its size and geography, the state has been divided into three administrative regions each with an EOC, to include the Southern, Coastal, and Inland regions. Santa Clara County is in the Coastal Region. Additionally, the state has been divided into six mutual aid regions. Santa Clara County resides in Mutual Aid Region Two, which is based out of Alameda County. The Regional Emergency Operations Center (REOC) prioritizes requests and provides support to the OAs in their region. This is to provide for more effective application and coordination of mutual aid and other related activities.

3.5 State

The State Operations Center (SOC) level is in Sacramento at the Cal OES headquarters. Cal OES manages state resources in response to the emergency needs of the other levels. The state also serves as the coordination and communication link between the state and the federal disaster response system.

3.6 Additional Support and Planning Organizations

The groups, committees, and organizations identified below all participate in ensuring the Town's preparedness to respond to emergencies and disasters.

Disaster Service Workers (DSWs)

The Disaster Service Worker Volunteer Program (DSWVP) was created as the result of legislation to provide workers' compensation benefits to registered Disaster Service Worker (DSW) volunteers who are injured while participating in authorized disaster-related activities, including pre-approved training. Disaster service, as defined for the Program, is designed to aid in the response and recovery phases in a disaster or emergency. It does not include the day-to-day emergency response activities typically associated with, for example, law enforcement, fire services or emergency medical services. The Program also provides limited immunity from liability.

In accordance with state law (California Code of Regulations (CCR) Title 2, Division 2, Chapter 2, Subchapter 3) and Town ordinance (Sec. 8.10.035.b.3) all Town employees are designated as disaster service workers (DSWs). In the event of an emergency the expectation is that Town employees and volunteers will secure their own homes and families and then, if possible and if they are so instructed, they will return to the Town to assist in response activities. Continuity of government services is critical during disasters, and Town employees will play an important role in maintaining the services necessary for the community to recover from a disaster. Additionally, volunteers may register with the county through a virtual Emergency Volunteer Center (EVC) on an as-needed basis in an emergency to be designated DSWs and fill important roles in the overall response effort. Volunteer DSWs may include:

- Community Emergency Response Team (CERT) members
- Amateur radio operators
- Other volunteers

Community Emergency Response Team (CERT)

The Los Gatos-Monte Sereno CERT program educates volunteers about disaster preparedness for hazards that may impact their immediate area and trains them in basic disaster response skills, such as: fire safety, light search and rescue, team organization, and disaster medical operations.

Using classroom and simulation-based education, CERT members can assist others in the neighborhood or workplace immediately following an event when emergency responders may not be immediately available to help.

The Los Gatos-Monte Sereno Police Department will continue to promote a consistent and standardized approach to CERT team activation, mobilization, utilization, and integration into the Town Incident Management structure.

Amateur Radio Emergency Services/Radio Amateur Civil Emergency Services (ARES/RACES)

The Town of Los Gatos utilizes the volunteer services of the Los Gatos-Monte Sereno ARES/RACES amateur radio operators during emergency activations. The licensed radio operators perform radio communication services to the Town and Santa Clara County as requested. When activated during an emergency, Los Gatos-Monte Sereno ARES/RACES will enable radio communications between CERT's Incident Command Posts collecting information in the field and the Town's EOC.

The volunteer group will also provide radio backup services for sharing information between the Town's EOC and the County of Santa Clara. They will operate as described by the Federal Communications Commission in their Radio Amateur Civil Emergency Service (RACES) capacity.

The Los Gatos-Monte Sereno ARES/RACES radio operators will also serve the Planning Section of the Town of Los Gatos EOC and will be available to support communications with the California OES Auxiliary Communications Services (ACS) as needed.

Emergency Operational Area Council (EOAC)

The Santa Clara County Emergency Operational Area Council (EOAC) is charged in Santa Clara County Ordinance Code § A8-24 with the purpose to enhance planning and preparedness for large-scale emergencies; to create effective partnerships in emergency planning, preparedness, training and exercise within the OA; to consolidate activities of cities and special districts to participate more efficiently in planning for future emergencies and disasters; to provide access to public-private partners to participate in emergency planning and preparedness; and to develop broad-based emergency preparedness and planning funding priorities and recommendations.

Operational Area Signatories (OAS)

The Operational Area Signatories (OAS) is an advisory body to the EOAC and is made up of emergency management representatives from the various jurisdictions and special districts within the OA. The OAS collaborates on emergency and incident management planning, logistics, and training and exercise priorities to ensure greater OA consistency and interoperability, as well as ensuring periodic information sharing and situational awareness. Additionally, OAS makes recommendations to the EOAC for Emergency Management Performance Grant (EMPG) proposals and funding. The Town's Emergency Services Coordinator contributes to OAS meetings as scheduled.

Operational Area Advisory Group

The Operational Area Advisory Group is the mechanism by which the OAS ensures and captures whole community engagement, as recommended by FEMA, in its planning priorities, processes, and development; its training and exercise priorities, curriculums, and schedules; and its operations center (EOCs & DOCs) capability, interoperability, and functionality. Various core teams, working groups, and sub-working groups are established in topical areas to develop products; trainings and exercises; prioritize projects; and advise and report to the OAS on progress and status.

Disaster Council

The Town of Los Gatos' Disaster Council consists of the following:

1. The Mayor, who shall be the Chair.
2. The Director of Emergency Services, who shall be the Vice-Chair.
3. The Assistant Director of Emergency Services.

Other persons may be appointed by the Director with the advice and consent of the Town Council.

The Disaster Council, is empowered through Town Code Sec. 8.10.025, to develop and recommend for adoption by the Town Council, emergency and mutual aid plans and agreements and such ordinances and resolutions and rules and regulations as are necessary to implement such plans and agreements. The Disaster Council shall meet upon call of the Chair or, in the Chair's absence from the Town or inability to call such meeting, upon call of the Vice-Chair.

Director of Emergency Services

There is hereby created the office of Director of Emergency Services within Town Code Sec. 8.10.030. The Town Manager shall be the Director of Emergency Services. There is hereby created the office of Assistant Director of Emergency Services who shall be the Town Chief of Police. The Assistant Director shall exercise all powers vested by this chapter in the Director in the event of the absence or incapacitation of the Director.

Santa Clara County Emergency Managers Association

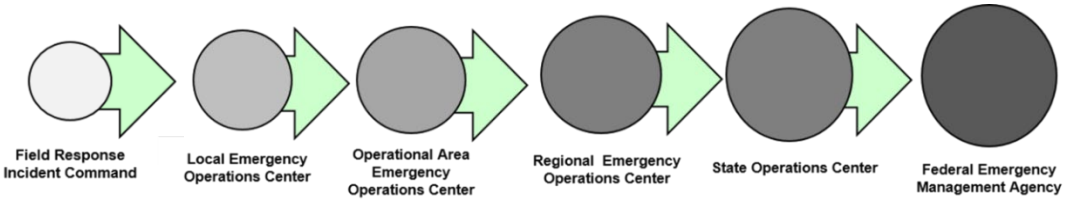
The Santa Clara County Emergency Managers Association is a professional organization of emergency management representatives. The group meets to discuss and coordinate local emergency preparedness, disaster recovery, hazard mitigation, and emergency and incident management-related issues and trends. The Town of Los Gatos is regularly represented at EMA monthly meetings.

Special Districts and Other Organizations

Many special districts, utilities, and private companies such as the Valley Transportation Authority (VTA), Valley Water District (VWD), and San Jose Water Company also have incident management systems for continuity of operations and to provide resources in support of an emergency response. Community Based Organizations (CBOs), Non-Governmental Organizations (NGOs), and private-sector organizations provide a range of services to address needs that are wholly or partly unmet by local, state, and federal governments during response and recovery operations.

SECTION 4: DIRECTION, CONTROL, AND COORDINATION

The emergency response is coordinated under SEMS, which provides a flexible, adaptable and expandable response organization to address all-hazards of varying magnitude and complexity. An EOC is activated to support field operations and ensure continuity of government when an incident threatens government services, requires additional resources beyond the capacity of the responding agency, or when resources exceed that which is available from within the jurisdiction as a whole. Communications between Los Gatos' field responders (e.g. Santa Clara County Fire Department) and the EOC are established when the EOC is activated. The Town's EOC will establish communications with the OA EOC and the OA EOC will communicate with the state through the REOC.



4.1 Direction and Control Interface

In a major emergency, the Town of Los Gatos' EOC might be activated to coordinate and support the overall response. Personnel that are part of a field level emergency response will utilize ICS to manage and direct on-scene operations. Tactical management of responding resources is always under the leadership of the on-site Incident Commander (IC) at the Incident Command Post (ICP). ICs report or communicate directly to the local EOC usually to their counterpart in the operations section (e.g. Parks and Public Works IC will communicate with the Public Works Coordinator in the Operations Section).

During multiple-incident situations within the county, an area command may be established to provide for the ICs at separate locations. Unified Command is an application of ICS and may be established at the field response level when more than one agency has jurisdictional responsibilities. Agencies work together through the designated members of the Unified Command to establish their designated ICs at a single ICP. Under Unified Command, entities develop a common set of objectives and strategies which provides the basis for a single Incident Action Plan.

4.2 Operational Area Coordination and Communication

As outlined in the Town of Los Gatos and OA Emergency Operations Plan, coordination and communication should be established between an activated local EOC and the OA EOC. Common communications modalities from the Operational Area EOC to the Town, include, but are not limited to, landline telephone, fax, cell phone, satellite phone, computer networks, amateur radio, and low-band EOC to EOC radio. The Town responsibilities involve coordinating with the OA and other organizations to support field-level emergency response personnel, activating the EOC, ensuring continuity of government, and issuing orders to protect and inform the public. In accordance with ICS principles, units in the field receive tactical direction from an on-scene IC. When and where possible, the county will include jurisdictional representatives in planning for jurisdictional support.

When an incident occurs and the Town activates the EOC and requests OA EOC support; or additional cities/towns have proclaimed a local emergency, the county is required under SEMS to activate the OA EOC. The OA EOC then becomes the focal point for information sharing and dissemination and supports or arbitrates requests by cities/towns within the county.

Emergency Operations Center Notification

The Town Manager's Office and Police Department maintain a roster of pre-identified/appointed Town EOC staff and will notify those personnel to report to the Town EOC using AlertSCC (or other appropriate system), the Town's alert and warning system. The EOC staff list includes Town department representatives and agency representatives who are part of each SEMS (and NIMS compliant) EOC section—management, operations, plans and intelligence, logistics, and finance and administration.

The list will be utilized when directed by the Director of Emergency Services or designee activates the Town of Los Gatos EOC. The Director of Emergency Services or designee will determine what positions of the Town EOC will initially be staffed and requested to report. The EOC responders list includes:

- Employees from Town departments and agencies with appropriate authority and expertise
- Representatives from outside agencies including:
    - Special districts
    - Other government agencies
    - Volunteer organizations
    - Private sector organizations

Coordination with Other Levels of Government

The Town Manager's Office has identified the special districts, private non-profit (PNP) organizations, and volunteer agencies within the geographical boundaries of the Town of Los Gatos that may have an emergency response role during an emergency or disaster. Their emergency roles have been identified and provisions for coordination with each of them made. The Town will also work with the county to request up to state and federal agencies that have emergency responsibilities to ensure they are integrated into coordination of emergency operations as appropriate.

Coordination with Special Districts

Special districts are defined as local governments in SEMS and often have unique resources, capabilities, and vulnerabilities. The emergency response role of special districts is generally focused on the return to normal services. During disasters, some types of special districts will be extensively involved in the emergency response by assisting other local governments, like the Town.

Coordination and communications should be established with special districts that are involved in emergency response. Special districts that have a relevant emergency response role are requested to sit in the Town EOC as an Allied Agency. Relationships among special districts, the Town, the county, and the OA are complicated by overlapping boundaries and by the multiplicity of special districts. Special districts need to work with the local governments in their service areas to determine how best to establish coordination and communications in emergencies.

Typically, special district boundaries cross municipal boundaries. A special district may serve several cities/towns and county unincorporated areas. Some special districts serve more than one county. In such a situation, the special district may provide a liaison representative to the Operational Area EOC to facilitate coordination and communication with the various entities it serves. The Town works with key utilities providers and transportation agencies.

Coordination with Non-Profit and Volunteer Organizations

The Town of Los Gatos recognizes the valuable assistance and resources provided by NGO partnerships and the importance of organizations that perform voluntary services in the community. As a result, the Town continues to cultivate relationships with PNP (Private Non-Profit) organizations and has established an extensive trained volunteer base to support emergency response operations within the Town. The Town EOC will generally be a focal point for coordination of response activities with many PNPs and volunteer groups.

Private non-profit agencies and volunteer groups that have a key response role will have representatives at the Town EOC. For example, American Red Cross personnel will be part of the staff in the Town EOC Care and Shelter Branch.

During an emergency, the Town EOC may establish communication with PNP agencies and volunteer groups through an agency representative, volunteer coordinator, or other authorized personnel. Coordination, activation, and deployment of these members may be incident driven and will follow the appropriate organization response guidelines that have been established for the specific PNP organization or volunteer group.

4.3 Multi-Agency Coordination Groups

The Multi-Agency Coordination (MAC) System is one of the four foundational components of California's Standardized Emergency Management System (SEMS), along with the Incident Command System (ICS), the Master Mutual Aid System, and the Operational Area Concept. In accordance with the 2013 California Statewide Multi-Agency Coordination System Guide, MAC groups are convened to address incidents or situations in which resources are considered scarce and decision-makers need to prioritize their allocation in order to best serve the communities in need.

MAC groups are established to allow subject matter experts and agency representatives to evaluate complex situations and problem sets and make actionable recommendations to the MAC group activating body (IC, DOC, EOC, etc). Activating a MAC group helps to ensure that operational tempo is not hindered for the MAC group parent organization/operations center, objectives may still be set, and progress continued to be made while still tackling difficult or complex problems or issues.

A MAC group may be convened by an EOC Director or other authority to establish priorities among multiple competing incidents, provide coordinated decision making for resource allocation among cooperating agencies, harmonize agency policies, and offer strategic guidance and direction to support incident management activities. MAC groups convened to prioritize incidents for the allocation of scarce resources should consist of administrators or executives, or their designee, who are authorized to commit agency resources and funds. A MAC group may also be referred to as a multi-agency committee,

emergency management committee, interagency policy group, or as otherwise defined by the MAC System.

SECTION 5: INFORMATION COLLECTION, ANALYSIS, AND DISSEMINATION

A primary objective of the Town of Los Gatos EOC is the timely gathering of accurate, accessible, and consistent information during an emergency and sharing vetted intelligence to ensure coordinated timely emergency response and the continuity of government operations. Status boards and other technologies for tracking emergency activities will be utilized. All Town EOC sections must maintain and display current status information so that other sections can quickly comprehend what actions have been taken, what resources are available, and to track damage status across the Town. Situation reports create a common operating picture and will be used to inform the operational objectives, priorities and strategies.

To ensure effective intelligence flow, emergency response agencies at all levels must establish communications systems and protocols to organize, integrate, and coordinate intelligence among the responding agencies.

- The flow of situation reports among the levels of government should occur as follows:
- Field level reports disseminated to local EOCs
- The Town EOC provides a jurisdictional situation report to the OA EOC based on field reports; DOC reports; and EOC activities and intelligence

5.1 Information Collection and Management Tool

An Information Collection and Management Tool is used in EOCs to accomplish the objective of timely gathering of accurate, accessible, and consistent information during an emergency. Every emergency event is unique, as such the Information Collection and Management Tool should be tailored to fit the circumstances and needs demanded by individual incidents.

At a minimum, every Information Collection and Management Tool should include the following information elements:

Essential Element of Information (e.g. boundaries of the disaster area, access points to the disaster area, jurisdictional boundaries).

Specific Information Requirement in support of an Essential Element of Information (e.g. traffic control points, safe routes, special permits required to access the disaster area).

Proposed Method or Source that could be used to obtain the Specific Information Requirement (e.g. field operation reports, GIS, reconnaissance).

Responsible Element, Section, or Agency identifies the responsible party tasked with collecting the specified information (e.g. EOC Operations Section, EOC Plans Section).

Deliverable Product specifies the mechanism the Responsible Element, Section, or Agency utilizes to relay a particular Specific Information Requirement (e.g. ICS Form 209, EOC Action Plan, incident map).

Collection Suspense or Schedule defines the reporting frequency for each Specific Information Requirement (e.g. daily, hourly, status change).

Distribution Requirement identifies the position, personnel, agency, or organization receiving the most up-to-date information in accordance with the Collection Suspense or Schedule (e.g. all EOC Section Chiefs, the REOC).

SECTION 6: CRISIS COMMUNICATIONS AND PUBLIC INFORMATION

Per NIMS, public information is coordinated and integrated across jurisdictions and functional agencies; among Federal, State, local, and tribal partners; and with private-sector entities and nongovernmental organizations. In order to effectively ensure timely and accurate public information and alert and warning messages are disseminated systems, structures, plans, policies, and equipment must be developed and identified to accomplish these tasks.

6.1 Joint Information System (JIS)

The Joint Information System (JIS) provides the mechanism to organize, integrate, and coordinate information to ensure timely, accurate, accessible, and consistent messaging across multiple jurisdictions and/or disciplines with nongovernmental organizations and the private sector. It includes the plans, protocols, procedures, and structures used to provide public information.

The JIS structure is used for ensuring that:

- Public Information Officer (PIO) functions are coordinated and integrated.
- A structure and system for developing and delivering coordinated interagency messages is provided.
- Public information plans and strategies on behalf of the incident management leadership can be developed, recommended, and executed.
- Leadership is effectively advised on public affairs issues that could affect a response effort, and rumors and inaccurate information that could undermine public confidence are controlled and managed.

Federal, State, tribal, territorial, regional, or local Public Information Officers and established Joint Information Centers (JICs) are critical supporting elements of the JIS. A robust and competent Town JIS is integral to an effective and comprehensive Town incident management capability.

6.2 Joint Information Center (JIC)

The Joint Information Center (JIC) is:

- A central location that facilitates operation of the Joint Information System.
- A location where personnel with public information responsibilities perform critical emergency information functions, crisis communications, and public affairs functions.

JICs may be established at various levels of government or at incident sites, or can be components of Multiagency Coordination (MAC) Systems (e.g., MAC Groups or EOCs). A single JIC location is preferable, but the system is flexible and adaptable enough to accommodate virtual or multiple JIC locations, as required.

6.3 EOC Communication Systems

The Town of Los Gatos EOC is equipped with multiple redundant communication modalities allowing the sharing of situational awareness, resource status, raw intelligence and data, and alert and warning. The communication capabilities are routinely reviewed and updated as technology advances. Current communication resources in the Town EOC include, but are not limited to:

- EOC information management system for internal coordination, status boards, ICS forms, and situation reporting (e.g., VEOCI)
- Land-line based phones
- Satellite phone
- Fax machine
- Silicon Valley Interoperability Radio Authority (SVIRA) ECOMM phone
- Internet enabled computers
- Radio systems
    - ARES/RACES amateur radio
    - Public safety frequencies (i.e., law, fire, EMS)

Public Alerting and Notifications

During an emergency, the Town of Los Gatos is responsible for the dissemination of information to the public. Public Information Officers (PIOs) disseminate emergency instructions and critical information to affected audiences—including governments, media, and the public—to provide messages that are accessible to all sectors of the community. Several county departments, as well as, PIOs from cities/towns, special districts, PNP organizations, and private companies share in the responsibility for disseminating complete, coordinated, and correct information to the public.

The Town has various systems in place for disseminating warnings and emergency information to the public which are describe below:

ALERT SCC AlertSCC is the county's public alert and notification system which has been made available for use to each of the 15 cities/towns within the county. AlertSCC uses the 9-1-1 database to deliver messages to the public via landline-based telephones. Additionally, the public can register through a web portal to directly receive AlertSCC alerts and notifications on cell phones and via email and SMS. Town of Los Gatos representatives have been trained and authorized to create and send public alerts and notifications. OES and County Communications staff are available 24/7 to assist the Town representatives in creating and sending public messages, as needed.

Emergency Alert System The Emergency Alert System (EAS) is a national public warning system that may be used by local authorities to deliver important emergency information to the public via local broadcast media. The county's primary station is KCBS (740 AM) and KSJO (92.3 FM) serves as the county's backup station. OES and County Communications have the credentials to access EAS and script emergency messages to inform the public of a threat, the steps to be taken by them, and where additional information can be obtained.

Integrated Public Alert and Warning System The Integrated Public Alert and Warning System (IPAWS) is an internet-based capability Federal, State, and local authorities can use to issue critical public alerts and notifications. County OES has been provided a federal credential and maintains it on behalf of local jurisdictions. That credential is provided to those city's/jurisdictions/individuals who have completed the applicable County mandatory training to be accessed through the AlertSCC system. IPAWS delivers alerts simultaneously through multiple communications devices reaching as many people as possible to save lives and protect property. These communication pathways include EAS (described above) and Wireless Emergency Alerts (WEA). The WEA system is capable of delivering alerts and notifications to cell phones within a geographic area without the cell phone being registered with the local alerting system. Best practice is to have the local Public Safety Access Point (PSAP/Dispatch) be the primary point of contact for dissemination of time sensitive alert and warning messages.

6.4 Public Awareness and Education

The public's response to any emergency is based on their understanding of the nature of the emergency, the potential hazards, the likely response of emergency services, and knowledge of what individuals and groups with or without access and functional needs, should do to increase their chances of survival and recovery. Individuals caring for the elderly, children, or pets also need an increased understanding of their specific situation as it pertains to disaster preparedness.

The Town makes emergency preparedness information available to the residents of Los Gatos through social media and the Town website. Further, the Town Manager's Office will provide special emphasis on specific hazards throughout the calendar year, aiding in the disaster preparation and education of the communities within the Town.

The Town utilizes various pathways to distribute incident management information; promote disaster preparedness; and disseminate warnings, alerts, and notifications. For complete information, consult the Town of Los Gatos Crisis Communications Annex to this Emergency Operations Plan. It provides best practices for crafting effective alert and warning messages, choosing appropriate alerting channels and spokespeople, and providing public education to ensure people understand how to obtain, use, and respond to information from the Town. The Town Manager's Office and Police Department utilize the following mediums for distributing incident management and preparedness information to the public and partnering stakeholders:

Town Sites:

- Town Website: www.losgatosca.gov/2026/Emergency-Preparedness
- Town Facebook: www.facebook.com/losgatosca
- Town Instagram: www.instagram.com/townoflosgatos/
- Town X: https://x.com/TownLG
- Town LinkedIn: www.linkedin.com/company/town-of-los-gatos
- Town Nextdoor: https://nextdoor.com/agency-detail/ca/los-gatos/town-of-los-gatos/
- Notify Me Distribution Lists: Sign up at www.LosGatosCA.gov/NotifyMe

Los Gatos-Monte Sereno Police Department Social Media Pages:

- Facebook: https://www.facebook.com/LGMSPolice/
- Twitter: https://twitter.com/lgmspolice?lang=en
- YouTube: https://www.youtube.com/channel/UC_ovaYpCkfNEtSR2oHrBMZw

SECTION 7: ADMINISTRATION, FINANCE, AND LOGISTICS

7.1 Finance Considerations

To enhance the capability of the Town of Los Gatos to respond to incidents by providing financial support and coordination to the Town's incident management operations and coordinating the recovery of costs as allowed by Federal and State law, the financial priorities during incident management operations are:

- Preserve life, property, and the environment
- Provide continuity of financial support to the Town, and OA when appropriate
- Cooperate with the other sections of the Town EOC
- Document the Town's costs and recovery of those costs as allowable
- Maintain a positive image for the Town in its dealings with the public

The Finance/Administration function will operate under the following policies during a qualifying incident/event as the situation dictates:

- The Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS) will be followed
- All existing Town and departmental fiscal operating procedures will be adhered to unless modified by Town Council or the EOC Director
- For incident/events that render the accounting systems either inaccessible or unusable for any period of time, appropriate personnel will be on an operational period, as determined by the EOC Director. This may be a period of 12 hours.

The Finance/Administration function's primary responsibility is to maintain to the greatest extent possible the financial systems necessary to keep the Town of Los Gatos functioning during an incident or crisis of any size or type. These systems include but are not limited to:

- Payroll
- Payments
- Revenue collection
- Claim processing
- Cost recovery documentation

The function also supervises the negotiation and administration of vendor and supply contracts and procedures in collaboration with the incident management procurement functions.

Cost Recovery Documentation Requirements

To ensure eligibility for state and federal reimbursement, the Town of Los Gatos will follow FEMA and Cal OES requirements for cost documentation during disaster response and recovery. Departments and Town personnel must track expenses using the following categories and forms, as appropriate:

- **Labor:** Timesheets or FEMA Force Account Labor Summary (Form 90-123) with employee name, title, hours worked, and fringe benefits.

- **Equipment:** Equipment usage logs or FEMA Form 90-127 documenting hours, operator, type/classification, and rates.
- **Materials and Supplies:** Itemized receipts or inventory lists showing unit price and quantity used.
- **Contracted Services:** Executed contracts, invoices, and scope of work documentation.
- **Administrative Costs:** Time and expense records for finance staff or other disaster-specific administrative work.
- **Damage Assessment:** Photos, maps, and field inspection notes documenting incident damage with estimated costs.

Cost records should be compiled daily during activation and submitted to the Finance Section for centralized tracking. Final documentation must be compiled within **30 days** of demobilization for federal assistance submission.

The extent and complexity of the incident or crisis will determine the extent to which the Finance/Administration function will mobilize. For some incidents/events, only part of the section may need to be engaged. In larger more complex incidents the entire function will likely engage.

The Finance/Administration function acts in a support role in all incidents/events to ensure that all required records are preserved for future use and Cal OES and FEMA filing requirements through maintenance of proper and accurate documentation of all actions taken.

To carry out its responsibilities, the Finance/Administration function will accomplish the following during a disaster/emergency:

For incidents/events where the Town of Los Gatos' computer systems and bank are accessible and usable:

- Notify the other parts of the incident management organization and Town departments that incident management accounting procedures will be initiated and used for the event
- Determine (in collaboration with technical staff) the extent to which the county's computer systems are accessible and/or usable
- Determine if the Town's banking institutions can continue handling financial transactions
- Inform the incident management organization and Town departments that the payroll and payments processing will be handled on a "business-as-usual" basis except that incident management accounting procedures will be used for incident/event-related costs
- Disseminate information about the incident management accounting procedures to other sections and departments as necessary
- Upon proclamation or declaration of a disaster by the State and/or Federal Governments, coordinate to initiate the recovery process of the Town's costs
- Coordinate with the other sections and departments on the collection and documentation of costs pertaining to the incident/event
- Coordinate with the State and Federal disaster assistance agencies for the required inspections, documentation, audits, and other necessary work in order to recover costs

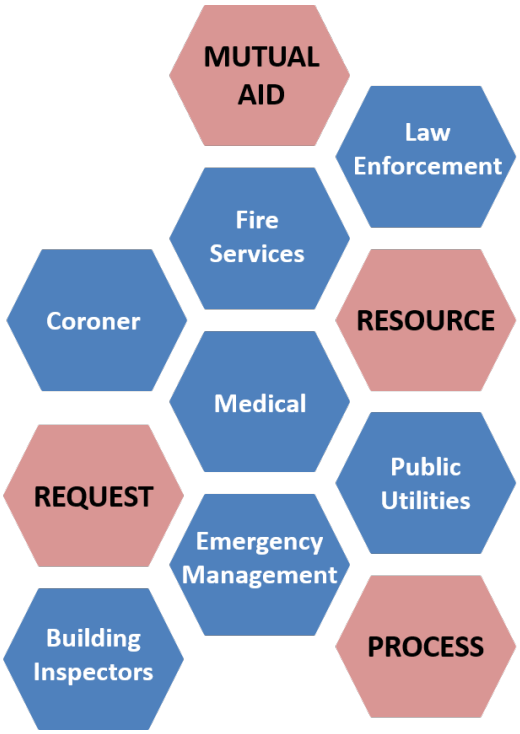
For incidents/events where the Town's computer systems and/or banking institutions are either inaccessible or unusable

- Notify the other parts of the incident management organization and Town departments that incident management accounting procedures will be initiated and used for the event
- Determine (in collaboration with technical staff) the extent to which the Town's computer systems are accessible and/or usable
- Determine if the Town's banking institutions can continue handling financial transactions
- Inform the incident management organization and Town departments that payroll and payments will be on hold for a short time and that processing will continue on a normal basis as of a specified date
- Activate other Finance/Administration functions as necessary
- Maintain, as best possible, the financial continuity of the Town (payroll, payments and revenue collection)
- Disseminate information about the incident management accounting procedures to other sections and departments as necessary
- Upon proclamation or declaration of a disaster by the State and/or Federal Governments, coordinate with those agencies to initiate the recovery process of the Town costs
- Coordinate with the other sections and departments on the collection and documentation of costs pertaining to the incident/event
- Coordinate with the State and Federal disaster assistance agencies for the required inspections, documentation, audits, and other necessary work in order to recover costs

7.2 Mutual Aid

The foundation of California's emergency planning and response is a statewide mutual aid system which is designed to ensure adequate resources, facilities and other support is provided to jurisdictions whenever their own resources prove to be inadequate to cope with a given situation. The basis for the system is the California Disaster and Civil Defense Master Mutual Aid Agreement (MMAA).

The MMAA was developed in 1950 and has been adopted by the state, all 58 counties, and most incorporated cities in the state. The agreement creates a formal structure wherein each jurisdiction retains control of its own facilities, personnel and resources, but may also receive or render assistance to other jurisdictions within the state. State government is obligated to provide available resources to assist local jurisdictions in emergencies. It is the responsibility of the local jurisdiction to negotiate, coordinate, and prepare mutual-aid agreements.



Mutual-aid agreements exist for:

- Law Enforcement
- Fire Services
- Emergency Medical Services
- Emergency Management
- Public Utilities
- Building Inspectors
- Coroner
- Transit Operators

Mutual Aid Systems

A statewide mutual-aid system, operating within the framework of the MMAA allows for the progressive mobilization of resources to and from emergency response agencies, local governments, OAs, and state regions with the intent to provide requesting agencies with adequate resources. Emergency mutual-aid response and recovery activities are generally conducted at the request and under the direction of the affected local government.

The statewide mutual-aid system includes several discipline-specific mutual aid systems, such as fire rescue and law. The adoption of SEMS/NIMS does not alter existing mutual-aid systems. These systems work through local government, OAs; regional and state levels consistent with SEMS/NIMS guidelines.

Fire agencies in Santa Clara County have signed onto a countywide mutual-aid agreement to ensure that firefighting resources and personnel will be available to combat wildland/urban interface fires. If these resources are not enough to meet the threat, fire resources from throughout the state can be requested under the MMAA. Requested mutual aid resources will be provided and utilized in accordance with the MMAA. During a proclaimed emergency, mutual aid will be coordinated at the local government, OA, or mutual aid regional level. The Town of Los Gatos must make mutual aid requests through the OA EOC for resources not covered under the MMAA.

During and following an incident, the coordination of resources is critical when there are multiple request for similar resource or when resources are scare. It is anticipated that, at the County level, Mutual Aid MAC Group will be established to coordinate mutual aid resources. The 2013 California Statewide MACS Guide provides the architecture to support coordination for incident prioritization, scarce resource allocation, communications systems integration, and information coordination.

Volunteer and Private Sector Agencies in Mutual Aid

Volunteer and private sector agencies may participate in the mutual aid system along with governmental agencies. For example, the disaster medical mutual aid system relies heavily on private sector involvement for medical/health resources. Some volunteer agencies such as the American Red Cross, Salvation Army, and others are an essential element of the statewide emergency response to meet the needs of disaster victims. Volunteer agencies mobilize volunteers and other resources through their own systems. They

may identify resource needs that are not met within their own systems that would be requested through the mutual aid system. Volunteer agencies with extensive involvement in the emergency response should be represented in the Town EOC.

Some private sector agencies have established mutual-aid arrangements to assist other private sector agencies within their functional area. For example, electric and gas utilities have mutual aid agreements within their industry and established procedures for coordinating with a governmental EOC. In some functional areas, services are provided by a mix of special district, municipal, and private sector agencies. Mutual aid arrangements may include both governmental and private sector agencies. Liaison should be established between an activated EOC and private sector agencies involved in a response. Where there is a need for extensive coordination and information exchange, private sector agencies should be represented in an activated EOC at the appropriate SEMS level.

Special Mutual Aid Considerations For Terrorism Incidents

Terrorism incidents require response by law enforcement at many levels and require crime scene management. As such, the information flow, command structure, and mutual aid processes can be different from those in the management of other emergency situations.

A terrorist activity emergency has its own unique threat and crisis characteristics and must be dealt with in accordance to its magnitude and with an appropriate level of response. Plans and procedures have been created, exercised and revised for both the most likely and worst-case scenarios.

Mutual Aid Authorities, Plans, and Guidance Documents

Mutual-aid assistance may be provided to Town departments or response organizations operating in the Town under one or more of the following authorities:

- California Master Mutual Aid Agreement (MMAA)
- California Law Enforcement Mutual Aid Plan
- California Fire Service and Rescue Mutual Aid Plan
- California Medical Mutual Aid Plan
- Emergency Managers Mutual Aid Plan
- San Francisco Bay Area Transit Operators Mutual Aid Agreement
- Santa Clara County Law Enforcement Mutual Aid Protocol
- California Statewide Multi-Agency Coordination System Guide

7.3 Resource Management

It is state policy that resource requests for emergency response and disaster repair and restoration be entered into by the lowest level of government. When Town resources are exhausted and additional resources are required, resource requests will follow an established process for ordering, tracking, mobilizing, and demobilizing.

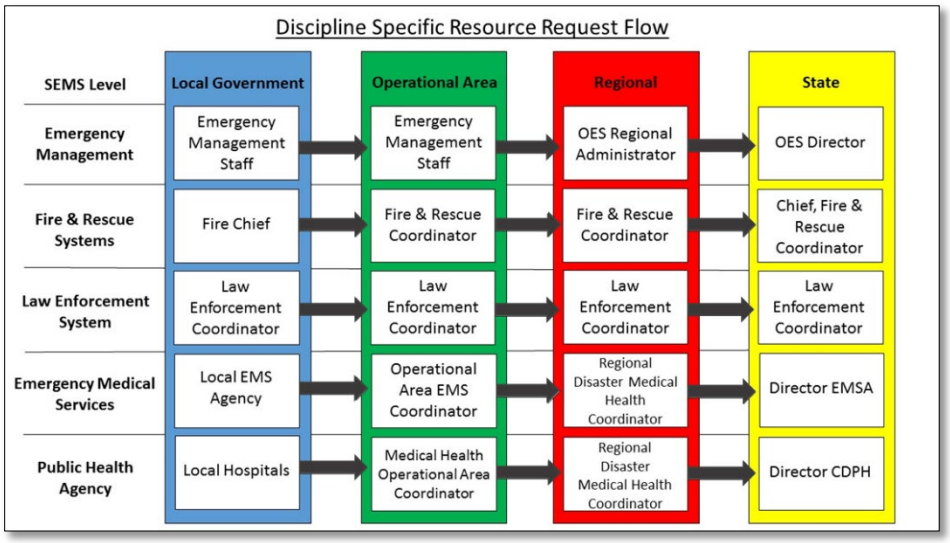
Maintenance of resources is important throughout all aspects of resource management. Maintenance prior to deployment ensures their availability and capability. Maintenance during the deployment phase

ensures continued capabilities (e.g., ensuring adequate fuel supplies during use). Post-operational inspection and maintenance ensures future availability.

Integration of Mutual Aid Resources

In order to receive County, State, and federal resources, coordination needs to be done through the Los Gatos EOC, and field level command structures. The Logistics Section will be in charge of tracking requests for equipment, resources, and manpower under existing mutual aid protocols. The requesting agencies are responsible to report to OA EOC the number and status of resources deployed on a mission on a daily basis. Resources requested through the Town EOC will be done following the prescribed county resource requesting process below:

Resource typing of equipment will be handled by individual disciplines—law, fire, EMS, public works, and others—under the guidance issued by Cal OES regarding NIMS implementation.



Resource Tracking Procedures

The Town will implement NIMS-compliant resource tracking protocols for all major incidents. The following procedures will be used during EOC activation:

- **Resource Typing:** All requested or deployed resources will be typed using FEMA and Cal OES guidelines.
- Tracking Tools:
  - ICS 211: Check-In List (for personnel and equipment)
  - ICS 215A: Incident Action Plan Safety Analysis (risk-based assignments)
  - ICS 221: Demobilization Check-Out
- Logistics Section Responsibilities:
  - Maintain an active inventory of deployed resources
  - Assign tracking numbers for mutual aid assets
  - Ensure accountability for return, demobilization, or replacement

- **Systems Used:** Resource status will be recorded in the current EOC System (VEOCI, Excel tracking tool, or another system). If systems are down, hard copy ICS forms will be used.

Resources provided under mutual aid will be coordinated through the Operational Area EOC as

SECTION 8: PLAN DEVELOPMENT AND MAINTENANCE

8.1 Plan Maintenance

The Town Manager's Office will maintain this plan and record administrative updates, such as changes to references, terminology, contact information, and procedural clarifications, in the official Plan Revision Log. Major revisions will be brought forward to the Town Council for review and adoption.

8.2 Plan Concurrence

All departments, divisions, and supporting organizations identified in this Emergency Operations Plan are expected to review and acknowledge their assigned responsibilities. By receiving and reviewing this Plan, these entities concur with their roles and commit to integrating EOP guidance into their emergency procedures, training, and response activities. Concurrence with this Plan affirms a shared responsibility for coordinated preparedness and response across the Town of Los Gatos.

8.3 Plan Training and Exercise

Exercise Program Requirements

The Town of Los Gatos will maintain an regular exercise program aligned with the Homeland Security Exercise and Evaluation Program (HSEEP) to test and evaluate emergency response capabilities.

- At least one interagency or EOC-level exercise every one or two years is recommended under California SEMS guidance and federal preparedness best practices. This may be a functional or full-scale exercise involving the Emergency Operations Center or similar multi-agency coordination.
- Acceptable substitutes for an exercise may include a real-world EOC activation, provided:
    - The activation involves coordination of two or more Town departments or agencies
    - The Town completes an After Action Report (AAR) within 60 days
    - An Improvement Plan (IP) is developed within 90 days

Other recommended activities include:

- Semi-annual tabletop exercises for key EOC sections
- Quarterly training or drills focused on priority emergency management functions, such as alert and warning, communications, shelter coordination, or other core EOC capabilities. These exercises support readiness and provide an opportunity to validate plans, training, and procedures. Documentation of all exercises and improvement efforts will be retained by the Town Manager's Office.

Below is a list of the different progressive exercise types:

Seminars: generally orient participants to, or provide an overview of, authorities, strategies, plans, policies, procedures, protocols, resources, concepts, and ideas. As a discussion-based exercise, seminars

can be valuable for entities that are developing or making major changes to existing plans or procedures. Seminars can be similarly helpful when attempting to assess or gain awareness of the capabilities of interagency or inter-jurisdictional operations.

Workshop: Although similar to seminars, workshops differ in two important aspects: participant interaction is increased, and the focus is placed on achieving or building a product. Effective workshops entail the broadest attendance by relevant stakeholders. Products produced from a workshop can include new standard operating procedures (SOPs), emergency operations plans, continuity of operations plans, or mutual aid agreements. To be effective, workshops should have clearly defined objectives, products, or goals, and should focus on a specific issue.

Tabletop Exercise: A tabletop exercise (TTX) is intended to generate discussion of various issues regarding a hypothetical, simulated emergency. TTXs can be used to enhance general awareness, validate plans and procedures, rehearse concepts, and/or assess the types of systems needed to guide the prevention of, protection from, mitigation of, response to, and recovery from a defined incident. Generally, TTXs are aimed at facilitating conceptual understanding, identifying strengths and areas for improvement, and/or achieving changes in perceptions.

During a TTX, participants are encouraged to discuss issues in depth, collaboratively examining areas of concern and solving problems. The effectiveness of a TTX is derived from the energetic involvement of participants and their assessment of recommended revisions to current policies, procedures, and plans.

TTXs can range from basic to complex. In a basic TTX (such as a facilitated discussion), the scenario is presented and remains constant—it describes an emergency and brings discussion participants up to the simulated present time. Participants apply their knowledge and skills to a list of problems presented by the facilitator; problems are discussed as a group; and resolution is reached and documented for later analysis.

In a more advanced TTX, play advances as participants receive pre-scripted messages that alter the original scenario. A facilitator usually introduces problems one at a time in the form of a written message, simulated telephone call, videotape, or other means. Participants discuss the issues raised by each problem, referencing established authorities, plans, and procedures for guidance. Participant decisions are incorporated as the scenario continues to unfold.

During a TTX, all participants should be encouraged to contribute to the discussion and be reminded that they are making decisions in a no-fault environment. Effective TTX facilitation is critical to keeping participants focused on exercise objectives and associated capability targets.

Games: A game is a simulation of operations that often involves two or more teams, usually in a competitive environment, using rules, data, and procedures designed to depict an actual or hypothetical situation. Games explore the consequences of player decisions and actions. They are useful tools for validating plans and procedures or evaluating resource requirements.

During game play, decision-making may be either slow and deliberate or rapid and more stressful, depending on the exercise design and objectives. The open, decision-based format of a game can incorporate “what if” questions that expand exercise benefits. Depending on the game’s design, the

consequences of player actions can be either pre-scripted or decided dynamically. Identifying critical decision-making points is a major factor in the success of evaluating a game.

Drill: A drill is a coordinated, supervised activity usually employed to validate a specific function or capability in a single agency or organization. Drills are commonly used to provide training on new equipment, validate procedures, or practice and maintain current skills. For example, drills may be appropriate for establishing a community-designated disaster receiving center or shelter. Drills can also be used to determine if plans can be executed as designed, to assess whether more training is required, or to reinforce best practices. A drill is useful as a stand-alone tool, but a series of drills can be used to prepare several organizations to collaborate in an FSE.

For every drill, clearly defined plans, procedures, and protocols need to be in place. Personnel need to be familiar with those plans and trained in the processes and procedures to be drilled.

Functional Exercise: Functional Exercises (FEs) are designed to validate and evaluate capabilities, multiple functions and/or sub-functions, or interdependent groups of functions. FEs are typically focused on exercising plans, policies, procedures, and staff members involved in management, direction, command, and control functions. In FEs, events are projected through an exercise scenario with event updates that drive activity typically at the management level. An FE is conducted in a realistic, real-time environment; however, movement of personnel and equipment is usually simulated.

FE controllers typically use a Master Scenario Events List (MSEL) to ensure participant activity remains within predefined boundaries and ensure exercise objectives are accomplished. Simulators in a Simulation Cell (SimCell) can inject scenario elements to simulate real events.

Full Scale Exercise: Full Scale Exercises (FSEs) are typically the most complex and resource-intensive type of exercise. They involve multiple agencies, organizations, and jurisdictions and validate many facets of preparedness. FSEs often include many participants operating under cooperative systems such as the ICS or Unified Command.

In an FSE, events are projected through an exercise scenario with event updates that drive activity at the operational level. FSEs are usually conducted in a real-time, stressful environment that is intended to mirror a real incident. Personnel and resources may be mobilized and deployed to the scene, where actions are performed as if a real incident had occurred. The FSE simulates reality by presenting complex and realistic problems that require critical thinking, rapid problem solving, and effective responses by trained personnel.

The level of support needed to conduct an FSE is greater than that needed for other types of exercises. The exercise site for an FSE is usually large, and site logistics require close monitoring. Safety issues, particularly regarding the use of props and special effects, must be monitored. Throughout the duration of the exercise, many activities occur simultaneously.

SECTION 9: ACCESS AND FUNCTIONAL NEEDS

9.1 Purpose

This section ensures that all emergency planning, response, and recovery operations conducted by the Town of Los Gatos are inclusive of individuals with disabilities and others with access and functional needs (D/AFN).

9.2 Scope

This section applies to all Town departments, partners, and agencies involved in emergency management activities. It covers preparedness, response, recovery, and mitigation efforts, ensuring that D/AFN populations receive appropriate communications, transportation, sheltering, medical care, and other critical services during emergencies.

9.3 Situation Overview

- Approximately 20% of Los Gatos residents are 65 or older, and 30% speak a language other than English at home. Many residents may have disabilities, limited English proficiency, or other access and functional needs.
- Emergencies disproportionately impact D/AFN populations, who may require additional assistance with evacuation, communication, medical care, or sheltering.

9.4 Planning Assumptions

- D/AFN individuals reside and work throughout Los Gatos and may not be able to self-evacuate or access emergency information without assistance.
- Emergency shelters and programs must be accessible to all, including those with mobility, sensory, cognitive, mental health, or language needs.
- The Town will coordinate with community-based organizations, the Operational Area, and mutual aid partners to address D/AFN requirements.

9.5 Roles and Responsibilities

EOC Management Section

Management section is responsible for overall emergency policy and coordination. Elements include:

- Overall management and coordination of emergency response and recovery operations
- Oversee and manage all sections in the EOC.
- Coordinate and liaison with appropriate federal, state, local government, private and volunteer entities
- Establish priorities and resolve demand conflicts
- The EOC Director ensures D/AFN considerations are integrated into all EOC functions and operations.
- The D/AFN Coordinator (or AFN Technical Specialist) is assigned under the Management Section as a Technical Specialist. This position advises the EOC Director and all Section Chiefs on D/AFN issues, ensuring compliance and best practices.

- Prepare and disseminate emergency public information, other essential information and data about impacts and damage

Operations Section

- Ensures that evacuation, sheltering, mass care, and field operations are accessible and inclusive.
- Coordinates with the D/AFN Coordinator to address specific needs in real time.

Planning Section

- Tracks D/AFN-related resource requests, unmet needs, and maintains situational awareness of D/AFN issues.

Logistics Section

- Procures accessible transportation, communication aids, medical equipment, and supplies for D/AFN populations.

Finance/Administration Section

- Documents costs related to D/AFN accommodations for potential reimbursement.

D/AFN Coordinator

- Responsible for identifying and mitigating safety concerns for the D/AFN populations and maintaining awareness of potential Town liability during EOC response and recovery activities
- Determine which D/AFN populations are impacted.
- Provide advice and assistance with other Sections as they manage resources and activities.
- Monitor and assist with message development/translation, as needed, including alert and warning messages to ensure all D/AFN populations are reached.
- Participate in planning meetings and Incident Action Plan (IAP) development to ensure D/AFN considerations are operationalized.

9.6 Concept of Operations

Notification and Warning

- All public alerts and warnings will be provided in multiple formats (e.g., voice, text, visual, languages) to reach individuals with sensory or language barriers.
- The Town will use AlertSCC and other accessible platforms to notify D/AFN populations.

Evacuation and Transportation

- Accessible transportation resource requests (e.g., wheelchair-accessible vehicles, paratransit) will be identified and coordinated through the Operational Area.
- Assistance for individuals with mobility, cognitive, or medical needs will be prioritized.

Sheltering and Mass Care

- General population shelters designated by the Town or coordinated through the OA will strive to meet ADA requirements or be modified to achieve accessibility upon activation.
- Santa Clara County Functional Assessment Service Teams (FAST) may be deployed to assess and support D/AFN needs in shelters.
- Service animals, durable medical equipment, and personal assistance services will be accommodated.

Communication

- As needed, emergency public information will be provided in accessible formats, in accordance with CA SB160.
- The Public Information Officer (PIO) will coordinate with the D/AFN Coordinator to ensure messaging is accessible and culturally appropriate.

Medical and Health Services

- Coordination with public health and medical partners to ensure continuity of care for individuals with chronic conditions, medication needs, or life-sustaining equipment.

Recovery

- D/AFN considerations will continue through recovery, including accessible Disaster Recovery Centers and assistance programs.

9.7 Integration and Coordination

- The D/AFN Coordinator will work closely with all EOC sections, community-based organizations, and county/state partners.
- The Town will maintain updated resource lists for accessible transportation, sheltering, and communication aids.
- Regular training and exercises will include D/AFN scenarios and participation from DAFN-serving organizations.

Compliance

Los Gatos maintains compliance with California Government Code § 8593.3 by:

- Including D/AFN considerations in emergency alerting, evacuation, transportation, sheltering, and communications planning.
- Ensuring alerts and warnings utilize accessible communication methods.
- Regularly integrating D/AFN considerations into Town trainings and exercises.

Partner Coordination

- **Santa Clara County:** Provides extensive public health, medical, and behavioral health support, as well as specialized AFN resources.

- **American Red Cross:** Oversees and manages shelter accessibility and specialized shelter needs.
- **CADRE:** Coordinates with voluntary and community-based organizations to provide localized D/AFN support.

9.8 EOC Checklist (D/AFN considerations)

- Confirm D/AFN Coordinator reporting within the Management Section and coordination across all EOC sections.
- Initiate immediate liaison with Santa Clara County, Red Cross, and CADRE.
- Ensure accessible communication channels for public information dissemination.
- Verify accessibility of evacuation, transportation, and sheltering resources.
- Maintain documentation of all D/AFN-related activities, resource requests, and decisions.

ABBREVIATIONS AND GLOSSARY

ACRONYMS

AAR/IP — After-Action Report/Improvement Plan

ADA — Americans with Disabilities Act

ADAAA — Americans with Disabilities Amendments Act

ADAAG — Americans with Disabilities Act Accessibility Guidelines

AFN — Access and Functional Needs

ALERT — Automated Local Evaluation in Real Time

AlertSCC — Alert Santa Clara County

ARC — American Red Cross

ARES — Amateur Radio Emergency Services

ASC — Animal Services

BHS — Behavioral Health Services

CADRE — Collaborating Agencies' Disaster Relief Effort

Cal FIRE — California Department of Forestry and Fire Protection

Cal OES — California Governor's Office of Emergency Services

CBO — Community-Based Organization

CCO — Office of County Counsel

CDAA — California Disaster Assistance Act

CEO — Office of the County Executive

CERT — Community Emergency Response Team

CHP — California Highway Patrol

ConOps — Concept of Operations

COOP — Continuity of Operations Plan

CRC — Community Resource Center

CWS — Child Welfare Services

DEH — Department of Environmental Health

D/AFN — Disabilities/Access and Functional Needs

DOC — Department Operations Center

DPEC — Disaster Preparedness Executive Committee

DSW — Disaster Service Worker

EAS — Emergency Alert System

EF — Emergency Function

EMPG — Emergency Management Performance Grant

EOAC — Santa Clara County Emergency Operational Area Council

EMS — Emergency Medical Services

EOC — Emergency Operations Center

EOP — Emergency Operations Plan

ESF — Emergency Support Function

FAST — Functional Assessment and Support Team

FBO — Faith-Based Organization

FCC — Federal Communications Commission

FE — Functional Exercise

FEMA — Federal Emergency Management Agency

FIN — Finance Agency

FSE — Full-Scale Exercise

FSP — Food Safety Program

GIS — Geographic Information System

HSEEP — Homeland Security Exercise and Evaluation Program

HSPD — Homeland Security Presidential Directive

IC — Incident Commander

ICP — Incident Command Post

ICS — Incident Command System

IHSS — In-Home Supportive Services

IPAWS — Integrated Public Alert and Warning System

JIC — Joint Information Center

JIS — Joint Information System

LAET — Large Animal Evacuation Team

MAC — Multi-Agency Coordination

MAC Group — Multi-Agency Coordination Group

MACS — Multi-Agency Coordination System

MMAA — California Master Mutual Aid Agreement

MOA — Memorandum of Agreement

MOU — Memorandum of Understanding

MSEL — Master Scenario Events List

NGO — Non-Governmental Organization

NIMS — National Incident Management System

NRF — National Response Framework

NWS — National Weather Service

OA — Operational Area

OA EOC — Operational Area Emergency Operations Center

OAFN — Office of Access and Functional Needs (Cal OES)

OASIS — Operational Area Satellite Information System

OCC — Office of Cultural Competency

OE — Office of Education

OEM — Office of Emergency Management

OES — Office of Emergency Services

OIR — Office of Immigrant Relations

OPA — Office of Public Affairs

OSH — Office of Supportive Housing

PG&E — Pacific Gas and Electric Company

PHD — Public Health Department

PIO — Public Information Officer

PL — Public Law

PNP — Private Non-Profit

PPD — Presidential Policy Directive

RACES — Radio Amateur Civil Emergency Services

REOC — Regional Emergency Operations Center

SCCFD — Santa Clara County Fire Department

SCVWD — Santa Clara Valley Water District

SEMS — Standardized Emergency Management System

SimCell — Simulation Cell

SMS — Short Message Service

SOC — State Operations Center

SOP — Standard Operating Procedures

SO — Sheriff's Office

SSA — Social Services Agency

SVIRA — Silicon Valley Interoperability Radio Authority

TDD/TTY — Telecommunication Device for the Deaf/Teletypewriter

TSS — Technology Services and Solutions

TTX — Tabletop Exercise

VOAD — Voluntary Organizations Active in Disasters

VTA — Santa Clara Valley Transportation Authority

WEA — Wireless Emergency Alerts

GLOSSARY

Accessible — A facility is accessible if it has the legally required features and/or qualities that ensure entrance, participation, and usability of places, programs, services, and activities by individuals with a wide variety of disabilities.

Access and Functional Needs (AFN) Population — Individuals who have developmental or intellectual disabilities; physical disabilities; chronic conditions or injuries; limited English proficiency; or who are non-English speaking, older adults, children, people living in institutionalized settings; those who are low income, homeless, or transportation disadvantaged (including those dependent on public transit); or those who are pregnant.

Affected Population — Persons who have been displaced, injured, or suffered some other loss due to an incident, event, or disaster.

American Red Cross (ARC/Red Cross) — A humanitarian organization, led by volunteers, that provides relief to victims of disasters and helps people prevent, prepare for, and respond to emergencies.

Americans with Disabilities Act (ADA) — Prohibits discrimination against people with disabilities in employment, transportation, public accommodation, communications, and governmental activities; also establishes requirements for telecommunications relay services.

Annex — A functional, support, hazard-, or incident-specific supplement to a basic emergency plan.

Appendix — An attachment to an emergency plan that provides referenced information, such as forms, SOPs, or guidance materials.

Catastrophe — A cascading set of human-caused or influenced events whose adverse consequences may be irreversible. A catastrophe may be caused by a disaster, or cause one, but is distinct from an “emergency” or “state of emergency.”

Civil Unrest — A disruption of the social order such as a strike, protest, riot, or rebellion, which may be non-violent or violent.

Community-Based Organization (CBO) — Non-profit organizations operating within a single community; may be small and informal or formally incorporated.

Crisis — A phenomenon, event, or active threat that poses inevitable harm to life, property, environment, organizational performance, reputation, or way of life, requiring urgent intervention.

Dam Failure — Partial or complete collapse of a dam causing downstream flooding.

Disability and Access and Functional Needs (D/AFN) — Individuals with disabilities and/or AFN who may require additional assistance before, during, and after an incident (includes physical, sensory, cognitive, and intellectual disabilities; older adults; children; people with limited English proficiency; and those with limited access to transport, medical care, or services).

Disaster — Any natural event (e.g., hurricane, tornado, earthquake, wildfire, flood) or other emergency of such severity as to warrant federal disaster assistance.

Disaster Service Worker (DSW) — A California program providing workers' compensation benefits to government employees and affiliated volunteers performing authorized disaster activities.

Emergency — An incident or crisis that threatens safety or property and exceeds local response resources/capacity.

Emergency Medical Services (EMS) — Out-of-hospital acute medical care, patient transport, and related services.

Emergency Operations — Actions taken during an emergency to protect life and property, assist affected people, and restore essential services.

Emergency Operations Center (EOC) — The site from which officials coordinate, monitor, and support response activities.

Emergency Operations Plan (EOP) — Describes how people and property will be protected in disasters; identifies responsibilities, resources, and coordination methods.

Emergency Responder / First Responder — Individuals responsible for protecting life, property, environment, or evidence in the early stages of an incident (law enforcement, fire, EMS, etc.).

Emergency Response Providers — Federal, state, and local governmental and nongovernmental agencies involved in emergency response, including EMS and hospital emergency services.

Evacuation — Organized, supervised dispersal of people from dangerous areas.

Evacuee — Persons removed or self-relocating from areas threatened or affected by a disaster.

Federal Emergency Management Agency (FEMA) — The federal agency responsible for coordinating planning, preparedness, risk reduction, response, and recovery.

Flood — Temporary inundation of dry land by overflow of waters, rapid runoff, or mudflow.

Hazard — Any source of danger or element of risk to people or property.

Hazardous Material (HazMat) — Substances that pose a health, safety, or property risk when released in sufficient quantities.

Incident — An occurrence, natural or human-caused, requiring emergency action to protect life or property.

Incident Command System (ICS) — A standardized emergency management system that provides an integrated organizational structure for coordinated response.

Limited English Proficiency (LEP) — Persons whose primary language is not English and who have limited ability to read, speak, write, or understand it.

Local Government / Local Jurisdiction — Under SEMS, cities, counties, and special districts. For unincorporated areas, refers to the county.

Mass Care and Shelter — Feeding, housing, and providing essential services to affected populations (including during Public Safety Power Shutoffs).

Medical Baseline Program — Utility program offering discounted rates and advance PSPS notifications for customers with qualifying medical conditions.

Mitigation — Actions taken before, during, or after an incident to lessen its impacts.

Mobilization — Procedures for activating, assembling, and deploying resources in response.

Multi-Agency Coordination (MAC) — Coordination across government and organizations to make joint emergency response decisions and allocate resources.

Multi-Jurisdiction Incident — An incident involving statutory responsibility across multiple jurisdictions, managed under Unified Command.

Mutual Aid — Voluntary provision of services and resources between jurisdictions when one's own resources are insufficient.

Mutual Aid Agreement — A written agreement between agencies or jurisdictions to provide assistance upon request.

Natural Disaster — Any catastrophic natural event (hurricane, earthquake, wildfire, flood, etc.) causing significant damage or risk.

National Incident Management System (NIMS) — A national framework providing a standardized approach to incident management.

National Response Framework (NRF) — Federal framework outlining guiding principles, roles, and structures for coordinated national disaster response.

Non-Governmental Organization (NGO) — An entity not created by government but serving public purposes; may cooperate with governments (e.g., faith-based charities, Red Cross).

Office of Emergency Services (OES) — Lead agency under the California Emergency Services Act and Operational Area coordinator for Santa Clara County.

Operational Area (OA) — Encompasses all jurisdictions within a county; coordinates mutual aid and resource allocation between local and state.

Operational Area Emergency Operations Center (OA EOC) — Physical location for OA coordination of information and resources.

Person with a Disability — A person with a physical or mental impairment limiting major life activities, or a history/perception of such impairment.

Plan — A document describing the overall jurisdictional response to potential emergencies.

Preparedness — The ongoing process of building and improving capabilities through planning, training, exercises, and resources.

Recovery — Long-term activities to restore community systems and improve resilience after an incident.

Resources — Personnel, facilities, and equipment available for assignment.

Response — Immediate activities to address the direct effects of an incident, save lives, and protect property.

Shelter — Facilities providing safe, accessible, and secure temporary refuge (general, medical needs, or pet shelters).

Situational Report (SitRep) — A status report summarizing the current situation for decision-makers.

Special District — Local government unit (e.g., water district) with authority to own, operate, or maintain facilities/projects.

Standardized Emergency Management System (SEMS) — California's system for managing emergency response across five levels: field, local, OA, regional, and state.

State of Emergency — A formal declaration of imminent or occurring incidents that exceed jurisdictional capacity.

Terrorism — Criminal violence against civilians or infrastructure to achieve political ends through fear and intimidation.

Threat — Intent or capability (communicated or inferred) to harm life, property, or the environment.

Volunteer Organizations Active in Disasters (VOAD) — Established disaster relief organizations, often faith-based, that provide housing repair, feeding, cleanup, supplies, childcare, animal sheltering, mental health support, and coordination (e.g., 2-1-1).

AUTHORITIES AND REFERENCES

Emergency response, like all governmental action, is based on legal authority. The Town of Los Gatos Emergency Operations Plan (EOP), follows federal, state, and local regulations and guidelines. Additionally, best practices and lessons-learned have also been integrated in to this plan where possible; these were identified in the review of after-action reports from recent national large-scale disasters, incidents, and events (to include Stafford Act, non-Stafford Act, terrorist non-Stafford act, and off-shore non-Stafford act incidents and events).

Local

- Town of Los Gatos Municipal Code Chapter 8 - Civil Defense and Disaster
- Town of Los Gatos 2040 General Plan, Chapter 9 – Hazards and Safety
- Santa Clara County Office of Emergency Management Emergency Operations Plan, January 2022. County of Santa Clara
- Santa Clara County Office of Emergency Management Santa Clara County Multi-Jurisdictional Hazard Mitigation Plan, 2021

County

- County of Santa Clara Ordinance Code, Division A8: Civil Protection and Emergency Services
- Santa Clara County Operational Area Disaster Response and Recovery Organization Interim Agreement 1995

State

- California Constitution (Article XI: Local Government)
- California Coroners' Mutual Aid Plan
- California Disaster and Civil Defense Master Mutual Aid Agreement
- California Disaster Assistance Act (Title 19, Division 2, Chapter 6, California Code of Regulations)
- California Education Code, §32282
- California Emergency Services Act (Gov. Code, Title 2, Division 1, Chapter 7)
- California Fire Service and Rescue Emergency Mutual Aid Plan
- California Government Code, §§11135, 8588.15, 8608
- California Health and Safety Code, §§101025 and 34070–34082
- California Law Enforcement Mutual Aid Plan
- Disaster Service Worker Program (Gov. Code, Title 1, Division 4, Chapter 8; Labor Code §3211.92)
- Standardized Emergency Management System (SEMS) (Title 19, Division 2, Chapter 1, California Code of Regulations)
- Standardized Emergency Management System Guidelines
- State of California Emergency Plan
- Title 22, California Code of Regulations (CCR), §§72551 and 87223
- Title 24, California Code of Regulations (CCR), Accessibility Regulations

Federal

- ADA Amendments Act (ADAAA)
- ADA Checklist for Emergency Shelters
- Americans with Disabilities Act (ADA)
- Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- Americans with Disabilities Act of 1990 (PL 101-336), as amended
- Civil Rights Act of 1964 (PL 88-352, Section VI)
- Communications Act of 1934, as amended
- Comprehensive Preparedness Guide (CPG-101): Developing and Maintaining Emergency Operations Plans (2021)
- Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- Executive Order 13347 – Individuals with Disabilities in Emergency Preparedness
- Federal Civil Defense Act of 1950 (PL 920)
- Federal Communications Commission – Emergency Alert System Rules
- H.R. 5441 (PL 109-295), Section 689: Individuals with Disabilities
- Homeland Security Act of 2002 (PL 107-296)
- Homeland Security Presidential Directive-5 (HSPD-5): Management of Domestic Incidents
- National Incident Management System (NIMS, 2017)
- National Response Framework (2019)
- Pets Evacuation and Transportation Standards Act of 2006 (PL 109-308)
- Post-Katrina Emergency Management Reform Act of 2006 (PL 109-295)
- Presidential Policy Directive 8 (PPD-8): National Preparedness
- Rehabilitation Act of 1973 (PL 93-112, Section 504), as amended
- Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288), as amended
- SARA Title III – Superfund Amendments and Reauthorization Act of 1986
- Section 508 of the Rehabilitation Act of 1973
- The Joint Commission on Accreditation of Healthcare Organizations (JCAHO)

Additional Sources

- https://maps.conservation.ca.gov/cgs/informationwarehouse/regulatorymaps/
- https://www.fire.ca.gov/incidents/
- U.S. Census Bureau, "Los Gatos town, California." https://data.census.gov/cedsci/profile?q=Los%20Gatos%20town,%20California&g=1600000US0644112&table=DP05&tid=ACSDP5Y2017.DP05.

APPENDEX

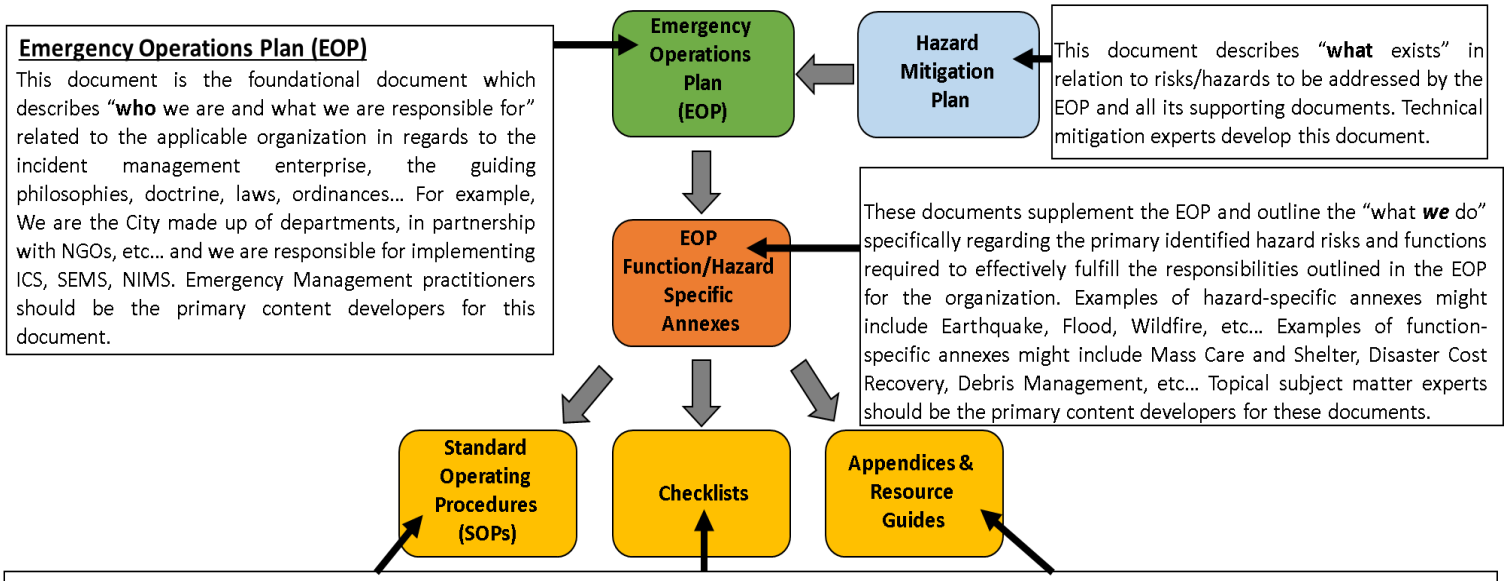
Appendix A: Local / State / Federal Crosswalk

The table below provides a crosswalk that approximates equivalent terms used by the Town of Los Gatos, the State of California, and the U.S. Federal Government.

Federal (FEMA) Emergency Support Function (ESF)	State (Cal OES) Emergency Function (EF)	Town of Los Gatos EOC Section and Position Title	Description
ESF 1 Transportation	**EF1** Transportation	**Logistics Section** Transportation Coordinator	Assists in the management of transportation systems and infrastructure during domestic threats or in response to incidents.
ESF 2 Communications	**EF 2** Communications	**Logistics Section** Communications/IT Coordinator **Operations Section** ARES/Races Coordinator	Provides resources, support and restoration of government emergency telecommunications.
ESF 3 Public Works and Engineering	**EF 3** Construction and Engineering	**Operations Section** Public Works Coordinator	Organizes the capabilities and resources of the government to facilitate the delivery of services, technical assistance, engineering expertise, construction management and other support.
ESF 4 Firefighting	**EF 4** Fire and Rescue	**Operations Section** Fire Coordinator	Monitors the status of fire mutual aid activities. Coordinates support activities related to the detection and suppression of urban, rural and wild land fires and emergency incident scene rescue activities and provides personnel, equipment and supplies.
ESF 5 Emergency Management	**EF 5** Management	**Management Section** All Positions **Plans & Intel Section** Plans & Intel Chief Situation Status Branch	Serves in an advisory capacity to the EOC Director while providing EOC personnel with guidance. Ensures accurate and timely situational awareness is provided to support staff in the form of a common operating picture.
ESF 6 Mass Care, Emergency Assistance, Housing and Human Services	**EF6** Care and Shelter	**Operations Section** Care and Shelter Coordinator **Allied Agency** American Red Cross Representative	Coordinates actions to assist the Town in meeting the needs of survivors displaces during an incident including food assistance, clothing, mental health care, sheltering, family reunification and victim recovery.
ESF 7 Logistics Management and Resource Support	**EF 7** Resources	**Logistics Section** All Positions	Coordinates plans and activities to locate, procure, and preposition resources to support emergency operations.
ESF 8 Public Health and Medical Services	**EF 8** Public Health and Medical	**Allied Agency** Medical and Health Representative	Coordinate public health and medical activities and services in support of resource needs for preparedness, response, and recovery from emergencies and disasters.
ESF 9 Search and Rescue	**EF 4** Fire and Rescue	**Operations Section** Fire Coordinator	Supports and coordinates response of personnel and equipment to search for and rescue missing or trapped persons. Supports and coordinates responses to search for, locate and rescue missing or lost persons, missing and downed aircraft, high angle rock rope rescue and investigations of missing person incidents that may involve criminal acts and water rescues. Supports and coordinates responses to search for, locate and rescue victims of structural collapse, construction cave-ins, trench, confined space, high angle structure rope rescue and similar emergencies and disasters and water rescues.

Federal (FEMA) Emergency Support Function (ESF)	State (Cal OES) Emergency Function (EF)	Town of Los Gatos EOC Section and Position Title	Description
ESF 10 Oil and Hazardous Materials Response	**EF 10** Hazardous Materials	**Allied Agency** Santa Clara County Fire Department Representative	Coordinates resources and supports the Town to prepare for, prevent, minimize, assess mitigate, respond to and recover from a threat to the public or environment by actual or potential hazardous materials releases.
ESF 11 Agriculture and Natural Resources	**EF 11** Food and Agriculture	**Allied Agency** Santa Clara County Environmental Health Representative	Supports the Town and coordinates activities during emergencies impacting the agriculture and food industry and supports the recovery of impacted industries and resources after and during incidents.
ESF 12 Energy	**EF 12** Utilities	**Allied Agency** Energy, Water Representative **Operations Section** Public Works Coordinator	Coordinates with private and public energy service providers to meet utility needs before, during, and after an emergency event.
ESF 13 Public Safety and Security	**EF 13** Law Enforcement	**Operations Section** Law Enforcement Coordinator	Coordinates law enforcement personnel and equipment to support responsible law enforcement agencies, evacuation, and public safety in accordance with Law Enforcement Plans.
ESF 14 Long-Term Community Recovery	**EF 14** Long-Term Recovery	**As appointed by EOC Director**	Supports and enables economic recovery of the Town community from the long-term consequences of extraordinary emergencies and disasters.
ESF 15 External Affairs	**EF 15** Public Information	**Management Section** Public Information Officer Social Media Specialist	Supports the accurate, coordinated, timely and accessible information to affected audiences, including governments, media, the private sector and the local populace, including the special needs population.
N/A	**EF 17** Volunteer and Donations Management	**Management Section** Public Information Officer **Logistics Section** Personnel & Volunteer Coordinator **Allied Agency** TBD	Supports the Town in ensuring the most efficient and effective use of affiliated and unaffiliated volunteers and organizations and monetary and in-kind donated resources to support incidents requiring a response.
N/A	**EF 18** Cyber Security	**Logistics Section** Communications/IT Coordinator	Supports Town departments in ensuring secure technological infrastructure and takes measures to protect against the criminal or unauthorized use of Town electronic data.

Appendix B: Emergency Operations Plan Document Descriptions



Emergency Operations Plan (EOP)

This document is the foundational document which describes "**who** we are and what we are responsible for" related to the applicable organization in regards to the incident management enterprise, the guiding philosophies, doctrine, laws, ordinances… For example, We are the City made up of departments, in partnership with NGOs, etc… and we are responsible for implementing ICS, SEMS, NIMS. Emergency Management practitioners should be the primary content developers for this document.

This document describes "**what** exists" in relation to risks/hazards to be addressed by the EOP and all its supporting documents. Technical mitigation experts develop this document.

These documents supplement the EOP and outline the "what ***we*** do" specifically regarding the primary identified hazard risks and functions required to effectively fulfill the responsibilities outlined in the EOP for the organization. Examples of hazard-specific annexes might include Earthquake, Flood, Wildfire, etc… Examples of function-specific annexes might include Mass Care and Shelter, Disaster Cost Recovery, Debris Management, etc… Topical subject matter experts should be the primary content developers for these documents.

Standard Operating Procedures, Checklists, Appendices, and Resource Guides

These documents support the execution of the EOP and the Function/Hazard Specific Annexes by providing the individuals charged with executing the annexes with the "what and how ***I*** do" details specific to their roles and functions. Examples may include equipment use procedural documents, process guides for resource ordering or situational assessment, or position specific EOC checklists. Topical subject matter experts assigned to execute the annexes should be the primary content developers for these documents. These documents should be created to reflect localized organization-specific processes, tools, and methods.

RESOLUTION 20 -xx

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS

WHEREAS, the preservation of life and property is an inherent responsibility of local, state, and federal government; and

WHEREAS, while no plan can prevent death and destruction, good plans carried out by knowledgeable and well-trained personnel can and will minimize losses; and

WHEREAS, the Town of Los Gatos has prepared an updated Emergency Operations Plan **(EOP)** to support effective and efficient allocation of resources for the protection of the community during times of emergency; and

WHEREAS, this plan establishes the emergency organization, assigns tasks, specifies policies and general procedures, and coordinates planning efforts of emergency staff and service elements utilizing the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS); and

WHEREAS, this Emergency Operations Plan is an extension of the California Emergency Plan and will be reviewed and exercised periodically and revised as necessary to meet changing conditions.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Los Gatos hereby adopts the updated Emergency Operations Plan (September 2025) as the directive for establishing and operating the Town's emergency management organization.

Section 2. The Town Clerk and Town Mayor shall certify to the adoption of this Resolution.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 16th day of September, 2025, by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

_____
MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

ATTEST:

_____
TOWN CLERK OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 09/16/2025
ITEM NO: 14

DATE: September 11, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Adopt a Resolution to Modify Town Council Policy 1-08: "Transportation Impact Policy" to Update the Project List, Modify Charges for Affordable Housing and Allow for Charges on Accessory Dwelling Units in Excess of 750 Square Feet**

RECOMMENDATION: Adopt a Resolution (Attachment 1) to Modify Town Council Policy 1-08: "Transportation Impact Policy" to Update the Project List, Modify Charges for Affordable Housing and Allow for Charges on Accessory Dwelling Units ADUs in Excess of 750 Square Feet.

FISCAL IMPACT:

The proposed changes will allow for the collection of Transportation Impact Fees on ADUs of 750 square feet or more, which may generate nominal additional revenue. Fees will be charged proportionately in relation to the ADU square footage to that of the primary dwelling unit.

Simultaneously, the Policy introduces a 50% reduction in Transportation Impact Fees for deed-restricted housing units serving extremely low- and very low-income households, which may result in a moderate reduction in total collected fees over time.

The net fiscal impact is expected to be minimal but directionally neutral to slightly positive, depending on development activity. These adjustments ensure ongoing policy alignment with State housing mandates while supporting Town infrastructure needs. Based on recent development trends over the past three years, the Town processes approximately 50 ADUs annually, several of which exceed 750 square feet. Applying Transportation Impact Fees to these units could result in nominal additional revenue of approximately $25,000 per year, depending on unit size and fee rates.

PREPARED BY: Nicolle Burnham
Parks and Public Works Director

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Finance Director

STRATEGIC PRIORITY:

This item aligns with the strategic priority: Develop structure to ensure accountability of how funding resources move forward the Town's core goals and priorities.

BACKGROUND:

On August 5, 1991, the Town of Los Gatos adopted Town Council Policy 1-08 to establish procedures for assessing Traffic Impact Mitigation Fees. The Policy has been revised periodically to reflect legislative changes and Town priorities, with updates in 2014, 2016, 2017, and most recently in 2021. These updates have addressed fee applicability, project eligibility, and alignment with state mandates such as SB 743 requiring Vehicle Miles Traveled (VMT) metrics. This current update further aligns the Policy with current CEQA requirements, clarifies charges for Accessory Dwelling Units (ADUs), adjusts affordable housing incentives, and updates the project list.

In early 2024, the Town adopted an increase to its transportation impact fee, which was later rescinded due to concerns regarding the nexus study. Staff has reviewed the nexus study and is not recommending changes to the Town's transportation impact fee until a Town-wide traffic model has been completed. At this time, Town staff is recommending only an update to the Town's Transportation Impact Policy.

DISCUSSION:

The Town is proposing a policy-only update at this time to ensure consistency with recent changes in State law regarding Accessory Dwelling Units and to remove outdated projects from the Transportation Impact Policy's project list. This interim update allows the Town to improve clarity and legal defensibility of the fee application while staff completes the Town-wide traffic model needed for a full nexus-based fee update. The Policy update does not include a change to the fee amount at this time.

Attachment 1 is a resolution to support the adoption of the changes, and the proposed Policy is attached to the resolution. Attachment 2 is a redline of the changes proposed to Town Policy 1-08. Specific proposed changes to the Policy include:

1. Allowing Transportation Impact Fees to be charged on Accessory Dwelling Units of 750 square feet or larger, as allowed per state law;
2. Reducing Transportation Impact Fees for deed restricted housing units, which may encourage production of affordable housing; and
3. Replacing the project list in Attachment 2.

CONCLUSION:

The actions proposed herein will update the Town's Transportation Impact Policy to better align with current state law and local development trends. While no changes to the Transportation Impact Fee amounts are being implemented at this time, the Policy revisions ensure clarity regarding eligibility for fee application and update the list of capital projects for which fees may be used. These actions pertain to Town Council Policy only and do not affect the Town Code. Staff is not recommending changes to the Town's Transportation Impact Fee until a Town-wide traffic model has been completed.

COORDINATION:

This agenda item was coordinated with the Town Manager, Town Attorney, and the Finance Director. If the Policy is adopted, staff will return to Council with a follow-up update to the Master Fee Schedule to reflect the new applicability of fees to ADUs larger than 750 square feet.

ENVIRONMENTAL ASSESSMENT:

In accordance with CEQA Guidelines Section 15378(b)(4), these actions are fiscal and administrative activities and do not constitute projects as defined in CEQA, and no further action is required.

Attachments:
1. Draft Resolution to Modify Town Council Policy 1-08, "Transportation Impact Policy"
2. Redline of Proposed Changes to Town Council Policy 1-08

RESOLUTION 2025-

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS ADOPTING AN UPDATED TRAFFIC IMPACT POLICY

WHEREAS, Chapter 15, Article VI of the Town of Los Gatos Town Code provides for the establishment of Traffic Impact Mitigation Fees**;**

WHEREAS, on August 5, 1991, the Town of Los Gatos adopted Resolution 1991- 174 adopting a Traffic Impact Policy;

WHEREAS, the Policy has been updated from time to time including most recently on December 12, 2021;

WHEREAS, staff recommends updating the Policy to reduce the transportation impact fees charged for affordable housing and to provide that transportation impact fees will be collected for accessory dwelling units in excess of 750 square feet; and

WHEREAS, Attachment 2, Project list, has not been modified since 2014 and many of the projects have been completed and therefore needs to be updated.

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Los Gatos that:

1. The Transportation Impact Policy attached as Exhibit A to this Resolution is hereby adopted and the previous Traffic Impact Policy is rescinded.

2. Adoption of this updated Policy is not a project subject to CEQA because it can be seen with certainty that it will not have a significant impact on the environment. (CEQA Guidelines Section 15378.)

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 16th day of September, 2025, by the following vote:

COUNCIL MEMBERS:
AYES:
NAYS:
ABSENT:
ABSTAIN:

SIGNED:

_____

MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DATE: _____

ATTEST:

_____
TOWN CLERK OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DATE: _____

TOWN OF LOS GATOS CALIFORNIA

COUNCIL POLICY MANUAL

Small Town Service *Community Stewardship* *Future Focus*

TITLE: Transportation Impact Policy	**POLICY NUMBER**: 1-08
EFFECTIVE DATE: January 4, 1988	**PAGES:** 11
ENABLING ACTIONS: 1991-174; 2014-017, 2016-068; 2017-011	**REVISED DATES**: 8/5/91; 3/24/14; 12/6/16; 3/21/17; 12/07/2021; 09/16/2025
APPROVED:	

PURPOSE

To provide guidance to Town staff and the development community in implementing the provisions of the Town Municipal Code, Chapter 15, Article VII, Traffic Impact Mitigation Fees, and evaluating and mitigating California Environmental Quality Act (CEQA) transportation impacts.

SCOPE

This Policy is applicable to all land use entitlements, land use projects, and transportation improvements Town-wide.

POLICY

I. GENERAL CONDITIONS AND APPLICABILITY

1. Projects that are determined by the Town to generate one or more new net Average Daily Trips (ADT) are subject to this Policy.

2. An Accessory Dwelling Unit (ADU) of less than 750 square feet shall be exempted from the requirements of Transportation Analysis and the Traffic Impact Fees. ADU's of 750 square feet or greater shall be charged proportionately in relation to the square footage of the ADU to the square footage of the primary dwelling unit.

3. Attachment 1 - Transportation Analysis (TA) Guidelines establish a process to comprehensively and accurately analyze potential project effects (adverse and beneficial) on transportation facilities and services in the Town of Los Gatos and other jurisdictions. The TA Guidelines serve three primary purposes:

- Provide an evaluation for the California Environmental Quality Act (CEQA) significant impacts and mitigation as a part of the environmental analysis process.
- Evaluate a project's consistency with the Town's General Plan.
- Evaluate a project's consistency with the Santa Clara County Congestion Management Program (CMP).

II. TRANSPORTATION IMPACT FEES

1. All Projects that generate one or more new Average Daily Trips (ADT) as calculated based on the ITE trip generation manual are required to pay Transportation Impact Fees, previously known as Traffic Impact Mitigation Fees.

2. All required Transportation Impact Fees shall be paid in full to the Town in association with and prior to issuance of a building permit, unless otherwise required by law. If no building permit is required, the fee shall be paid in full prior to issuance of a certificate of use and occupancy, or similar entitlement. Unless otherwise required by law, the amount due shall be calculated based on the fee in place as approved by the Town Council by resolution at the time the fee is paid.

3. The per trip amount of the fee shall be as set forth by the Town Council by resolution, pursuant to Town Municipal Code, Chapter 15, Article VII, Traffic Impact Mitigation Fees.

4. Fees shall be calculated by multiplying net new ADT by the per trip amount in place at the time the fees are paid.

5. Credit against Transportation Impact Fees due shall be granted for projects shown on the town of Los Gatos Transportation Improvements list (Attachment 2) up to the amount of the actual reasonable expenditure based on receipts submitted to the Town and as approved by the Town Engineer. Credit may be applied for any listed projects for which the developer, as a condition of approval, is required to either construct at the developer's sole cost or contribute a fixed or percentage amount of funding toward future construction of the listed improvement.

6. No credit shall be given for any public right-of-way dedication required for completion of projects not listed on Attachment 2.

7. Credit for existing development shall be determined by trips generated at the site within three years of entitlement application to the Community Development Department. Properties not generating trips within three years of application will not receive credit. All credits under this section shall be at the discretion of the Town

Engineer.

8. Housing units deed restricted for extremely low- and very low-income categories shall pay a fee at 50% of the rate of the fee that would otherwise be required for the unit. Extremely low- and very-low income categories will be as defined by the County of Santa Clara. The Community Development Director shall provide verification that the appropriate deed restrictions have been filed before permitting the project to pay the lower fee.

9. No credit shall be given for installation of Town-standard frontage improvements, Project access improvements, or internal circulation improvements.

10. Credit shall only be granted for payment of costs or construction of projects listed in Attachment 2, unless otherwise approved by the Town Council.

III. VEHICLE MILES TRAVELLED MITIGATION MEASURES

1. To mitigate VMT environmental impacts, the project shall be conditioned for implementation of mitigation measures in the following categories:

    - Modify the project's built environment characteristics to reduce VMT generated by the project;
    - Implement transportation Demand Management (TDM) measures to reduce VMT generated by the project; and/or
    - Participate in a VMT fee program and/or VMT mitigation exchange/banking program (if they exist) to reduce VMT from the project or other land uses to achieve acceptable levels.

2. The Town is taking a Townwide approach for VMT impact mitigation. Attachment 3, VMT Reduction Actions for the Town of Los Gatos, provides a framework for mitigating VMT in the Town.

APPROVED AS TO FORM:

_____

Gabrielle Whelan, Town Attorney

Town of Los Gatos
Transportation Analysis Guidelines

Table of Contents

1. Introduction ..... **Error! Bookmark not defined.**
1.1 Intent of TA Guidelines ..... **Error! Bookmark not defined.**
1.2 Environmental Evaluation ..... **Error! Bookmark not defined.**
1.3 Project Types ..... **Error! Bookmark not defined.**
1.4 CEQA and Non-CEQA Terminology ..... **Error! Bookmark not defined.**
2. Determining the Level of Transportation Analysis ..... **Error! Bookmark not defined.**
2.1 CEQA Relief for Projects Consistent with General Plan or Zoning **Error! Bookmark not defined.**
2.2 CMP Consistency Screening ..... **Error! Bookmark not defined.**
2.3 Recommended Process and Documentation ..... **Error! Bookmark not defined.**
2.4 Contact with Appropriate Town Staff ..... **Error! Bookmark not defined.**
2.5 Consultation with Other Jurisdictions ..... **Error! Bookmark not defined.**
2.6 Project Trip Generation and Trip Reductions ..... **Error! Bookmark not defined.**
2.6.1 Vehicle Trips ..... **Error! Bookmark not defined.**
2.6.2 Person Trips ..... **Error! Bookmark not defined.**
2.6.3 Establishing Trip Generation Rates for an Unspecified Use **Error! Bookmark not defined.**
2.6.4 Credit for Existing Trips – Local Analysis ..... **Error! Bookmark not defined.**
2.6.4 Credit for Existing Trips – VMT Analysis ..... **Error! Bookmark not defined.**
2.7 Vehicle Miles Traveled Methods ..... **Error! Bookmark not defined.**
3. Transportation Analysis (CEQA) for Land Use Projects ..... **Error! Bookmark not defined.**
3.1 VMT Analysis Methods ..... **Error! Bookmark not defined.**
3.1.1 Regional Transportation Plan/Sustainable Communities Strategy and General Plan Consistency ..... **Error! Bookmark not defined.**
3.1.2 VMT Assessment ..... **Error! Bookmark not defined.**
3.2 VMT Significance Thresholds ..... **Error! Bookmark not defined.**
3.3 VMT Mitigation Measures ..... **Error! Bookmark not defined.**
4. Transportation Analysis (CEQA) for Transportation Projects .. **Error! Bookmark not defined.**
5. Transportation Analysis per the Town's Transportation Policies **Error! Bookmark not defined.**

5.1 Study Area ..... **Error! Bookmark not defined.**
5.2 Key Study Elements..... **Error! Bookmark not defined.**
5.3 Data Collection..... **Error! Bookmark not defined.**
5.4 Project Site Access and Circulation Review..... **Error! Bookmark not defined.**
5.5 Analysis Scenarios..... **Error! Bookmark not defined.**
5.6 Analysis Time Periods ..... **Error! Bookmark not defined.**
5.7 Multimodal Analysis Methods ..... **Error! Bookmark not defined.**
5.8 Traffic Operations Analysis ..... **Error! Bookmark not defined.**
5.9 Mobility Deficiency Criteria..... **Error! Bookmark not defined.**
5.10 CMP Deficiency Criteria ..... **Error! Bookmark not defined.**
5.11 Mitigation Improvements ..... **Error! Bookmark not defined.**

1. Introduction

Transportation Analysis (TA) Guidelines are routinely established by jurisdictions to assess potential transportation effects of proposed projects on the local transportation system. These guidelines are intended to provide a clear and consistent technical approach to evaluating both land use and transportation infrastructure projects within Los Gatos.

These guidelines establish a process to comprehensively and accurately analyze potential project effects (adverse and beneficial) on transportation facilities and services in the Town of Los Gatos and other jurisdictions. This information is essential for decision-makers and the public when evaluating land use development and transportation infrastructure projects. These TA Guidelines serve three primary purposes:

- Provide an evaluation for the California Environmental Quality Act (CEQA) significant impacts and mitigation as a part of the environmental analysis process.
- Guide the Local Transportation Analysis in evaluating a project's consistency with the Town's General Plan Mobility Goals.
- Evaluate a project's consistency with the Santa Clara County Congestion Management Program (CMP).

1.1 Intent of TA Guidelines

The Town of Los Gatos General Plan 2040 seeks to "provide a well-connected transportation system that enables safe access for all transportation modes, including pedestrians, bicyclists, motorists, and transit riders of all ages and abilities." The TA Guidelines support this goal by evaluating new projects against the policies of the latest General Plan.

For CEQA-based environmental analysis, these TA Guidelines incorporate the use of vehicle miles traveled (VMT) to disclose the effects of the project on the surrounding environment. Town staff completed an SB 743[1] implementation process, which included the preparation of the *SB 743 Implementation for the Town of Los Gatos* (July 2020) document package. The document package provides detailed technical information pertaining to the options and data considered by the Town of Los Gatos to implement VMT as an impact criterion.

The TA Guidelines present the Town's approach for determining the need for a transportation analysis, its content, and identifying acceptable transportation improvements for land use and transportation projects proposed within Los Gatos. The TA Guidelines establish a transportation analysis protocol for the following:

[1] Senate Bill 743 (SB 743) changed some of the transportation significance criteria under the California Environmental Quality Act (CEQA) CEQA. Specifically, vehicle level of service (LOS) is no longer used as a determinant of significant environmental impacts, and a vehicle miles traveled (VMT) analysis is required.

[1]

- Environmental analysis
- General Plan consistency
- Congestion Management Program (CMP) evaluation
- Mobility deficiency criteria and thresholds
- Guidance on acceptable transportation improvements

Town staff will review transportation studies and reports based on the process presented in the TA Guidelines. However, each project is unique, and the TA Guidelines are not intended to be prescriptive beyond practical limits. Not all criteria and analyses described in the TA Guidelines will apply to every project. Early and consistent communication with Town staff is encouraged to confirm the type and level of analysis required for each study.

1.2 Environmental Evaluation

The TA Guidelines outline the methods and thresholds with which to evaluate projects consistent with the latest *CEQA Statue & Guidelines*.

The latest *CEQA Statue & Guidelines* include revised Appendix G Checklist questions for transportation impact evaluation. The four questions are as follows:

Would the project:

a) Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?

b) Would the project conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?

c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

d) Result in inadequate emergency access?

1.3 Project Types

A TA is prepared for a project before a discretionary action is taken. The following types of projects, which involve development activity or infrastructure changes in and around the Town of Los Gatos and affect the adjacent transportation system, should be evaluated for TA requirements.

- **Land use entitlements** or changes in use requiring discretionary approval by Los Gatos, which include General Plan amendments, specific plans (and related amendments), zoning changes, use permits, planned developments, and tentative subdivision maps; or any modifications of use that would generate 20 or more new Peak Hour (vehicle) Trips or at the discretion of the Town's Traffic Engineer
- **Land use activity** advanced by agencies other than Los Gatos that is subject to jurisdictional review under state and federal law, such as school districts, Santa Clara Valley Transportation Authority (VTA) Board of Directors, and others; or advanced within Los Gatos by agencies other than the

Town and inconsistent with the Town's General Plan.

- **Transportation infrastructure modification or expansion**, including capital improvement projects on Town roads, county roads, and state highways that may impact Town facilities and services.

1.4 CEQA and Non-CEQA Terminology

To distinguish the CEQA analysis from the non-CEQA analysis (i.e., the local transportation analysis) the analyses apply different terminologies as summarized below in **Table 1**.

Table 1: Comparison of Select CEQA and Non-CEQA Terms

CEQA Term	Non-CEQA Term
CEQA Transportation Analysis	Local Transportation Analysis
Significance criteria	Threshold or performance standard
Significant impact	Deficiency
Mitigation measure	Mitigation improvement
Baseline Conditions	Existing Conditions and Background Conditions
Future Year Cumulative Conditions	Cumulative Conditions

2. Determining the Level of Transportation Analysis

Unless explicitly waived by the Town, a TA may be required when any one of the following conditions is met.

- A project has the potential to create a significant transportation environmental impact under CEQA.
- A project has the potential to generate daily vehicle miles traveled greater than the Town's General Plan future year VMT projections.
- For local transportation analysis, a project has the potential to generate 20 or more new Peak Hour (vehicle) Trips.
- A project that is not consistent with the development density established by existing zoning, community plan, or general plan policies for which an environmental impact report (EIR) was certified, per *CEQA Statue & Guidelines Section 15183*.
- A project will alter physical or operational conditions on a Town pedestrian facility, bicycle facility, transit facility or service, or other transportation facility.
- An Accessory Dwelling Unit (ADU) of 750 square feet or smaller shall be exempted from the requirements of Transportation Analysis and the Transportation Impact Fees.

In general, a TA is applicable for two to five years. After two or more years of inactivity, a TA may need to be updated to reflect changes in the study environment, including traffic growth and other circulation issues.

Nothing in the Transportation Impact Policy shall prohibit or restrict a Project applicant from completing a local transportation study for a Project anticipated to generate less than 20 new Peak Hour trips.

2.1 CEQA Relief for Projects Consistent with General Plan or Zoning

Per *CEQA Statue & Guidelines Section 15183,* projects consistent with a general plan, zoning action, specific plan, and certified environmental impact report (EIR) would not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects. Additionally, projects consistent with a general plan, zoning action, or specific plan where cumulative impact(s) were adequately addressed in a prior EIR would not require further CEQA transportation analysis. As noted below, projects consistent with the Town's General Plan, as determined by the Community Development Director, will not be required to do any VMT Analysis since the Town is taking a Townwide approach for VMT impact mitigation.

2.2 CMP Consistency Screening

Projects should reference the most recent *VTA Transportation Impact Analysis (TIA) Guidelines* to determine the need for a transportation impact analysis. In most cases, projects that generate fewer than 100 net new peak hour vehicle trips are not required to conduct VTA's CMP transportation analysis.

2.3 Recommended Process and Documentation

In coordination with Town staff, the project applicant shall retain a transportation professional to conduct the TA. The transportation consultant should seek Town acceptance of the scope of work before initiating the analysis. In some cases, review by other affected jurisdictions will be required. **Appendix A: Transportation Analysis Report Format Outline** contains a recommended outline for the TA document.

Each TA will begin by preparing a scope of work that describes the project description, site location, analysis methods, area-wide assumption, study elements, study time periods, and traffic data collection methods. To finalize a TA scope of work for the local transportation analysis, the project applicant will provide an estimate of the project trip generation and trip distribution . These estimates and scope of work should be shared with Town staff to finalize the scope of services. Overall, the TA report will address: 1) environmental analysis, 2) project site access and circulation, and 3) other transportation impacts and traffic deficiencies.

2.4 Contact with Appropriate Town Staff

To minimize the potential for delays in project processing, it is important for the TA to be prepared in coordination with Town staff. Timely coordination will also ensure that potential transportation improvements and environmental consequences are considered as early as possible in the planning process, as deficiencies and corresponding improvement costs can have a substantial effect on project costs. Coordination should include the following:

- A pre-application meeting, which will include a discussion of the TA requirements.
- Development of an approved scope of work, which includes trip generation, study area, analysis scenarios and parameters, data requirements, and provisions for pedestrians, bicyclists, and transit users.
- Approval of the project trip generation (person and vehicle) and trip distribution.
- Review of all assumptions and the results of Existing Conditions analysis.
- Review of the administrative draft report, with adequate time for comments.
- Review of a draft report, with adequate time for comments.

If the TA report information will be incorporated into the transportation and circulation section of an environmental document (e.g., Initial Study, Mitigated Negative Declaration, or Environmental Impact Report), the format of this report may need to be discussed with the environmental consultant, a peer reviewer, and/or Town staff. Upon circulation of the draft environmental document, the format of the final TA report may need to be discussed with the environmental consultant.

2.5 Consultation with Other Jurisdictions

If the study area overlaps with other jurisdictions, staff from other jurisdictions must be consulted to verify study locations, the impact significance criteria, and to consider any current development applications. Section 15086 of the *CEQA Statue & Guidelines*[22] shall be followed as the basis for satisfying consultation requirements. In most cases, overlap will occur for roadway system analysis, but may also include impact analysis of active transportation modes (bicycling and walking), as well as transit system facilities and services.

2.6 Project Trip Generation and Trip Reductions

Person and vehicle trip generation rates are a way to estimate the number of expected pedestrian, bicycle, transit, and vehicle trips that a proposed development will generate. These rates establish the basis of analysis for a proposed project and its effects on the transportation network. Person trip generation should be reported for walking, bicycle, and pedestrian trips, and vehicle trip generation should be reported for single-occupant, and carpool.

Methodologies to estimate project trip generation and trip reductions shall be prepared consistent with the latest *VTA TIA Guidelines*, with the exceptions described in this document.

[2] *California Environmental Quality Act Statute & Guidelines, 2020.*

2.6.1 Vehicle Trips

Consistent with the *VTA TIA Guidelines*, pass-by trips shall not be considered in calculating the 20 new Peak Hour Trip threshold that triggers the requirement for conducting a comprehensive local transportation analysis report.

The Institute of Traffic Engineers (ITE) *Trip Generation Manual* trip generation rates for Specialty Retail Center shall apply to all Specialty Retail.

Uses within the Central Business District (C-2 Zone} are expected to change periodically as part of the natural business cycle. For the purpose of Transportation Impact Fees, changes in use without changes in net building square footage within the C-2 Zone shall not be considered to create a traffic deficiency, shall be exempt from this policy, and no fees shall be charged for a change in use. Any increases in building square footage shall pay impact fees at the ITE Shopping Center rate or comparable equivalent rate for the expanded area, as determined by the Town Traffic Engineer.

The Town reserves the right to require the project sponsor to conduct local trip generation surveys for select projects, depending on land use and conditions in the field.

2.6.2 Person Trips

Person trip generation rates should be developed from empirical studies, person travel survey data, or conversion of vehicle trip rates to person trip rates using a vehicle occupancy factor. In addition, person trip generation by mode may be derived using an approved analysis tool that incorporates data from local trip generation surveys or published trip generation rate data.

2.6.3 Establishing Trip Generation Rates for an Unspecified Use

For projects where the ultimate land use is not certain (for example, a large subdivision of flexible commercial-industrial parcels), there are two options for establishing the trip generation rates.

- Option 1: Town staff will recommend the use of the highest traffic intensity among all permitted uses to establish traffic deficiencies.
- Option 2: Estimates can be made using a lower traffic intensity use if the Town and developer establish a maximum trip allowance. Once a proposed land use has been identified, then: 1) the subdivision trip generation allowance must be monitored by the Town as development occurs; and 2) the TA report may need to be updated.

2.6.4 Credit for Existing Trips – Local Analysis

The estimate of new trips generated by the proposed development project may include credit for trips associated with existing uses on the site. Uses are considered as existing if they are actively present on the project site at the time that data is gathered for the transportation impact analysis. Similarly, if a

planned (but not constructed) use was already permitted for the site and an improvement(s) was identified and funded, the new TA only needs to assess the effects of additional trips above and beyond the trips for the permitted use. Additionally, certain commercial land uses attract vehicle traffic that currently exists on the roadway, rather than generating new trips.

Understanding there are permitted reductions that may be taken under the circumstances listed above, the Town requires that any reductions in project vehicle trip generation are applied according to the latest *VTA TIA Guidelines*.

In calculating new Peak Hour Trips for purposes of determining whether or not a TA report is required pursuant to this Policy, trip credit shall be granted for an existing use or the most recent former use.

In calculating new Average Daily Trips for purposes of determining the amount of the Transportation Impact Mitigation Fee due, trip credit shall be granted for an existing use or the most recent former use.

Where the property is vacant, the most recent former use shall be used.

Where a portion of the space is changing use, credit will apply to the proportionate square footage of the space under review.

Where the change in use results in fewer trips than the existing or former use, no credit or refund will be due the applicant.

2.6.4 Credit for Existing Trips – VMT Analysis

For the evaluation of vehicle miles of travel, VMT credit for the prior use depends on how the project changes the baseline condition, if the project sponsor had ownership and control of the previous land use, and the reason for stopping the previous land use. Baseline conditions are typically defined at the beginning of an environmental analysis and a CEQA analysis needs to isolate the effects of the project to clearly define the project's effect on the baseline condition. To receive VMT credit, the project sponsor needs to demonstrate continuous ownership of site, with on-site occupancy paused only due to the redevelopment activity and not because of some economic or other condition outside the control of the project sponsor. However, this credit should only be applied to total project generated VMT and should not be included when calculating a VMT rate.

2.7 Vehicle Miles Traveled Methods

As noted, projects consistent with the Town's General Plan, as determined by the Community Development Director, will not be required to do any VMT Analysis since the Town is taking a Townwide approach for VMT impact mitigation. Although the calculation of VMT is simply the number of cars multiplied by the distance traveled by each car, VMT performance measures can be reported differently. At a minimum, the VMT analysis for Los Gatos will be prepared for two purposes:

- Greenhouse gas and air quality analysis using project generated VMT on a VMT per service population basis (residents + employment).
- Environmental evaluation by land use and/or transportation project.

The project generated VMT from new population and employment growth and the boundary (total) VMT for a specific geographic area will be prepared using the latest Santa Clara Valley Transportation Authority (VTA)-City/County Association of Governments of San Mateo County (C/CAG) Bi-County Model ("VTA Travel Model"). Because emissions rates vary by vehicle speed, the project generated VMT and total VMT should be disaggregated by speed bin (typically in five mile an hour increments of speed from 0 to ~80 miles per hour) to allow different emissions factors to be applied at different speeds, which allows for the preparation of a more refined emissions analysis.

3. Transportation Analysis (CEQA) for Land Use Projects

For an environmental analysis, these TA Guidelines incorporate the use of vehicle miles traveled (VMT) to disclose the effects of the project on the environment. Town staff completed an SB 743 implementation process, which included the preparation of the *SB 743 Implementation for the Town of Los Gatos* (July 2020) document package. The document package provides detailed technical information pertaining to the options and data considered by the Town of Los Gatos to implement VMT as an impact criterion.

At its November 17, 2020 meeting, the Town Council adopted Resolution 2020-045, Designating the Use of Vehicle Miles Traveled as the Metric for Conducting Transportation Analyses Pursuant to the California Environmental Quality Act and Establishing the Thresholds of Significance to Comply with California Senate Bill 743.

The *CEQA Statue & Guidelines* allow exemptions to projects meeting certain criteria. Project applicant may review the exemptions before preparing CEQA analysis for projects.

Based on the Town's implementation of SB 743, the following methods should be used to determine VMT impact thresholds and mitigation requirements for land use projects.

3.1 VMT Analysis Methods

The Town elected to conduct a complete VMT analysis consistent with the General Plan future year VMT projections based on long-term expectations for air quality and GHG expectations as part of its General Plan EIR, so that it could make specific use of *CEQA Statue & Guidelines* Section 15183 to streamline project-specific CEQA analysis that is consistent with its General Plan and other Town documents. For the Town of Los Gatos, addressing transportation VMT impacts in the Town General Plan EIR is a useful way of understanding VMT impacts and how VMT reduction should be balanced against other community values related to the environment, social justice, and the community. By conducting a Town-wide VMT impact analysis, the Town is able to develop a program-based VMT mitigation approach. The concept of a 'program' approach to impact mitigation is commonly used in a variety of technical subjects, including

transportation, air quality, GHG, and habitat. Absent a new program-level VMT mitigation approach, there are limited feasible mitigation options for project sites, and as a result limited ability to reduce VMT. Also, practically speaking, without feasible mitigation, significant VMT impacts would be significant and unavoidable (SAU). Under these circumstances, a project must prepare an EIR, thus adding time and cost to environmental review compared to an initial study/negative declaration (IS/ND) that relies on streamlining offered in the *CEQA Statue & Guidelines.*

Should a project not be consistent with the General Plan, as determined by the Community Development Director, or for some other reason unable to benefit from streamlined CEQA review under *CEQA Statue & Guidelines* Section 15183, the following sections provide details on how to conduct a complete VMT analysis for land use plans and projects in the Town of Los Gatos.

3.1.1 Regional Transportation Plan/Sustainable Communities Strategy and General Plan Consistency

The first step in assessing project impacts is to determine if the project land use is contained within the Town of Los Gatos residential and non-residential land use allocations in the current Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), and if the project is consistent with the latest General Plan. If the project is not consistent with the RTP/SCS and/or the latest General Plan, amendments to those documents or the project would be needed prior to proceeding with the project review.

3.1.2 VMT Assessment

Projects not consistent with the current RTP/SCS or the latest General Plan are required to complete a VMT analysis using the VTA Travel Model to determine if there would be a significant VMT impact. The tools and methodology of the VMT analysis shall be approved by PPW Director (or Traffic Engineer). The impact analysis includes two types of VMT:

1. **Total Project Generated VMT** – Daily VMT of all vehicle trips, vehicle types, and trip purposes for all project land uses, presented as a total project generated VMT.
2. **Project's Effect on VMT within the Town of Los Gatos**. VMT that occurs within the Town of Los Gatos by any type of vehicle. This captures all on-road vehicle travel on a roadway network for any purpose, and includes local trips as well as trips that pass through the area without stopping.

If the land use control totals increase between the without and with project conditions in the travel model, these VMT metrics will need to be expressed on a per service population (residents, employees, and other populations generating the VMT) basis to understand the effects of the project between scenarios.

The types of VMT analysis are evaluated for the following scenarios:

- **Baseline Conditions** – Conditions in the baseline year for the CEQA analysis, which is most often chosen as the time of notice of preparation (NOP) of an environmental document, but may be chosen as the baseline year of the VTA Travel Model, if land use and transportation network conditions can be considered largely unchanged between the model baseline year and the date of the NOP. For compliance with the *CEQA Statute & Guidelines* Section 15125(a), the transportation impact analysis must include a description of the physical environmental conditions near the project, as they exist at the time the NOP is published, or if no NOP is published, at the time environmental analysis is commenced, from both a local and regional perspective. Baseline VMT estimates will be prepared using the most recent base year VTA Travel Model.
- **Baseline with Project Conditions** – The project land use is added to the project Transportation Analysis Zone (TAZ), or a separate TAZ may be created to contain the project land uses. A full model run is performed and VMT changes (by metric of choice) are isolated for the project TAZ and across the full model network. The model output must include reasonableness checks of the production and attraction balancing to ensure the project effect is accurately captured. If this scenario results in a less-than- significant impact, then additional cumulative scenario analysis may not be required.
- **Future Year Cumulative Conditions** – Conditions requiring an RTP/SCS and/or General Plan amendment are also required to evaluate the project effect on VMT under Future Year Cumulative Conditions. This scenario buildout of the region's land use and transportation system also provides the long-range view of future travel patterns. Future Year Cumulative Conditions VMT estimates should be based on the horizon year of the most recent VTA Travel Model, ensuring the model does not already contain the land uses or transportation improvements associated with the project.
- **Future Year Cumulative with Project Conditions** – The project land use is added to the project TAZ, or a separate TAZ is created to contain the project land uses. The addition of project land uses may be accompanied by a reallocation of a similar amount of land use from other TAZs throughout the model area (focusing on Santa Clara County), especially if the proposed project is significant in size such that it would potentially reduce the potential for development throughout the rest of the model area. Land use projects will generally not change the Future Year Cumulative Conditions control totals for population and employment growth within the model area. Instead, they will influence the land use supply through changes in General Plan land use designations and zoning. If project land uses are simply added to the Future Year Cumulative Conditions scenario, then the analysis should reflect this limitation in the methods and acknowledge that the analysis may overestimate the project's effect on VMT. A full model run is performed and VMT changes (by metric of choice) would be isolated for the project TAZ and across the full model network. The model output must include reasonableness checks of the production and attraction balancing to ensure the project effect is accurately captured.

The model output should include the two VMT metrics listed earlier: 1) total project generated VMT, and 2) project's effect on VMT using the total boundary VMT. Emissions vary by speed bin; disaggregating VMT by speed bin allows different emissions factors to be applied at different speeds, which allows for the preparation of a more refined emissions analysis. The total boundary VMT is needed as an input for air quality, greenhouse gas (GHG), and energy impact analysis, while the project generated VMT metrics are

used for the transportation impact analysis.

Both "with project" scenarios noted above will summarize the two types of VMT and be compared to the without project condition.

Project generated VMT should be extracted from the VTA Travel Model by combining either the origin-destination (for total VMT) or production-attraction (for the other metrics) trip matrices and congested skims (travel distances for each origin-destination pair in the travel mode) from final assignment. The VMT should be adjusted to reflect trips that extend beyond the model boundary. The project's effect on VMT should be estimated using the Town limit boundary and extracting the total link-level VMT for both the without and with project conditions. Additional VMT metric specifications may be found in the *SB 743 Implementation for the Town of Los Gatos* (July 2020) document package.

If a project is mixed-use (i.e., composed of both residential and retail/office uses), project generated VMT should be extracted for both the total VMT and VMT per service population (residents and employees).

3.2 VMT Significance Thresholds

The Town Council adopted Resolution 2020-045, Designating the Use of Vehicle Miles Traveled as the Metric for Conducting Transportation Analyses Pursuant to the California Environmental Quality Act and Establishing the Thresholds of Significance to Comply with California Senate Bill 743. The thresholds balance the Town's priorities with respect to competing objectives, including Los Gatos's geographic and transportation context, greenhouse gas reduction goals, interest in achieving the state's greenhouse gas reduction goals, and the latest General Plan goals and policies related to land use mix, economic development, and housing provision.

VMT analyses shall evaluate a project's VMT impacts based on the thresholds established in the latest Council-adopted resolution.

3.3 VMT Mitigation Measures

To mitigate VMT impacts, the project shall be conditioned for implementation of mitigation measures in the following categories:

1. Modify the project's built environment characteristics to reduce VMT generated by the project;
2. Implement transportation Demand Management (TDM) measures to reduce VMT generated by the project; and/or
3. Participate in a VMT fee program and/or VMT mitigation exchange/banking program (if they exist) to reduce VMT from the project or other land uses to achieve acceptable levels.

The Town is in the process of updating the General Plan and the Draft Environmental Impact Report (DEIR) for the 2040 General Plan was released for public review in July 2021. The 2040 General Plan DEIR identifies significant but unavoidable transportation impacts and the mitigation measures. The Town is taking a Town-wide approach for VMT impact mitigation.

Attachment 3, VMT Reduction Actions for the Town of Los Gatos, provides a framework for mitigating VMT in the Town. Attachment 2, Transportation Mitigation Improvements Project List, has many improvements that are consistent with the VMT Reduction Strategies.

Evaluation of VMT reductions should be conducted using state-of-the-practice methods, recognizing that many of the TDM strategies are dependent on building occupant performance over time. As such, actual VMT reduction cannot be reliably predicted, and monitoring may be necessary to gauge performance related to mitigation expectations.

4. Transportation Analysis (CEQA) for Transportation Projects

Transportation Analysis for transportation projects shall follow the latest CEQA Guidelines and related technical advisories from the Governor's Office of Planning and Research (OPR).

The Thresholds of Significance for all transportation projects are established in the latest Council-adopted resolution.

Transportation projects that reduce, or have no impact on, vehicle miles traveled should be presumed to cause a less than significant transportation impact.

In 2020 Caltrans adopted its guidance under SB 743. The department's *Transportation Analysis Framework* and *Transportation Analysis for CEQA* provide guidance for assessing induced travel impacts from prospective projects on the State Highway System. CEQA analysis for proposed transportation projects on the State Highway System should also follow Caltrans guidance.

5. Transportation Analysis per the Town's Transportation Policies

The contents and extent of a local transportation analysis per the Town's General Plan depend on the location and size of the proposed development, the prevailing transportation conditions in the surrounding area, and questions from decision-makers and the public. The Town is committed to a well-connected transportation system that enables safe access for all modes of travel. The methods presented in this chapter include robust data collection and analysis techniques for pedestrian, bicycle, and transit networks, in addition to vehicle circulation.

The local transportation analysis shall be prepared consistent with the latest VTA TIA Guidelines, with the exceptions described in this document.

5.1 Study Area

The study area is determined by evaluating the project location and how it may affect all transportation modes and facilities. It is not simply a map showing where the project is located. Rather, the study area is the area of influence of a project. Each local transportation analysis will consider the adjacent transportation system for site access and circulation of land development projects and street modifications for transportation projects. To properly assess the site access, the Town may require off-site intersection analysis and/or other multimodal analysis.

The study area may include the nearest CMP facility to evaluate the proposed project's conformity with the CMP facilities.

Applicants should consult with Town staff early regarding the need for a local transportation analysis based on local or site-specific issues, especially those related to pedestrians, bicyclists, and transit users.

5.2 Key Study Elements

The extent and complexity of a local transportation analysis will vary on the project attributes. **Table 2** summarizes the basic requirements for a local transportation analysis for every project requiring a complete transportation analysis. Specific significance criteria for each of the listed elements are described in further detail in *the Transportation Analysis (CEQA) for Land Use Projects* and *Transportation Analysis (CEQA) for Transportation Projects* sections. To avoid substantial off-site improvements or changes to the project site plan/description after the transportation analysis is completed, a preliminary site plan shall be included for a "fatal flaw" evaluation.

Table 2: Local Transportation Analysis – Evaluation Criteria

Study Element	Evaluation Criteria
General Plan Consistency	Evaluate the project against goals, policies, and actions set forth in the latest General Plan and other applicable Town plans.
Parking	Compare the project parking plan with Town and local specific plan standards and discuss how the proposed supply will affect demand for walking, bicycling, and transit modes. If a mix of land uses is proposed on site, or complements adjacent land uses, justify how the development will make use of shared on-site parking.
On-Site Circulation	Review and evaluate site access locations, turning radii, truck loading areas, emergency access, and other site characteristics with respect to operations and safety for all modes of transportation.
Pedestrian Facilities	Identify any existing or planned pedestrian facilities that may be affected by the project. Document how the project will affect local pedestrian circulation (e.g., disclose how widening a road or adding a driveway will affect pedestrian safety and walking time).

Table 2: Local Transportation Analysis – Evaluation Criteria	
Study Element	**Evaluation Criteria**
Bicycle Facilities	Identify any existing or planned facilities that may be affected by the project.
Transit	Identify any existing or planned transit facilities that may be affected by the project. If appropriate, document how the project improves access to or utilization of transit. For system planning, use crush load as capacity, not seated capacity.
Safety Assessment	Evaluate project trips added to safety enhancement projects within the study area that are proposed as part of other future safety studies by the Town or other agencies.
Trucks (or Other Large Vehicles)	For relevant industrial projects, identify the number of truck trips that will be generated, and design facilities necessary to accommodate these trucks.
Automated Vehicles or Transportation Network Company Pick-up/Drop-Off	For projects where automated vehicles and/or transportation network companies may have a large concentration of pick-up/drop-off, the project site circulation and pick-up/drop-off areas must be reviewed to identify opportunities and constraints of the project site. Modifications to the site circulation and/or pick-up/drop-off may be recommended.
Off-Site Traffic Operations	All roadway facility analysis and Level of Service should be conducted using the latest version of the *Highway Capacity Manual* (HCM).
Intersection Traffic Control	Evaluate unsignalized intersections located within the study area to determine appropriate traffic control. Analysis should include documentation of the appropriateness of a roundabout as an alternative or replacement to a traffic signal.
Other Issues	Consider other issues on a case-by-case basis (e.g., construction deficiencies, queuing between closely spaced intersections, emergency access, special event traffic)
Other Jurisdictional Requirements	In situations where several agencies must approve a development or are responsible for affected roadways, the applicant must contact lead and responsible agencies to determine issues to be addressed, scope of study, etc. In general, the applicant will be responsible for analyzing project impacts against appropriate jurisdictional thresholds; however, the analysis method will be determined by the Town in compliance with CEQA, and the impacts will be mitigated consistent with Town standards.

5.3 Data Collection

Accurate data is essential to achieve a high level of confidence in local transportation analysis results. Existing transportation data shall be collected using the requirements set forth below. Data should be presented on maps or figures where appropriate. To address the specific needs of each project, the extent of data collected shall be at the discretion of Town staff.

- **Pedestrian/Bicycle Facilities** – Document the existing pedestrian and bicycle facilities serving the project site. Elements will include presence and width of sidewalks, curb ramps, crosswalks, or other pedestrian facilities providing access to the nearest attractors of the project site, such as transit stops, neighborhood attractors and/or complimentary land uses, and bicycle facilities (e.g., routes, lanes, or shared-use paths) within a two-mile bicycling distance of the project site. Document barriers, deficiencies, and high pedestrian-demand land uses, including schools, parking, senior housing facilities, and transit stops or centers. The report will note any deficiencies or enhancements planned or recommended in the latest General Plan or future planning documents.
- **Transit Facilities and Ridership** – Document transit lines nearest to the project site, including stop locations, frequency of service, and any capacity issues. It will also describe transit stop amenities (e.g., benches, shelters, etc.).
- **Multimodal Peak-Period Turning Movement Counts** – Turning movement counts, including vehicles, bicycles, and pedestrians, will be collected for each study time period at all study intersections. The following parameters will be followed (fall and spring days while school is in session are preferred):
    - Data collection will cover at least two hours to ensure the peak hour is observed.
    - As applicable, 48-hour machine counts will be used to identify the peak period before conducting other counts or analysis.
    - Traffic volumes should not be influenced by a holiday, weather, construction, or other temporary change.
    - The percent of traffic that consists of heavy trucks will be noted/estimated during data collection.
    - Some projects may require vehicle classification or occupancy counts. Consult with Town staff on a case-by-case basis.
    - Traffic counts that are older than two years at study initiation will not be used without consultation and approval by Town staff. These counts may need to be adjusted to reflect current year traffic volumes.
- **Daily Traffic Counts** – Collect data for all study roadway segments using the parameters described above for peak period turning movement counts, with the exception of bicycle and pedestrian volumes. Daily counts are used to size facilities (e.g., 2-lane vs. 4- lane) and to identify temporal changes in traffic.
- **Roadway Geometry** – Document existing roadway and intersection geometries and lane configurations. Information from aerial photography and street views should be verified based on a site visit(s).
- **Intersection Controls and Signal Timings** – For use in intersection analysis, intersection control types and signal timings and phasing should be based on signal timing sheets (available from Los Gatos or Caltrans) and verified during site visits.
- **Five-Year Collision Data** – Obtain Statewide Integrated Traffic Records System (SWITRS) through the local California Highway Patrol or through the following web site: *www.chp.ca.gov/switrs.*

- **Mode Split** – Summarize daily and peak hour mode split for the study area land uses. Data could include U.S. Census journey-to-work data, empirical surveys, or any other available surveys.

5.4 Project Site Access and Circulation Review

A detailed site plan review is required for all projects. The local transportation analysis should include a review and summary of findings of the following qualitative and quantitative features.

- Consideration of roundabouts are encouraged. Conduct roundabout analysis as required by Town staff.
- Existence of any current traffic problems in the local area, such as a high-collision location, non-standard intersection or roadway, or an intersection in need of a traffic signal or a roundabout.
- Applicability of context-sensitive design practices compatible with adjacent neighborhoods or other areas that may be impacted by the project traffic.
- Proximity of proposed site driveway(s) to other driveways or intersections.
- Adequacy of the project site design to convey all vehicle types.
- Number and type of parking provided, including vehicle and bicycle parking.
- On- and off-street loading requirements.
- Adequacy of on-site vehicle, bicycle, and pedestrian circulation and provision of direct pedestrian paths from residential areas to school sites, public streets to commercial and residential areas, and the project site to nearby transit facilities.

An important aspect of a TA is to provide sufficient information for the Town to determine that a project is consistent with the latest General Plan and other applicable Town policies, plans, and standards. As such, individual projects must be reviewed against relevant policies contained in the latest General Plan or other plans and policies. Applicants should review the full policy statements in the latest General Plan Mobility Element.

If the study area extends into an adjacent jurisdiction, the applicant may be responsible for analyzing project generated operational impacts in these jurisdictions. These include intersection or segment locations in any other jurisdiction, including Caltrans-maintained facilities. The applicant shall refer to current policies in the respective jurisdiction to identify the appropriate significance criteria.

5.5 Analysis Scenarios

The range of scenarios includes Existing Conditions, Background Conditions, and Cumulative Conditions. Projects consistent with the latest General Plan will only be required to complete the Existing and Background conditions analysis; where Existing Conditions looks at the effect of the proposed project on the existing system within the next year or two, Background Conditions typically looks at a longer time frame of about three to five years. Inclusion of all three analysis conditions (e.g., Existing, Background, and Cumulative), would typically occur for large development projects, General Plan amendments, specific plans (and related amendments), with Cumulative Conditions having a time horizon of 10 to 20 years.

The following analysis scenarios will document existing or future conditions, any deficiencies, and identify deficiencies that will result from the addition of the project. Each scenario will include a qualitative description of transportation facilities for all modes (and any planned enhancements), traffic volumes, and a quantitative analysis of intersection LOS. Key study elements are identified in the *Multimodal Analysis Methods* section of this chapter. Details regarding each local transportation analysis scenario are presented below.

- **Existing Conditions** – These conditions are based on recent field observations and recent traffic count data.
- **Existing with Project Conditions** – Traffic volume forecasts for roadway analysis reflecting Existing Conditions with traffic generated by the proposed project. For reuse or conversion projects, this may involve accounting for any existing use of the site that remains or will be removed. It should also qualitatively describe how the project will affect transportation for other modes, including compliance or relation to other Town documents.
- **Background Conditions** – Traffic volume forecasts for roadway segment and intersection analysis should reflect Existing Conditions with growth due to approved development that is expected to be operational before or concurrently with the proposed project. This scenario may not be needed if the study area has limited or no approved developments.
- **Background with Project Conditions** – This scenario represents the Background Conditions with vehicle trips added by the proposed project. It provides decision-makers and the public with a view of conditions with all recently approved development and physical improvements, including the proposed project.
- **Future Year Cumulative Conditions** – This scenario represents transportation conditions for all travel modes in the study area reflecting all approved projects, pending projects, or expected development of other areas of Los Gatos designated for growth under the latest General Plan or specific plan. In most cases, the project site will likely be vacant under this scenario. In some cases, this scenario may need to account for any existing uses on the site that could continue, and potential increases in development allowed by ministerial approvals.
- **Cumulative with Project Conditions** – This scenario represents the cumulative future transportation conditions with anticipated changes to the transportation system and the additions of project trips, and provides the long-range view of future traffic operations.

5.6 Analysis Time Periods

Based on the land use of the proposed project and upon consultation with Town staff, the study shall analyze traffic operations during the peak one hour of the following time periods:

- Weekday morning peak (7:00 – 10:00 AM)
- Weekday evening peak (4:00 – 7:00 PM)

For some projects, the Town may substitute or require additional peak hour analysis for the following time periods as approved or requested by the Town's Traffic Engineer:

- Weekday afternoon peak (2:00 – 4:00 PM)
- Friday evening peak (4:00 – 7:00 PM)
- Weekend midday peak (11:00 AM – 1:00 PM)
- Sunday or holiday evening peak (4:00 – 7:00 PM)

For example, retail commercial projects should evaluate operations for Saturday midday peak hour conditions, in addition to the standard weekday morning and evening peak periods. The determination of study time periods should be made separately for each proposed project, based upon the peaking characteristics of the project generated traffic and peaking characteristics of the adjacent street system and land uses.

5.7 Multimodal Analysis Methods

The report should provide a quantitative and/or qualitative evaluation of the project's potential adverse or beneficial effects on transportation facilities and services related to pedestrians, bicyclists, and transit users.

For some projects, more detailed multimodal analysis may be required. Such analysis shall be decided upon in consultation with Town staff and consider new tools, methods, and performance measures, such as those listed below.

- **Multimodal LOS** – The latest *Highway Capacity Manual* (6th Edition) contains methods for multimodal LOS.
- **Person Delay** – Simulation models can be used to measure system performance in terms of overall person-delay for all modes within a transportation network. This method provides a better decision-making tool for developing improvements to promote efficient movement of people, rather than a particular type of vehicle.
- **Safety Assessment** – Evaluate whether the project adds vehicle trips to a safety improvement identified within the study area. (If a project may affect a Caltrans facility, a safety assessment may be needed for CEQA purposes as well.)
- **Bicycle Level of Stress (LTS)** – Evaluate LTS for all bicycle facilities within a two-mile bicycling distance of the project site. There are several methods for evaluating LTS for bicycle facilities, which generally rely on street widths/number of vehicle lanes, vehicle speeds, daily volumes, and type of bicycle facility to evaluate "low stress" bike networks. The *Low-Stress Bicycling and Network Connectivity* (2012) report and the National Association of City Transportation Officials (NACTO) *Urban Bikeway Design Guide, Second Edition* (2014) contains methods for LTS.
- **Pedestrian Level of Stress (LTS)** – Evaluate LTS for all pedestrian facilities providing access to the nearest attractors (e.g., transit stops, neighborhood attractors and/or complimentary land uses) of the project site. Compared to bicycle LTS, there are parallel methods for calculating pedestrian comfort using best practiced from the NACTO *Urban Street Design Guide* (2013) and pedestrian

safety research. As with bicycle comfort, pedestrian comfort is based on a variety of factors ranging from the quality and presence of sidewalks to the conditions of the adjacent roadway (speed, number of travel lanes, frequency of trucks).

- **Activity Connectedness** – Travel time for each mode (e.g., walking, bicycles, transit, and vehicles) between the project and surrounding land uses can be used to gauge the degree of accessibility for a project. The Town desires to minimize travel time to necessary destinations while minimizing unnecessary vehicle travel. Tools such as geographic information systems or online tools (e.g., Index and Walk Score) can be used to gauge this measure specifically for walking. The main idea is to evaluate activity centers and destinations around projects to ensure that walk times to necessary destinations are minimized and the walking experience is comfortable.

5.8 Traffic Operations Analysis

Traffic operational deficiencies shall be analyzed using standard or state-of-the-practice professional procedures. The main issues related to traffic operations analysis are the method, input data, and assumptions. These three items influence the level of confidence and the associated level of defensibility of the local transportation analysis. For traffic operations, this requires following the procedures and techniques published in the most recent *Highway Capacity Manual* (HCM).

Traffic Operations Analysis should be conducted according to the latest *VTA Traffic Level of Service Guidelines*.

5.9 Mobility Deficiency Criteria

The overall guiding principal of the General Plan 2040 Mobility Element is to, "[p]rovide a well- connected transportation system that enables safe access for all transportation modes, including pedestrians, bicyclists, motorists, and transit riders of all ages and abilities." Los Gatos evaluates each transportation mode to identify deficiencies. Local transportation analyses evaluate intersection operations focused on specific traffic issues such as queuing and safety. A greater emphasis is placed on pedestrian, bicycle, and transit facilities and services, in part to reduce traffic congestion and air quality impacts associated with automobile use. **Table 5** outlines deficiency criteria for each mode. The mobility deficiency criteria can be used to identify conflicts with existing or planned multimodal facilities.

Table 5: Mobility Deficiency Criteria

Study Element	Deficiency Determination
Parking	Project increases off-site parking demand above a level required by the Town Zoning Code and/or desirable by the Town.
On-Site Circulation	Project designs for on-street circulation, access, and parking fail to meet Town standards. Where Town standards are not defined, industry standards [*Highway Design Manual*, *California Manual on Uniform Traffic Control Devices (MUTCD),* etc.] should be referenced, as appropriate.

Table 5: Mobility Deficiency Criteria	
Study Element	**Deficiency Determination**
	Failure to provide adequate accessibility for service and delivery trucks on site, including access to loading areas. Project will result in a hazard or potentially unsafe conditions without improvements.
Pedestrian Facilities	Project fails to provide safe and accessible pedestrian connections between project buildings and adjacent streets, trails, and transit facilities.
Bicycle Facilities	Project disrupts existing or planned bicycle facilities or is otherwise inconsistent with the latest General Plan, Bicycle and Pedestrian Master Plan, or other related plans. Project adds bicycle trips along project frontage to an existing facility that needs improvements per the latest BPMP.
Transit	Project disrupts existing or planned transit facilities and services or conflicts with Town adopted plans, guidelines, policies, or standards.
Heavy Vehicles (Trucks and Buses)	A project fails to provide adequate accommodation of forecasted heavy traffic or temporary construction-related truck traffic consistent with Town or industry standards (*Highway Design Manual*, MUTCD, etc.).
Off-Site Traffic Operations	95th percentile vehicle queues exceed the existing or planned length of a turn pocket. The proposed project introduces a design feature that substantially increases safety hazards.
Signalized Intersection Traffic Control	Addition of project traffic causes a signalized intersection to 1) drop more than one level overall or at the worst individual approach delay if it is at LOS A, B, or C or 2) drop at all overall or at the worst individual approach delay if it is at LOS D or below.
Unsignalized Intersection Traffic Control	Addition of project traffic causes an all-way stop-controlled or side street stop-controlled intersection to 1) operate at LOS E or F overall or the worst-case movement, and 2) meets the Caltrans signal warrant criteria.
General Plan Consistency	Evaluate the project against mobility, safety, and other related goals, policies, and actions set forth in the latest General Plan.
Other Subject Areas	Consider other areas on a case-by-case basis (e.g., construction impacts, queuing between closely spaced intersections, emergency access, special event traffic, etc.).
Requirements for Other Jurisdictions	The project exceeds established deficiency thresholds for transportation facilities and services under the jurisdiction of other agencies.

5.10 CMP Deficiency Criteria

To determine consistency with the CMP, off-site intersection analysis may be needed and should be applied according to the latest *VTA TIA Guidelines*.

5.11 Mitigation Improvements

All project deficiencies should be addressed consistent with the policies of the latest General Plan Mobility Element. Under these circumstances, the applicant should meet with Town staff to identify transportation improvements that address the deficiencies. **Table 6** shows example types of improvements to address transportation deficiencies.

Potential improvements may require a more detailed review, often including traffic operations, to demonstrate how they address a specific deficiency.

Selected improvements should be identified whether they will be implemented under Existing Conditions, Background Conditions, or Cumulative Conditions. Background Conditions generally reflect conditions at the time of full occupancy of a project.

If a transportation improvement is selected to address a deficiency, it should include a description of the benefit to traffic reduction generated by a proposed development and how the improvement contributes to the multimodal transportation system in Los Gatos. In addition, all transportation improvements need to consider whether they have secondary effects to VMT [i.e., whether the improvement is VMT inducing per guidance in the OPR *Technical Advisory* (December 2018, Pages 20-21)].

The improvement shall not unreasonably degrade bicycle, pedestrian or transit access, and circulation. If a project proposes improvements in response to auto LOS deficiency involving a change to existing roadway or intersection geometry, or changes to signal operations, the TA shall analyze and disclose secondary effects on other modes, i.e., whether the mitigation would affect pedestrian or bicycle conditions or increase transit vehicle delay, per the methodologies in 5.7.

Table 6: Example Improvements

Study Element	Improvement
Project Modifications and Transportation Demand Management	• Alter density or diversity of project uses or integrate affordable housing • Encourage telecommuting and alternative work schedules • Provide ride-sharing programs to encourage carpooling and vanpooling • Provide local shuttle service • Provide employer-sponsored vanpools or shuttles • Provide pedestrian network improvements • Provide traffic calming measures and low-stress bicycle network improvements • Implement car-sharing (e.g., ZipCar) program • Limit parking supply • Unbundle parking costs from property costs • Institute on-street market pricing for parking

Pedestrian and Bicycle Facilities	• Provide for access to, from, and through the development for pedestrians and bicyclists • Construct Class I bicycle paths, Class II bicycle lanes, and other facilities • Provide secure bicycle parking and shower amenities • Reduce travel lanes on a street to install a two-way left-turn lane and Class II bicycle lanes • Add corner bulbouts, reduce curb radii, add pedestrian refuges, or implement other walking-related improvements
Transit Facilities	• Provide bus turnouts, bus shelters, additional bus stops, and park-and-ride lots • Fund increases in transit service
Parking Facilities	• Design parking facilities to allow free-flow access to and from the street • Provide off-street parking per Town standards or recommendations • Implement shared parking among complementary land uses
Traffic Control Modifications	• Provide for yield or stop control • Evaluate unsignalized intersections with substandard LOS for conversion to roundabout intersection control or for signalization • Provide coordination/synchronization of traffic signals along a corridor • Provide turn-lane channelization through raised islands • Restrict selected turning movements
Street Operations Modifications	• Optimize location of access driveway(s) • Provide improvements to traffic signal phasing, or lengthen existing turning pocket • Provide additional through traffic lane(s), right-turn lane(s), and left-turn lane(s) if they do not adversely impact other modes or induce additional vehicle travel • Reduce travel lanes on a street to install a two-way left-turn lane • Address congestion pricing on roads or within a specific area

Appendix A: Transportation Analysis Report Format Outline

Note: Not all sections are required for all projects. The project applicant shall consult with the Town Traffic Engineer to determine the required sections.

1. Introductory Items
    - Front Cover/Title Page
    - Table of Contents, List of Figures, and List of Tables
    - Executive Summary
2. Introduction
    - Project description
    - Project sponsor/contact info
    - Type and size of development
    - Site plan (include proposed driveways, roadways, traffic control, parking facilities, emergency vehicle access, and internal circulation for vehicles, bicyclists, and pedestrians)
    - Location map (include major streets, study intersections, and neighboring zoning and land uses)
    - Scope of transportation analysis
3. Current Conditions
    - Description of existing street system within project site and surrounding area
    - Location and routes of nearest public transit system serving the project
    - Location and routes of nearest pedestrian and bicycle facilities serving the project
    - Vehicle Miles Traveled Assessment
        - Description of baseline VMT estimates (may include site and regional VMT estimates)
    - Intersection Analysis for Site Access and Circulation Evaluation and CMP Evaluation
        - Figure of study intersections with peak hour turning movement counts, lane geometries, and traffic control

- Map of study area showing average daily traffic (ADT) of study roadways
- Table of existing peak hour average vehicle delay and level of service (LOS)

4. Project Trip Generation
   - Table of project generated trip estimate
   - Figure/map of trip distribution (in percent)
5. Project Site Access and Circulation Evaluation
   - Summary of a detailed site review for all modes of travel
   - Mobility deficiency analysis and summary to vehicle, transit, bicycle, and pedestrian facilities (under Project Conditions and Cumulative Conditions)
   - Summary of transportation improvements

CEQA Transportation Analysis Report Section

6. Vehicle Miles Traveled Assessment
   - Summary of project generated VMT under Baseline Conditions
   - Summary of project's effect on VMT under Future Year Cumulative Conditions
   - Identification of significant impacts
   - Discussion of mitigation measures
   - Evaluation of impacts of mitigation measures
7. Other CEQA Requirements
   - Summary of conflicts with a plan, ordinance, or policy addressing the circulation system, including transit, roadways, bicycle lanes, and pedestrian paths. Present mitigation measures, as needed.
   - Evaluation of hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment). Present mitigation measures, as needed.
   - Emergency access evaluation. Present mitigation measures, as needed.

Local Transportation Analysis Report Section

8. Existing with Project Conditions

- Maps of study area with applicable peak hour turning movements (Project Only and Existing with Project Conditions)
- Table of Existing Conditions and Existing with Project Conditions intersection peak hour average vehicle delay and LOS (or other multimodal performance measure)
- Traffic signal and other warrants
- Changes/Deficiencies to bike, pedestrian, and transit networks
- Findings of project deficiencies
- Improvements for project deficiencies (include a map showing physical improvements)
- Scheduling and implementation responsibility of improvements
- Deficiencies of proposed improvements

9. Background Conditions
    - Table of trip generation for approved project(s)
    - Figure and/or table of approved projects trip distribution (in percent)
    - Map of study area with applicable peak hour turning movements (Background Conditions)
    - Table of intersection peak hour average vehicle delay and LOS (or other multimodal performance measure) (including queue lengths, etc)
    - Changes/deficiencies to bike, pedestrian, and transit networks
    - Traffic signal and other warrants
10. Background with Project Conditions
    - Similar content to Existing with Project Conditions
11. Cumulative Conditions and Cumulative with Project Conditions
    - Map of study area with Cumulative Conditions peak hour turning movements
    - Map of study area with Cumulative with Project Conditions peak hour turning movements
    - Table of Cumulative Conditions and Cumulative with Project Conditions intersection peak hour average vehicle delay and LOS (or other multimodal performance measure)
    - Changes/Deficiencies to bike, pedestrian, and transit networks
    - Traffic signal and other warrants
    - Findings of project deficiencies
    - Improvements for project deficiencies (include a map showing physical improvements)
    - Scheduling and implementation responsibility of improvements
    - Deficiencies of proposed improvements

Additional Sections for Transportation Analysis Report

12. Construction Deficiencies
    - Trips due to construction workers
    - Truck trips and truck access routes
13. Phasing Deficiencies (For Large Projects Only)
14. Appendices
    - List of references
    - List of authors
    - Pedestrian, bicycle, and vehicle counts
    - Technical calculations for all analyses

Attachment 2 - Transportation Mitigation Improvements Project List

ID	Project Name	Category	Description	Cost Estimate ($2024)	Estimated Funding from Other Sources	Unfunded Cost or Town Share
1	State Route 17 Corridor Congestion Relief Project [1]	Safety and Capacity Improvements	Modify the SR 17/SR 9 interchange's on- and off-ramps Implement advance transportation technology Install traffic signals control system, traveler information system, and ramp meters	$ 171,600,000	$ 154,440,000	$ 17,160,000
2	Shannon Rd Widening and Safety Improvements	BPMP Priority Projects	Add shoulders and retaining wall between Santa Rosa Drive and Diduca Way.			
3	Union Avenue Widening and Sidewalks	BPMP Priority Projects	Add sidewalks and bike lanes between Blossom Hill Road to Lynne Ave	$ 4,413,397	$ -	$ 4,413,397
4	Traffic Signal Modernization Program	Traffic Signal	Smart Signals Project will modernize and upgrade the Town's traffic signals/communications equipment to provide real-time data for the advanced traffic management and adaptive traffic control systems	$ 30,000,999	$ -	$ 30,000,999
5	Highway 17 Bicycle & Pedestrian Overcrossing	BPMP Priority Projects	Overcrossing of SR-17 south of Blossom Hill Road	$ 30,160,000	$ 4,457,880	$ 25,702,120
6	Kennedy Sidewalk & Bike Lanes	BPMP Priority Projects	Add sidewalks and Class II bicycle lanes from Los Gatos Bld to Englewood Ave	$ 3,389,360	$1,872,990	$ 1,516,370
7	Sidewalk Gap Filling Projects	Other BPMP Projects - New Facilities	Fill gaps in sidewalks, multiple locations on Town-wide circulation network	$ 820,741	$ -	$ 820,741
8	New and Expanded Bicycle and Pedestrian Facilities (Non Priority Projects)	Other BPMP Projects - New Facilities	Construct new bicycle lanes, cycle tracks and multiuse paths	$ 6,284,007	$ -	$ 6,284,007
9	Los Gatos Almaden Road Complete Streets Improvements	Complete Streets (Carryover)	Fill gaps in sidewalks between Peach Blossom Lane and Camino del Cerro	$ 4,413,397		$ 4,413,397
10	Los Gatos Boulevard Multimodal Widening	Complete Streets (Carryover)	Add sidewalks and bicycle lanes between Samaritan Drive and Camino Del Sol	$ 726,960		$ 726,960
11	Parking Program Implementation	Lighting and Signage	Add lighting, signage, and other project elements	$ 416,000		$ 416,000
12	Bicyle and Pedestrian Improvements Program - Safety Improvements	Other BPMP Projects - Bicyclist and Pedestrian Safety	High visibility crosswalks, midblock crossings, pedestrian beacons, and other project elements on Town-wide circulation network	$ 1,060,123	$ -	$ 1,060,123
13	Priority Projects from Bicycle and Pedestrian Master Plan	BPMP Priority Projects	Work towards implement priority projects from BPMP as feasible	$ 96,175,611	$ -	$ 96,175,611
14	Blossom Hill Road/Belgatos Signal	Traffic Signal	New Signal	$ 1,511,120	$ -	$ 1,511,120
15	Los Gatos Blvd/Burton	Traffic Signal	Signal Upgrade	$ 709,280	$ -	$ 709,280
16	University/Andrews Signal	Traffic Signal	Signal Upgrade	$ 1,349,920	$ -	$ 1,349,920
				$ 353,030,916	$ 160,770,870	$ 192,260,046

Attachment 3 - VMT REDUCTION STRATEGIES

For projects that would generate Vehicle Miles Traveled (VMT), one or more VMT reduction strategies shall be required to reduce VMT of the project. Examples of VMT reduction strategies are provided below. The VMT reduction strategies are organized by their relative scale for implementation (i.e., individual site level, Town-wide level, and regional level).

INDIVIDUAL SITE LEVEL

- **Encourage Telecommuting and Alternative Work Schedules:** This strategy relies on effective internet access and speeds to individual project sites/buildings to provide the opportunity for telecommuting. This strategy would reduce commute VMT but also result in a change in VMTfor other travel purposes; thus, this strategy should consider the net change in the Town's project-generated VMT.
- **Provide Ride-Sharing Programs:** This strategy focuses on encouraging carpooling and vanpooling by project site/building tenants.
- **Implement Car-Sharing Program:** This strategy reduces the need to own a vehicle or reducesthe number of vehicles owned by a household by making it convenient to access a shared vehicle for those trips where vehicle use is essential. Examples include programs like ZipCar,Car2Go, and Gig.
- **Provide Employer-Sponsored Vanpool/Shuttle:** This strategy relies on employers purchasing orleasing vans or shuttles, and often subsidizing the cost of at least program administration, if notmore. Vanpools typically service employee's commute to work, while shuttles service nearby transit stations and surrounding commercial centers. Scheduling and rider charges, if any, are within the employer's purview. A supplemental strategy may include facilitating or enhancing the service by improving the shuttle stops and biking/walking paths to the stops.

TOWN-WIDE LEVEL

- **Provide Bicycle and Pedestrian Network Improvements:** This strategy focuses on creating a comprehensive bicycle and pedestrian network within the project and connecting to nearby destinations. Projects in Los Gatos tend to be smaller so the emphasis of this strategy would likely be the construction of network improvements that connect the project site directly to nearby destinations. Alternatively, implementation could occur through an impact fee programor benefit/assessment district based on regional or local plans such as the *Bicycle and Pedestrian Master Plan*.
- **Provide Local Transit or Microtransit Solutions:** This strategy focuses on providing transit solutions that serve the local circulation needs and connections to key regional destinations. The service would connect to transit hubs, schools, commercial centers, and residential areas to improve transit connectivity and address the "first/last mile"

problems. The service may be in the form of a local shuttle, microtransit service using dynamic routing and scheduling, fare subsidies to private transportation network companies (TNCs) or taxi companies, or other service delivery methods. The service may be open to all or target a special population, such as seniors, disabled or students. The implementation of this strategy may require regional or private partnership.

- **Provide Transit Signal Priority:** This strategy would upgrade the Town's traffic signals along transit corridors to provide transit signal priority to improve transit bus travel time.
- **Improve Biking and Walking Paths to Bus Stops and Transit Amenities:** This strategy improves the biking and walking paths to bus stops, enhances amenities at bus stops such as shelters, benches, and ADA accessible loading areas.
- **Provide Traffic Calming Measures:** This strategy combines the California Air Pollution Control Officers Association (CAPCOA) research focused on traffic calming with new research on providing a low-stress bicycle network. Traffic calming creates networks with low vehicle speeds and volumes that are more conducive to walking and bicycling. Building a low-stress bicycle network produces a similar outcome. One potential change in this strategy over time is that ebikes (and e-scooters) could extend the effective range of travel on the bicycle network,which could enhance the effectiveness of this strategy.
- **Limit Parking Supply:** When combined with companion TDM measures, reduced parking supplydiscourages driving by limiting easy and convenient parking options. Implementation of this strategy may require reducing (or removing) minimum parking requirements and allowing developers to use shared parking strategies.
- **Unbundle Parking Costs from Property Cost:** Unbundling separates parking costs from propertycost, for instance by not including a parking space in a residential unit's rent, or by requiring employers to lease each parking space separately from the building owner. This strategy ensures that the user understands that the cost of driving includes parking and can encourage people to use an alternative mode to save money.
- **Implement Market Price Public Parking (On-Street):** This strategy focuses on implementing a pricing strategy for parking by pricing all on-street parking in central business districts, employment centers, and retail centers. Priced parking would encourage "park once" behaviorand may also result in area-wide mode shifts.

REGIONAL LEVEL

- **Increase Density:** This strategy focuses on increasing density of land uses, where allowed by the General Plan and/or Zoning Ordinance, to reduce distances people travel and provide more travel mode options. This strategy also provides a foundation for many other strategies. For example, densification increases transit ridership, which justifies enhanced transit service.
- **Increase Diversity of Urban and Suburban Developments:** This strategy focuses on

inclusion of mixed uses within projects or in consideration of the surrounding area to minimize vehicle travelin terms of both the number of trips and the length of those trips.

- **Increase Transit Accessibility:** This strategy focuses on encouraging the use of transit by locating a project with high density near transit. A project with a residential/commercial center designed around a bus station is referred to as a transit-oriented development (TOD).
- **Integrate Affordable and Below Market Rate Housing:** This strategy provides greater opportunities for lower income families to live closer to job centers since income effectsprobability that a commute will take transit or walk to work.
- **Increase Transit Service Frequency/Speed:** This strategy focuses on improving transit service convenience and travel time competitiveness with driving. Given existing land use density in LosGatos, this strategy may be limited to traditional commuter transit where trips can be pooled at the start and end locations, or it may require new forms of demand-responsive transit service. Note that implementation of this strategy would require regional or local agency implementation, substantial changes to current transit practices, and would not likely be applicable for individual development projects.
- **Implement Area or Cordon Pricing:** This strategy focuses on implementing a cordon (i.e., boundary) pricing scheme, where a cordon is set around a specific area to charge a toll to enterthe area by vehicle. The cordon location is usually the boundary of an area with limited points of access. The cordon toll may be constant, applied during peak periods, or be variable, with higher prices during congestion peak periods. The toll can also be based on a fixed schedule or be dynamic, responding to real-time congestion levels. Note that implementation of this strategy requires alternative modes of travel that are available and reliable, such as high-qualitytransit infrastructure.

Attachment 4 - DEFINITIONS

Land use entitlements shall mean entitlement changes in use requiring discretionary approval by Los Gatos, which include General Plan amendments, specific plans (and related amendments), zoning changes, use permits, planned developments, and tentative subdivision maps.

Land Use Projects or Development shall mean residential or nonresidential improvements on a site.

Existing development shall mean any already existing habitable residential or nonresidential building or projects which rebuild or remodel the existing development without increasing the trips generated. No fee shall be charged for development already existing.

Expansion of use, to determine traffic increases, shall include any increase in the number of living units, gross floor area in a nonresidential development and/or any intensification of use which increases trips generated.

Transportation improvements shall mean those improvements to the transportation facilities and related actions necessary to implement the transportation element of the Town's general plan and any applicable specific plan.

Site shall mean a plot of ground consisting of one (1) or more lots or parcels on which a common improvement is proposed or exists.

Trip generation rate shall mean the number of vehicle trips over a weekday twenty-four-hour period generated by a particular type of land use and shall be expressed in terms of the number of acres or square feet of land for each land use category. The Town Engineer may exercise reasonable discretion to establish recommended trip generation rates for land use categories consisting of groupings of land uses having similar use and functional characteristics. When the trip generation rate is multiplied by the amount of land, the number of trips, both incoming and outgoing, shall be estimated.

Average Daily Trips (ADT) shall mean the total number of trips, both in-bound and out-bound, within a 24-hour weekday period, generated by a particular use or development.
Pass-By Trip: Trips generated by the proposed Project that would be attracted from traffic passing the proposed project site on an adjacent street that contains direct access to the Project.

Peak Hour Trips shall mean vehicle trips, both in-bound and out-bound, occurring during a 60-minute period either during the A.M. Peak (7 A.M. to 9 A.M.) or the P.M. Peak (4 P.M. to 6 P.M.), generated by a particular use or Project.

Specialty Retail. Specialty Retail uses are defined as walk-in and impulse businesses such as juice bars, yogurt shops, coffee shops, donut shops, and similar uses which do not generally serve meals and have limited or no seating. Specialty Retail uses are defined under this policy for purposes of establishing trip generation data and this definition does not provide any land use or zoning guidance.

Use shall mean the purpose for which a site or structure is arranged, designed, intended, constructed, erected, moved, altered or enlarged or for which either a site or a structure is or may be occupied or maintained.

Vehicle Trip End shall mean an incoming or outgoing trip going to or coming from anywhere within the Town or outside the Town.

CEQA shall mean the California Environmental Quality Act. These terms are reserved for definitions per the CEQA Guidelines: significance criteria, significant impact, and mitigation measures.

Local Transportation Analysis shall mean analysis to assess potential mobility deficiencies caused by new developments on the local roadway performance, following the Town's transportation policies. These terms are reserved for Local Transportation Analysis: threshold or performance standard, deficiency, and mitigation improvement.

Vehicle Miles Traveled (VMT) is a metric that accounts for the number of vehicle trips generated times the length or distance of those trips. VMT is an accessibility performance metric that evaluates the changes in land use patterns, regional transportation systems, and other built environment characteristics.

Level of Service (LOS) is a metric that assigns a letter grade to network performance. The typical application is to measure the average amount of delay experienced by vehicle drivers at an intersection during the most congested time of day and assign a report card range from LOS A (fewer than 10 seconds of delay) to LOS F (more than 80 seconds of delay). Vehicle level of service is used to measure vehicle mobility.

TOWN OF LOS GATOS CALIFORNIA

COUNCIL POLICY MANUAL

Small Town Service *Community Stewardship* *Future Focus*

TITLE: Transportation Impact Policy	**POLICY NUMBER**: 1-08
EFFECTIVE DATE: January 4, 1988	**PAGES:** 11
ENABLING ACTIONS: 1991-174; 2014-017, 2016-068; 2017-011	**REVISED DATES**: 8/5/91; 3/24/14; 12/6/16; 3/21/17; 12/07/2021; 09/16/2025
APPROVED:	

PURPOSE

To provide guidance to Town staff and the development community in implementing the provisions of the Town Municipal Code, Chapter 15, Article VII, Traffic Impact Mitigation Fees, and evaluating and mitigating California Environmental Quality Act (CEQA) transportation impacts.

SCOPE

This Policy is applicable to all land use entitlements, land use projects, and transportation improvements Town-wide.

POLICY

I. GENERAL CONDITIONS AND APPLICABILITY

1. Projects that are determined by the Town to generate one or more new net Average Daily Trips (ADT) are subject to this Policy.

2. An Accessory Dwelling Unit (ADU) of less than 750 square feet shall be exempted from the requirements of Transportation Analysis and the Traffic Impact Fees. ADU's of 750 square feet or greater shall be charged proportionately in relation to the square footage of the ADU to the square footage of the primary dwelling unit.~~(~~

~~3. The Town Council may exempt housing developments for very low, low, and moderate income residents (as defined by Town Ordinance, General Plan, or statute) from all or a portion of the traffic impact mitigation fee upon making a finding that the development~~

~~provides a significant community benefit by meeting current needs for affordable housing.~~

~~4.~~3. Attachment 1 - Transportation Analysis (TA) Guidelines establish a process to comprehensively and accurately analyze potential project effects (adverse and beneficial) on transportation facilities and services in the Town of Los Gatos and other jurisdictions. The TA Guidelines serve three primary purposes:

- Provide an evaluation for the California Environmental Quality Act (CEQA) significant impacts and mitigation as a part of the environmental analysis process.
- Evaluate a project's consistency with the Town's General Plan.
- Evaluate a project's consistency with the Santa Clara County Congestion Management Program (CMP).

II. TRANSPORTATION IMPACT FEES

1. All Projects that generate one or more new Average Daily Trips (ADT) as calculated based on the ITE trip generation manual are required to pay Transportation Impact Fees, previously known as Traffic Impact Mitigation Fees.

2. All required Transportation Impact Fees shall be paid in full to the Town in association with and prior to issuance of a building permit, unless otherwise required by law. If no building permit is required, the fee shall be paid in full prior to issuance of a certificate of use and occupancy, or similar entitlement. Unless otherwise required by law, t~~T~~he amount due shall be calculated based on the fee in place as approved by the Town Council by resolution at the time the fee is paid.

3. The per trip amount of the fee shall be as set forth by the Town Council by resolution, pursuant to Town Municipal Code, Chapter 15, Article VII, Traffic Impact Mitigation Fees.

4. Fees shall be calculated by multiplying net new ADT by the per trip amount in place at the time the fees are paid.

5. Credit against Transportation Impact Fees due shall be granted for projects shown on the ~~t~~Town of Los Gatos Transportation Improvements list (Attachment 2) up to the amount of the ~~Estimated Project Cost shown on Attachment 2~~actual reasonable expenditure based on receipts submitted to the Town and as approved by the Town Engineer.~~, Town of Los Gatos Traffic Mitigation Improvements Project List,~~ Credit may be applied ~~fo~~for any listed projects for which the developer, as a condition of approval, is required to either construct at the developer's sole cost or contribute a fixed or percentage amount of funding toward future construction of

the listed improvement. ~~Where construction is fully funded and completed by the developer, said credit shall be equal to the Project Cost as shown in Attachment 2. Where payment is a fixed amount or a percentage of Project Cost, credit shall be equal to the actual amount due, whether the project is constructed by the developer or others.~~

6. No credit shall be given for any public right-of-way dedication required for completion of projects not listed on Attachment 2.

7. Credit for existing development shall be determined by trips generated at the site ~~at the time~~within three years of entitlement application to the Community Development Department. Properties not generating trips ~~at the time~~within ~~3~~three years of application will not receive credit. ~~Underutilized property or properties not generating a typical amount of trips for the existing unit type may receive a reduced credit based on actual trips generated.~~ All credits under this section shall be at the discretion of the Town Engineer.

8. ~~A fifty percent (50%) credit will be issued for all h~~Housing units deed restricted for extremely low- and very low-income categories shall pay a fee at 50% of the rate of the fee that would otherwise be required for the unit. Extremely low- and very-low income categories will be as defined by the County of Santa Clara. ~~Prior to issuing any credit on the fee t~~The Community Development Director shall provide verification that the appropriate deed restrictions have been filed before permitting the project to pay the lower fee.

~~7.~~9. ~~Credit will be given on a case-by-case basis and shall not exceed the impact fee payable. Any request for credit shall be made prior to the payment of the Transportation Impact Fees.~~ No credit shall be given for installation of Town-standard frontage improvements, Project access improvements, or internal circulation improvements.

~~8.~~10. Credit shall only be granted for payment of costs or construction of projects listed in Attachment 2, unless otherwise approved by the Town Council.

III. VEHICLE MILES TRAVEL~~L~~ED ("VMT") MITIGATION MEASURES

1. To mitigate VMT environmental impacts, the project shall be conditioned for implementation of mitigation measures in the following categories:

- Modify the project's built environment characteristics to reduce VMT generated by the project;

- Implement transportation Demand Management (TDM) measures to reduce VMT generated by the project; and/or
- Participate in a VMT fee program and/or VMT mitigation exchange/banking program (if they exist) to reduce VMT from the project or other land uses to achieve acceptable levels.

2. The Town is taking a Townwide approach for VMT impact mitigation. Attachment 3, VMT Reduction Actions for the Town of Los Gatos, provides a framework for mitigating VMT in the Town.

APPROVED AS TO FORM:

~~Robert Schultz~~Gabrielle Whelan, Town Attorney

Town of Los Gatos
Transportation Analysis Guidelines

Table of Contents

1. Introduction 1
1.1 Intent of TA Guidelines 1
1.2 Environmental Evaluation 2
1.3 Project Types 2
1.4 CEQA and Non-CEQA Terminology 3
2. Determining the Level of Transportation Analysis 3
2.1 CEQA Relief for Projects Consistent with General Plan or Zoning 4
2.2 CMP Consistency Screening 4
2.3 Recommended Process and Documentation 4
2.4 Contact with Appropriate Town Staff 4
2.5 Consultation with Other Jurisdictions 5
2.6 Project Trip Generation and Trip Reductions 5
2.6.1 Vehicle Trips 6
2.6.2 Person Trips 6
2.6.3 Establishing Trip Generation Rates for an Unspecified Use 6
2.6.4 Credit for Existing Trips – Local Analysis 6
2.6.4 Credit for Existing Trips – VMT Analysis 7
2.7 Vehicle Miles Traveled Methods 7
3. Transportation Analysis (CEQA) for Land Use Projects 8
3.1 VMT Analysis Methods 8
3.1.1 Regional Transportation Plan/Sustainable Communities Strategy and General Plan Consistency ...9
3.1.2 VMT Assessment 9
3.2 VMT Significance Thresholds 11
3.3 VMT Mitigation Measures 11
4. Transportation Analysis (CEQA) for Transportation Projects 12
5. Transportation Analysis per the Town's Transportation Policies 13

5.1 Study Area 13
5.2 Key Study Elements 13
5.3 Data Collection 14
5.4 Project Site Access and Circulation Review 16
5.5 Analysis Scenarios 16
5.6 Analysis Time Periods 17
5.7 Multimodal Analysis Methods 18
5.8 Traffic Operations Analysis 19
5.9 Mobility Deficiency Criteria 19
5.10 CMP Deficiency Criteria 20
5.11 Mitigation Improvements 21

1. Introduction

Transportation Analysis (TA) Guidelines are routinely established by jurisdictions to assess potential transportation effects of proposed projects on the local transportation system. These guidelines are intended to provide a clear and consistent technical approach to evaluating both land use and transportation infrastructure projects within Los Gatos.

These guidelines establish a process to comprehensively and accurately analyze potential project effects (adverse and beneficial) on transportation facilities and services in the Town of Los Gatos and other jurisdictions. This information is essential for decision-makers and the public when evaluating land use development and transportation infrastructure projects. These TA Guidelines serve three primary purposes:

- Provide an evaluation for the California Environmental Quality Act (CEQA) significant impacts and mitigation as a part of the environmental analysis process.
- Guide the Local Transportation Analysis in evaluating a project's consistency with the Town's General Plan Mobility Goals.
- Evaluate a project's consistency with the Santa Clara County Congestion Management Program (CMP).

1.1 Intent of TA Guidelines

The Town of Los Gatos General Plan 2040 seeks to "provide a well-connected transportation system that enables safe access for all transportation modes, including pedestrians, bicyclists, motorists, and transit riders of all ages and abilities." The TA Guidelines support this goal by evaluating new projects against the policies of the latest General Plan.

For CEQA-based environmental analysis, these TA Guidelines incorporate the use of vehicle miles traveled (VMT) to disclose the effects of the project on the surrounding environment. Town staff completed an SB 743[1] implementation process, which included the preparation of the *SB 743 Implementation for the Town of Los Gatos* (July 2020) document package. The document package provides detailed technical information pertaining to the options and data considered by the Town of Los Gatos to implement VMT as an impact criterion.

The TA Guidelines present the Town's approach for determining the need for a transportation analysis, its content, and identifying acceptable transportation improvements for land use and transportation projects proposed within Los Gatos. The TA Guidelines establish a transportation analysis protocol for the following:

[1] Senate Bill 743 (SB 743) changed some of the transportation significance criteria under the California Environmental Quality Act (CEQA) CEQA. Specifically, vehicle level of service (LOS) is no longer used as a determinant of significant environmental impacts, and a vehicle miles traveled (VMT) analysis is required.

[1]

- Environmental analysis
- General Plan consistency
- Congestion Management Program (CMP) evaluation
- Mobility deficiency criteria and thresholds
- Guidance on acceptable transportation improvements

Town staff will review transportation studies and reports based on the process presented in the TA Guidelines. However, each project is unique, and the TA Guidelines are not intended to be prescriptive beyond practical limits. Not all criteria and analyses described in the TA Guidelines will apply to every project. Early and consistent communication with Town staff is encouraged to confirm the type and level of analysis required for each study.

1.2 Environmental Evaluation

The TA Guidelines outline the methods and thresholds with which to evaluate projects consistent with the latest *CEQA Statue & Guidelines*.

The latest *CEQA Statue & Guidelines* include revised Appendix G Checklist questions for transportation impact evaluation. The four questions are as follows:

Would the project:

a) Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?

b) Would the project conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?

c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

d) Result in inadequate emergency access?

1.3 Project Types

A TA is prepared for a project before a discretionary action is taken. The following types of projects, which involve development activity or infrastructure changes in and around the Town of Los Gatos and affect the adjacent transportation system, should be evaluated for TA requirements.

- **Land use entitlements** or changes in use requiring discretionary approval by Los Gatos, which include General Plan amendments, specific plans (and related amendments), zoning changes, use permits, planned developments, and tentative subdivision maps; or any modifications of use that would generate 20 or more new Peak Hour (vehicle) Trips or at the discretion of the Town's Traffic Engineer
- **Land use activity** advanced by agencies other than Los Gatos that is subject to jurisdictional review under state and federal law, such as school districts, Santa Clara Valley Transportation Authority (VTA) Board of Directors, and others; or advanced within Los Gatos by agencies other than the

Town and inconsistent with the Town's General Plan.

- **Transportation infrastructure modification or expansion**, including capital improvement projects on Town roads, county roads, and state highways that may impact Town facilities and services.

1.4 CEQA and Non-CEQA Terminology

To distinguish the CEQA analysis from the non-CEQA analysis (i.e., the local transportation analysis) the analyses apply different terminologies as summarized below in **Table 1**.

Table 1: Comparison of Select CEQA and Non-CEQA Terms

CEQA Term	Non-CEQA Term
CEQA Transportation Analysis	Local Transportation Analysis
Significance criteria	Threshold or performance standard
Significant impact	Deficiency
Mitigation measure	Mitigation improvement
Baseline Conditions	Existing Conditions and Background Conditions
Future Year Cumulative Conditions	Cumulative Conditions

2. Determining the Level of Transportation Analysis

Unless explicitly waived by the Town, a TA may be required when any one of the following conditions is met.

- A project has the potential to create a significant transportation environmental impact under CEQA.
- A project has the potential to generate daily vehicle miles traveled greater than the Town's General Plan future year VMT projections.
- For local transportation analysis, a project has the potential to generate 20 or more new Peak Hour (vehicle) Trips.
- A project that is not consistent with the development density established by existing zoning, community plan, or general plan policies for which an environmental impact report (EIR) was certified, per *CEQA Statue & Guidelines Section 15183*.
- A project will alter physical or operational conditions on a Town pedestrian facility, bicycle facility, transit facility or service, or other transportation facility.
- An Accessory Dwelling Unit (ADU) of 750 square feet or smaller shall be exempted from the requirements of Transportation Analysis and the Transportation Impact Fees.

In general, a TA is applicable for two to five years. After two or more years of inactivity, a TA may need to be updated to reflect changes in the study environment, including traffic growth and other circulation issues.

Nothing in the Transportation Impact Policy shall prohibit or restrict a Project applicant from completing a local transportation study for a Project anticipated to generate less than 20 new Peak Hour trips.

2.1 CEQA Relief for Projects Consistent with General Plan or Zoning

Per *CEQA Statue & Guidelines Section 15183,* projects consistent with a general plan, zoning action, specific plan, and certified environmental impact report (EIR) would not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects. Additionally, projects consistent with a general plan, zoning action, or specific plan where cumulative impact(s) were adequately addressed in a prior EIR would not require further CEQA transportation analysis. As noted below, projects consistent with the Town's General Plan, as determined by the Community Development Director, will not be required to do any VMT Analysis since the Town is taking a Townwide approach for VMT impact mitigation.

2.2 CMP Consistency Screening

Projects should reference the most recent *VTA Transportation Impact Analysis (TIA) Guidelines* to determine the need for a transportation impact analysis. In most cases, projects that generate fewer than 100 net new peak hour vehicle trips are not required to conduct VTA's CMP transportation analysis.

2.3 Recommended Process and Documentation

In coordination with Town staff, the project applicant shall retain a transportation professional to conduct the TA. The transportation consultant should seek Town acceptance of the scope of work before initiating the analysis. In some cases, review by other affected jurisdictions will be required. **Appendix A: Transportation Analysis Report Format Outline** contains a recommended outline for the TA document.

Each TA will begin by preparing a scope of work that describes the project description, site location, analysis methods, area-wide assumption, study elements, study time periods, and traffic data collection methods. To finalize a TA scope of work for the local transportation analysis, the project applicant will provide an estimate of the project trip generation and trip distribution . These estimates and scope of work should be shared with Town staff to finalize the scope of services. Overall, the TA report will address: 1) environmental analysis, 2) project site access and circulation, and 3) other transportation impacts and traffic deficiencies.

2.4 Contact with Appropriate Town Staff

To minimize the potential for delays in project processing, it is important for the TA to be prepared in coordination with Town staff. Timely coordination will also ensure that potential transportation improvements and environmental consequences are considered as early as possible in the planning process, as deficiencies and corresponding improvement costs can have a substantial effect on project costs. Coordination should include the following:

- A pre-application meeting, which will include a discussion of the TA requirements.
- Development of an approved scope of work, which includes trip generation, study area, analysis scenarios and parameters, data requirements, and provisions for pedestrians, bicyclists, and transit users.
- Approval of the project trip generation (person and vehicle) and trip distribution.
- Review of all assumptions and the results of Existing Conditions analysis.
- Review of the administrative draft report, with adequate time for comments.
- Review of a draft report, with adequate time for comments.

If the TA report information will be incorporated into the transportation and circulation section of an environmental document (e.g., Initial Study, Mitigated Negative Declaration, or Environmental Impact Report), the format of this report may need to be discussed with the environmental consultant, a peer reviewer, and/or Town staff. Upon circulation of the draft environmental document, the format of the final TA report may need to be discussed with the environmental consultant.

2.5 Consultation with Other Jurisdictions

If the study area overlaps with other jurisdictions, staff from other jurisdictions must be consulted to verify study locations, the impact significance criteria, and to consider any current development applications. Section 15086 of the *CEQA Statue & Guidelines*[22] shall be followed as the basis for satisfying consultation requirements. In most cases, overlap will occur for roadway system analysis, but may also include impact analysis of active transportation modes (bicycling and walking), as well as transit system facilities and services.

2.6 Project Trip Generation and Trip Reductions

Person and vehicle trip generation rates are a way to estimate the number of expected pedestrian, bicycle, transit, and vehicle trips that a proposed development will generate. These rates establish the basis of analysis for a proposed project and its effects on the transportation network. Person trip generation should be reported for walking, bicycle, and pedestrian trips, and vehicle trip generation should be reported for single-occupant, and carpool.

Methodologies to estimate project trip generation and trip reductions shall be prepared consistent with the latest *VTA TIA Guidelines*, with the exceptions described in this document.

[2] *California Environmental Quality Act Statute & Guidelines, 2020.*

2.6.1 Vehicle Trips

Consistent with the *VTA TIA Guidelines*, pass-by trips shall not be considered in calculating the 20 new Peak Hour Trip threshold that triggers the requirement for conducting a comprehensive local transportation analysis report.

The Institute of Traffic Engineers (ITE) *Trip Generation Manual* trip generation rates for Specialty Retail Center shall apply to all Specialty Retail.

Uses within the Central Business District (C-2 Zone} are expected to change periodically as part of the natural business cycle. For the purpose of Transportation Impact Fees, changes in use without changes in net building square footage within the C-2 Zone shall not be considered to create a traffic deficiency, shall be exempt from this policy, and no fees shall be charged for a change in use. Any increases in building square footage shall pay impact fees at the ITE Shopping Center rate or comparable equivalent rate for the expanded area, as determined by the Town Traffic Engineer.

The Town reserves the right to require the project sponsor to conduct local trip generation surveys for select projects, depending on land use and conditions in the field.

2.6.2 Person Trips

Person trip generation rates should be developed from empirical studies, person travel survey data, or conversion of vehicle trip rates to person trip rates using a vehicle occupancy factor. In addition, person trip generation by mode may be derived using an approved analysis tool that incorporates data from local trip generation surveys or published trip generation rate data.

2.6.3 Establishing Trip Generation Rates for an Unspecified Use

For projects where the ultimate land use is not certain (for example, a large subdivision of flexible commercial-industrial parcels), there are two options for establishing the trip generation rates.

- Option 1: Town staff will recommend the use of the highest traffic intensity among all permitted uses to establish traffic deficiencies.
- Option 2: Estimates can be made using a lower traffic intensity use if the Town and developer establish a maximum trip allowance. Once a proposed land use has been identified, then: 1) the subdivision trip generation allowance must be monitored by the Town as development occurs; and 2) the TA report may need to be updated.

2.6.4 Credit for Existing Trips – Local Analysis

The estimate of new trips generated by the proposed development project may include credit for trips associated with existing uses on the site. Uses are considered as existing if they are actively present on the project site at the time that data is gathered for the transportation impact analysis. Similarly, if a

planned (but not constructed) use was already permitted for the site and an improvement(s) was identified and funded, the new TA only needs to assess the effects of additional trips above and beyond the trips for the permitted use. Additionally, certain commercial land uses attract vehicle traffic that currently exists on the roadway, rather than generating new trips.

Understanding there are permitted reductions that may be taken under the circumstances listed above, the Town requires that any reductions in project vehicle trip generation are applied according to the latest *VTA TIA Guidelines*.

In calculating new Peak Hour Trips for purposes of determining whether or not a TA report is required pursuant to this Policy, trip credit shall be granted for an existing use or the most recent former use.

In calculating new Average Daily Trips for purposes of determining the amount of the Transportation Impact Mitigation Fee due, trip credit shall be granted for an existing use or the most recent former use.

Where the property is vacant, the most recent former use shall be used.

Where a portion of the space is changing use, credit will apply to the proportionate square footage of the space under review.

Where the change in use results in fewer trips than the existing or former use, no credit or refund will be due the applicant.

2.6.4 Credit for Existing Trips – VMT Analysis

For the evaluation of vehicle miles of travel, VMT credit for the prior use depends on how the project changes the baseline condition, if the project sponsor had ownership and control of the previous land use, and the reason for stopping the previous land use. Baseline conditions are typically defined at the beginning of an environmental analysis and a CEQA analysis needs to isolate the effects of the project to clearly define the project's effect on the baseline condition. To receive VMT credit, the project sponsor needs to demonstrate continuous ownership of site, with on-site occupancy paused only due to the redevelopment activity and not because of some economic or other condition outside the control of the project sponsor. However, this credit should only be applied to total project generated VMT and should not be included when calculating a VMT rate.

2.7 Vehicle Miles Traveled Methods

As noted, projects consistent with the Town's General Plan, as determined by the Community Development Director, will not be required to do any VMT Analysis since the Town is taking a Townwide approach for VMT impact mitigation. Although the calculation of VMT is simply the number of cars multiplied by the distance traveled by each car, VMT performance measures can be reported differently. At a minimum, the VMT analysis for Los Gatos will be prepared for two purposes:

- Greenhouse gas and air quality analysis using project generated VMT on a VMT per service population basis (residents + employment).
- Environmental evaluation by land use and/or transportation project.

The project generated VMT from new population and employment growth and the boundary (total) VMT for a specific geographic area will be prepared using the latest Santa Clara Valley Transportation Authority (VTA)-City/County Association of Governments of San Mateo County (C/CAG) Bi-County Model ("VTA Travel Model"). Because emissions rates vary by vehicle speed, the project generated VMT and total VMT should be disaggregated by speed bin (typically in five mile an hour increments of speed from 0 to ~80 miles per hour) to allow different emissions factors to be applied at different speeds, which allows for the preparation of a more refined emissions analysis.

3. Transportation Analysis (CEQA) for Land Use Projects

For an environmental analysis, these TA Guidelines incorporate the use of vehicle miles traveled (VMT) to disclose the effects of the project on the environment. Town staff completed an SB 743 implementation process, which included the preparation of the *SB 743 Implementation for the Town of Los Gatos* (July 2020) document package. The document package provides detailed technical information pertaining to the options and data considered by the Town of Los Gatos to implement VMT as an impact criterion.

At its November 17, 2020 meeting, the Town Council adopted Resolution 2020-045, Designating the Use of Vehicle Miles Traveled as the Metric for Conducting Transportation Analyses Pursuant to the California Environmental Quality Act and Establishing the Thresholds of Significance to Comply with California Senate Bill 743.

The *CEQA Statue & Guidelines* allow exemptions to projects meeting certain criteria. Project applicant may review the exemptions before preparing CEQA analysis for projects.

Based on the Town's implementation of SB 743, the following methods should be used to determine VMT impact thresholds and mitigation requirements for land use projects.

3.1 VMT Analysis Methods

The Town elected to conduct a complete VMT analysis consistent with the General Plan future year VMT projections based on long-term expectations for air quality and GHG expectations as part of its General Plan EIR, so that it could make specific use of *CEQA Statue & Guidelines* Section 15183 to streamline project-specific CEQA analysis that is consistent with its General Plan and other Town documents. For the Town of Los Gatos, addressing transportation VMT impacts in the Town General Plan EIR is a useful way of understanding VMT impacts and how VMT reduction should be balanced against other community values related to the environment, social justice, and the community. By conducting a Town-wide VMT impact analysis, the Town is able to develop a program-based VMT mitigation approach. The concept of a 'program' approach to impact mitigation is commonly used in a variety of technical subjects, including

transportation, air quality, GHG, and habitat. Absent a new program-level VMT mitigation approach, there are limited feasible mitigation options for project sites, and as a result limited ability to reduce VMT. Also, practically speaking, without feasible mitigation, significant VMT impacts would be significant and unavoidable (SAU). Under these circumstances, a project must prepare an EIR, thus adding time and cost to environmental review compared to an initial study/negative declaration (IS/ND) that relies on streamlining offered in the *CEQA Statue & Guidelines.*

Should a project not be consistent with the General Plan, as determined by the Community Development Director, or for some other reason unable to benefit from streamlined CEQA review under *CEQA Statue & Guidelines* Section 15183, the following sections provide details on how to conduct a complete VMT analysis for land use plans and projects in the Town of Los Gatos.

3.1.1 Regional Transportation Plan/Sustainable Communities Strategy and General Plan Consistency

The first step in assessing project impacts is to determine if the project land use is contained within the Town of Los Gatos residential and non-residential land use allocations in the current Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), and if the project is consistent with the latest General Plan. If the project is not consistent with the RTP/SCS and/or the latest General Plan, amendments to those documents or the project would be needed prior to proceeding with the project review.

3.1.2 VMT Assessment

Projects not consistent with the current RTP/SCS or the latest General Plan are required to complete a VMT analysis using the VTA Travel Model to determine if there would be a significant VMT impact. The tools and methodology of the VMT analysis shall be approved by PPW Director (or Traffic Engineer). The impact analysis includes two types of VMT:

1. **Total Project Generated VMT** – Daily VMT of all vehicle trips, vehicle types, and trip purposes for all project land uses, presented as a total project generated VMT.
2. **Project's Effect on VMT within the Town of Los Gatos**. VMT that occurs within the Town of Los Gatos by any type of vehicle. This captures all on-road vehicle travel on a roadway network for any purpose, and includes local trips as well as trips that pass through the area without stopping.

If the land use control totals increase between the without and with project conditions in the travel model, these VMT metrics will need to be expressed on a per service population (residents, employees, and other populations generating the VMT) basis to understand the effects of the project between scenarios.

The types of VMT analysis are evaluated for the following scenarios:

- **Baseline Conditions** – Conditions in the baseline year for the CEQA analysis, which is most often chosen as the time of notice of preparation (NOP) of an environmental document, but may be chosen as the baseline year of the VTA Travel Model, if land use and transportation network conditions can be considered largely unchanged between the model baseline year and the date of the NOP. For compliance with the *CEQA Statute & Guidelines* Section 15125(a), the transportation impact analysis must include a description of the physical environmental conditions near the project, as they exist at the time the NOP is published, or if no NOP is published, at the time environmental analysis is commenced, from both a local and regional perspective. Baseline VMT estimates will be prepared using the most recent base year VTA Travel Model.
- **Baseline with Project Conditions** – The project land use is added to the project Transportation Analysis Zone (TAZ), or a separate TAZ may be created to contain the project land uses. A full model run is performed and VMT changes (by metric of choice) are isolated for the project TAZ and across the full model network. The model output must include reasonableness checks of the production and attraction balancing to ensure the project effect is accurately captured. If this scenario results in a less-than- significant impact, then additional cumulative scenario analysis may not be required.
- **Future Year Cumulative Conditions** – Conditions requiring an RTP/SCS and/or General Plan amendment are also required to evaluate the project effect on VMT under Future Year Cumulative Conditions. This scenario buildout of the region's land use and transportation system also provides the long-range view of future travel patterns. Future Year Cumulative Conditions VMT estimates should be based on the horizon year of the most recent VTA Travel Model, ensuring the model does not already contain the land uses or transportation improvements associated with the project.
- **Future Year Cumulative with Project Conditions** – The project land use is added to the project TAZ, or a separate TAZ is created to contain the project land uses. The addition of project land uses may be accompanied by a reallocation of a similar amount of land use from other TAZs throughout the model area (focusing on Santa Clara County), especially if the proposed project is significant in size such that it would potentially reduce the potential for development throughout the rest of the model area. Land use projects will generally not change the Future Year Cumulative Conditions control totals for population and employment growth within the model area. Instead, they will influence the land use supply through changes in General Plan land use designations and zoning. If project land uses are simply added to the Future Year Cumulative Conditions scenario, then the analysis should reflect this limitation in the methods and acknowledge that the analysis may overestimate the project's effect on VMT. A full model run is performed and VMT changes (by metric of choice) would be isolated for the project TAZ and across the full model network. The model output must include reasonableness checks of the production and attraction balancing to ensure the project effect is accurately captured.

The model output should include the two VMT metrics listed earlier: 1) total project generated VMT, and 2) project's effect on VMT using the total boundary VMT. Emissions vary by speed bin; disaggregating VMT by speed bin allows different emissions factors to be applied at different speeds, which allows for the preparation of a more refined emissions analysis. The total boundary VMT is needed as an input for air quality, greenhouse gas (GHG), and energy impact analysis, while the project generated VMT metrics are

used for the transportation impact analysis.

Both "with project" scenarios noted above will summarize the two types of VMT and be compared to the without project condition.

Project generated VMT should be extracted from the VTA Travel Model by combining either the origin-destination (for total VMT) or production-attraction (for the other metrics) trip matrices and congested skims (travel distances for each origin-destination pair in the travel mode) from final assignment. The VMT should be adjusted to reflect trips that extend beyond the model boundary. The project's effect on VMT should be estimated using the Town limit boundary and extracting the total link-level VMT for both the without and with project conditions. Additional VMT metric specifications may be found in the *SB 743 Implementation for the Town of Los Gatos* (July 2020) document package.

If a project is mixed-use (i.e., composed of both residential and retail/office uses), project generated VMT should be extracted for both the total VMT and VMT per service population (residents and employees).

3.2 VMT Significance Thresholds

The Town Council adopted Resolution 2020-045, Designating the Use of Vehicle Miles Traveled as the Metric for Conducting Transportation Analyses Pursuant to the California Environmental Quality Act and Establishing the Thresholds of Significance to Comply with California Senate Bill 743. The thresholds balance the Town's priorities with respect to competing objectives, including Los Gatos's geographic and transportation context, greenhouse gas reduction goals, interest in achieving the state's greenhouse gas reduction goals, and the latest General Plan goals and policies related to land use mix, economic development, and housing provision.

VMT analyses shall evaluate a project's VMT impacts based on the thresholds established in the latest Council-adopted resolution.

3.3 VMT Mitigation Measures

To mitigate VMT impacts, the project shall be conditioned for implementation of mitigation measures in the following categories:

1. Modify the project's built environment characteristics to reduce VMT generated by the project;
2. Implement transportation Demand Management (TDM) measures to reduce VMT generated by the project; and/or
3. Participate in a VMT fee program and/or VMT mitigation exchange/banking program (if they exist) to reduce VMT from the project or other land uses to achieve acceptable levels.

The Town is in the process of updating the General Plan and the Draft Environmental Impact Report (DEIR) for the 2040 General Plan was released for public review in July 2021. The 2040 General Plan DEIR identifies significant but unavoidable transportation impacts and the mitigation measures. The Town is taking a Town-wide approach for VMT impact mitigation.

Attachment 3, VMT Reduction Actions for the Town of Los Gatos, provides a framework for mitigating VMT in the Town. Attachment 2, Transportation Mitigation Improvements Project List, has many improvements that are consistent with the VMT Reduction Strategies.

Evaluation of VMT reductions should be conducted using state-of-the-practice methods, recognizing that many of the TDM strategies are dependent on building occupant performance over time. As such, actual VMT reduction cannot be reliably predicted, and monitoring may be necessary to gauge performance related to mitigation expectations.

4. Transportation Analysis (CEQA) for Transportation Projects

Transportation Analysis for transportation projects shall follow the latest CEQA Guidelines and related technical advisories from the Governor's Office of Planning and Research (OPR).

The Thresholds of Significance for all transportation projects are established in the latest Council-adopted resolution.

Transportation projects that reduce, or have no impact on, vehicle miles traveled should be presumed to cause a less than significant transportation impact.

In 2020 Caltrans adopted its guidance under SB 743. The department's *Transportation Analysis Framework* and *Transportation Analysis for CEQA* provide guidance for assessing induced travel impacts from prospective projects on the State Highway System. CEQA analysis for proposed transportation projects on the State Highway System should also follow Caltrans guidance.

5. Transportation Analysis per the Town's Transportation Policies

The contents and extent of a local transportation analysis per the Town's General Plan depend on the location and size of the proposed development, the prevailing transportation conditions in the surrounding area, and questions from decision-makers and the public. The Town is committed to a well-connected transportation system that enables safe access for all modes of travel. The methods presented in this chapter include robust data collection and analysis techniques for pedestrian, bicycle, and transit networks, in addition to vehicle circulation.

The local transportation analysis shall be prepared consistent with the latest VTA TIA Guidelines, with the exceptions described in this document.

5.1 Study Area

The study area is determined by evaluating the project location and how it may affect all transportation modes and facilities. It is not simply a map showing where the project is located. Rather, the study area is the area of influence of a project. Each local transportation analysis will consider the adjacent transportation system for site access and circulation of land development projects and street modifications for transportation projects. To properly assess the site access, the Town may require off-site intersection analysis and/or other multimodal analysis.

The study area may include the nearest CMP facility to evaluate the proposed project's conformity with the CMP facilities.

Applicants should consult with Town staff early regarding the need for a local transportation analysis based on local or site-specific issues, especially those related to pedestrians, bicyclists, and transit users.

5.2 Key Study Elements

The extent and complexity of a local transportation analysis will vary on the project attributes. **Table 2** summarizes the basic requirements for a local transportation analysis for every project requiring a complete transportation analysis. Specific significance criteria for each of the listed elements are described in further detail in *the Transportation Analysis (CEQA) for Land Use Projects* and *Transportation Analysis (CEQA) for Transportation Projects* sections. To avoid substantial off-site improvements or changes to the project site plan/description after the transportation analysis is completed, a preliminary site plan shall be included for a "fatal flaw" evaluation.

Table 2: Local Transportation Analysis – Evaluation Criteria

Study Element	Evaluation Criteria
General Plan Consistency	Evaluate the project against goals, policies, and actions set forth in the latest General Plan and other applicable Town plans.
Parking	Compare the project parking plan with Town and local specific plan standards and discuss how the proposed supply will affect demand for walking, bicycling, and transit modes. If a mix of land uses is proposed on site, or complements adjacent land uses, justify how the development will make use of shared on-site parking.
On-Site Circulation	Review and evaluate site access locations, turning radii, truck loading areas, emergency access, and other site characteristics with respect to operations and safety for all modes of transportation.
Pedestrian Facilities	Identify any existing or planned pedestrian facilities that may be affected by the project. Document how the project will affect local pedestrian circulation (e.g., disclose how widening a road or adding a driveway will affect pedestrian safety and walking time).

Table 2: Local Transportation Analysis – Evaluation Criteria	
Study Element	**Evaluation Criteria**
Bicycle Facilities	Identify any existing or planned facilities that may be affected by the project.
Transit	Identify any existing or planned transit facilities that may be affected by the project. If appropriate, document how the project improves access to or utilization of transit. For system planning, use crush load as capacity, not seated capacity.
Safety Assessment	Evaluate project trips added to safety enhancement projects within the study area that are proposed as part of other future safety studies by the Town or other agencies.
Trucks (or Other Large Vehicles)	For relevant industrial projects, identify the number of truck trips that will be generated, and design facilities necessary to accommodate these trucks.
Automated Vehicles or Transportation Network Company Pick-up/Drop-Off	For projects where automated vehicles and/or transportation network companies may have a large concentration of pick-up/drop-off, the project site circulation and pick-up/drop-off areas must be reviewed to identify opportunities and constraints of the project site. Modifications to the site circulation and/or pick-up/drop-off may be recommended.
Off-Site Traffic Operations	All roadway facility analysis and Level of Service should be conducted using the latest version of the *Highway Capacity Manual* (HCM).
Intersection Traffic Control	Evaluate unsignalized intersections located within the study area to determine appropriate traffic control. Analysis should include documentation of the appropriateness of a roundabout as an alternative or replacement to a traffic signal.
Other Issues	Consider other issues on a case-by-case basis (e.g., construction deficiencies, queuing between closely spaced intersections, emergency access, special event traffic)
Other Jurisdictional Requirements	In situations where several agencies must approve a development or are responsible for affected roadways, the applicant must contact lead and responsible agencies to determine issues to be addressed, scope of study, etc. In general, the applicant will be responsible for analyzing project impacts against appropriate jurisdictional thresholds; however, the analysis method will be determined by the Town in compliance with CEQA, and the impacts will be mitigated consistent with Town standards.

5.3 Data Collection

Accurate data is essential to achieve a high level of confidence in local transportation analysis results. Existing transportation data shall be collected using the requirements set forth below. Data should be presented on maps or figures where appropriate. To address the specific needs of each project, the extent of data collected shall be at the discretion of Town staff.

- **Pedestrian/Bicycle Facilities** – Document the existing pedestrian and bicycle facilities serving the project site. Elements will include presence and width of sidewalks, curb ramps, crosswalks, or other pedestrian facilities providing access to the nearest attractors of the project site, such as transit stops, neighborhood attractors and/or complimentary land uses, and bicycle facilities (e.g., routes, lanes, or shared-use paths) within a two-mile bicycling distance of the project site. Document barriers, deficiencies, and high pedestrian-demand land uses, including schools, parking, senior housing facilities, and transit stops or centers. The report will note any deficiencies or enhancements planned or recommended in the latest General Plan or future planning documents.
- **Transit Facilities and Ridership** – Document transit lines nearest to the project site, including stop locations, frequency of service, and any capacity issues. It will also describe transit stop amenities (e.g., benches, shelters, etc.).
- **Multimodal Peak-Period Turning Movement Counts** – Turning movement counts, including vehicles, bicycles, and pedestrians, will be collected for each study time period at all study intersections. The following parameters will be followed (fall and spring days while school is in session are preferred):
    - Data collection will cover at least two hours to ensure the peak hour is observed.
    - As applicable, 48-hour machine counts will be used to identify the peak period before conducting other counts or analysis.
    - Traffic volumes should not be influenced by a holiday, weather, construction, or other temporary change.
    - The percent of traffic that consists of heavy trucks will be noted/estimated during data collection.
    - Some projects may require vehicle classification or occupancy counts. Consult with Town staff on a case-by-case basis.
    - Traffic counts that are older than two years at study initiation will not be used without consultation and approval by Town staff. These counts may need to be adjusted to reflect current year traffic volumes.
- **Daily Traffic Counts** – Collect data for all study roadway segments using the parameters described above for peak period turning movement counts, with the exception of bicycle and pedestrian volumes. Daily counts are used to size facilities (e.g., 2-lane vs. 4- lane) and to identify temporal changes in traffic.
- **Roadway Geometry** – Document existing roadway and intersection geometries and lane configurations. Information from aerial photography and street views should be verified based on a site visit(s).
- **Intersection Controls and Signal Timings** – For use in intersection analysis, intersection control types and signal timings and phasing should be based on signal timing sheets (available from Los Gatos or Caltrans) and verified during site visits.
- **Five-Year Collision Data** – Obtain Statewide Integrated Traffic Records System (SWITRS) through the local California Highway Patrol or through the following web site: *www.chp.ca.gov/switrs.*

- **Mode Split** – Summarize daily and peak hour mode split for the study area land uses. Data could include U.S. Census journey-to-work data, empirical surveys, or any other available surveys.

5.4 Project Site Access and Circulation Review

A detailed site plan review is required for all projects. The local transportation analysis should include a review and summary of findings of the following qualitative and quantitative features.

- Consideration of roundabouts are encouraged. Conduct roundabout analysis as required by Town staff.
- Existence of any current traffic problems in the local area, such as a high-collision location, non-standard intersection or roadway, or an intersection in need of a traffic signal or a roundabout.
- Applicability of context-sensitive design practices compatible with adjacent neighborhoods or other areas that may be impacted by the project traffic.
- Proximity of proposed site driveway(s) to other driveways or intersections.
- Adequacy of the project site design to convey all vehicle types.
- Number and type of parking provided, including vehicle and bicycle parking.
- On- and off-street loading requirements.
- Adequacy of on-site vehicle, bicycle, and pedestrian circulation and provision of direct pedestrian paths from residential areas to school sites, public streets to commercial and residential areas, and the project site to nearby transit facilities.

An important aspect of a TA is to provide sufficient information for the Town to determine that a project is consistent with the latest General Plan and other applicable Town policies, plans, and standards. As such, individual projects must be reviewed against relevant policies contained in the latest General Plan or other plans and policies. Applicants should review the full policy statements in the latest General Plan Mobility Element.

If the study area extends into an adjacent jurisdiction, the applicant may be responsible for analyzing project generated operational impacts in these jurisdictions. These include intersection or segment locations in any other jurisdiction, including Caltrans-maintained facilities. The applicant shall refer to current policies in the respective jurisdiction to identify the appropriate significance criteria.

5.5 Analysis Scenarios

The range of scenarios includes Existing Conditions, Background Conditions, and Cumulative Conditions. Projects consistent with the latest General Plan will only be required to complete the Existing and Background conditions analysis; where Existing Conditions looks at the effect of the proposed project on the existing system within the next year or two, Background Conditions typically looks at a longer time frame of about three to five years. Inclusion of all three analysis conditions (e.g., Existing, Background, and Cumulative), would typically occur for large development projects, General Plan amendments, specific plans (and related amendments), with Cumulative Conditions having a time horizon of 10 to 20 years.

The following analysis scenarios will document existing or future conditions, any deficiencies, and identify deficiencies that will result from the addition of the project. Each scenario will include a qualitative description of transportation facilities for all modes (and any planned enhancements), traffic volumes, and a quantitative analysis of intersection LOS. Key study elements are identified in the *Multimodal Analysis Methods* section of this chapter. Details regarding each local transportation analysis scenario are presented below.

- **Existing Conditions** – These conditions are based on recent field observations and recent traffic count data.
- **Existing with Project Conditions** – Traffic volume forecasts for roadway analysis reflecting Existing Conditions with traffic generated by the proposed project. For reuse or conversion projects, this may involve accounting for any existing use of the site that remains or will be removed. It should also qualitatively describe how the project will affect transportation for other modes, including compliance or relation to other Town documents.
- **Background Conditions** – Traffic volume forecasts for roadway segment and intersection analysis should reflect Existing Conditions with growth due to approved development that is expected to be operational before or concurrently with the proposed project. This scenario may not be needed if the study area has limited or no approved developments.
- **Background with Project Conditions** – This scenario represents the Background Conditions with vehicle trips added by the proposed project. It provides decision-makers and the public with a view of conditions with all recently approved development and physical improvements, including the proposed project.
- **Future Year Cumulative Conditions** – This scenario represents transportation conditions for all travel modes in the study area reflecting all approved projects, pending projects, or expected development of other areas of Los Gatos designated for growth under the latest General Plan or specific plan. In most cases, the project site will likely be vacant under this scenario. In some cases, this scenario may need to account for any existing uses on the site that could continue, and potential increases in development allowed by ministerial approvals.
- **Cumulative with Project Conditions** – This scenario represents the cumulative future transportation conditions with anticipated changes to the transportation system and the additions of project trips, and provides the long-range view of future traffic operations.

5.6 Analysis Time Periods

Based on the land use of the proposed project and upon consultation with Town staff, the study shall analyze traffic operations during the peak one hour of the following time periods:

- Weekday morning peak (7:00 – 10:00 AM)
- Weekday evening peak (4:00 – 7:00 PM)

For some projects, the Town may substitute or require additional peak hour analysis for the following time periods as approved or requested by the Town's Traffic Engineer:

- Weekday afternoon peak (2:00 – 4:00 PM)
- Friday evening peak (4:00 – 7:00 PM)
- Weekend midday peak (11:00 AM – 1:00 PM)
- Sunday or holiday evening peak (4:00 – 7:00 PM)

For example, retail commercial projects should evaluate operations for Saturday midday peak hour conditions, in addition to the standard weekday morning and evening peak periods. The determination of study time periods should be made separately for each proposed project, based upon the peaking characteristics of the project generated traffic and peaking characteristics of the adjacent street system and land uses.

5.7 Multimodal Analysis Methods

The report should provide a quantitative and/or qualitative evaluation of the project's potential adverse or beneficial effects on transportation facilities and services related to pedestrians, bicyclists, and transit users.

For some projects, more detailed multimodal analysis may be required. Such analysis shall be decided upon in consultation with Town staff and consider new tools, methods, and performance measures, such as those listed below.

- **Multimodal LOS** – The latest *Highway Capacity Manual* (6th Edition) contains methods for multimodal LOS.
- **Person Delay** – Simulation models can be used to measure system performance in terms of overall person-delay for all modes within a transportation network. This method provides a better decision-making tool for developing improvements to promote efficient movement of people, rather than a particular type of vehicle.
- **Safety Assessment** – Evaluate whether the project adds vehicle trips to a safety improvement identified within the study area. (If a project may affect a Caltrans facility, a safety assessment may be needed for CEQA purposes as well.)
- **Bicycle Level of Stress (LTS)** – Evaluate LTS for all bicycle facilities within a two-mile bicycling distance of the project site. There are several methods for evaluating LTS for bicycle facilities, which generally rely on street widths/number of vehicle lanes, vehicle speeds, daily volumes, and type of bicycle facility to evaluate "low stress" bike networks. The *Low-Stress Bicycling and Network Connectivity* (2012) report and the National Association of City Transportation Officials (NACTO) *Urban Bikeway Design Guide, Second Edition* (2014) contains methods for LTS.
- **Pedestrian Level of Stress (LTS)** – Evaluate LTS for all pedestrian facilities providing access to the nearest attractors (e.g., transit stops, neighborhood attractors and/or complimentary land uses) of the project site. Compared to bicycle LTS, there are parallel methods for calculating pedestrian comfort using best practiced from the NACTO *Urban Street Design Guide* (2013) and pedestrian

safety research. As with bicycle comfort, pedestrian comfort is based on a variety of factors ranging from the quality and presence of sidewalks to the conditions of the adjacent roadway (speed, number of travel lanes, frequency of trucks).

- **Activity Connectedness** – Travel time for each mode (e.g., walking, bicycles, transit, and vehicles) between the project and surrounding land uses can be used to gauge the degree of accessibility for a project. The Town desires to minimize travel time to necessary destinations while minimizing unnecessary vehicle travel. Tools such as geographic information systems or online tools (e.g., Index and Walk Score) can be used to gauge this measure specifically for walking. The main idea is to evaluate activity centers and destinations around projects to ensure that walk times to necessary destinations are minimized and the walking experience is comfortable.

5.8 Traffic Operations Analysis

Traffic operational deficiencies shall be analyzed using standard or state-of-the-practice professional procedures. The main issues related to traffic operations analysis are the method, input data, and assumptions. These three items influence the level of confidence and the associated level of defensibility of the local transportation analysis. For traffic operations, this requires following the procedures and techniques published in the most recent *Highway Capacity Manual* (HCM).

Traffic Operations Analysis should be conducted according to the latest *VTA Traffic Level of Service Guidelines*.

5.9 Mobility Deficiency Criteria

The overall guiding principal of the General Plan 2040 Mobility Element is to, "[p]rovide a well- connected transportation system that enables safe access for all transportation modes, including pedestrians, bicyclists, motorists, and transit riders of all ages and abilities." Los Gatos evaluates each transportation mode to identify deficiencies. Local transportation analyses evaluate intersection operations focused on specific traffic issues such as queuing and safety. A greater emphasis is placed on pedestrian, bicycle, and transit facilities and services, in part to reduce traffic congestion and air quality impacts associated with automobile use. **Table 5** outlines deficiency criteria for each mode. The mobility deficiency criteria can be used to identify conflicts with existing or planned multimodal facilities.

Table 5: Mobility Deficiency Criteria

Study Element	Deficiency Determination
Parking	Project increases off-site parking demand above a level required by the Town Zoning Code and/or desirable by the Town.
On-Site Circulation	Project designs for on-street circulation, access, and parking fail to meet Town standards. Where Town standards are not defined, industry standards [*Highway Design Manual*, *California Manual on Uniform Traffic Control Devices (MUTCD),* etc.] should be referenced, as appropriate.

Table 5: Mobility Deficiency Criteria	
Study Element	**Deficiency Determination**
	Failure to provide adequate accessibility for service and delivery trucks on site, including access to loading areas. Project will result in a hazard or potentially unsafe conditions without improvements.
Pedestrian Facilities	Project fails to provide safe and accessible pedestrian connections between project buildings and adjacent streets, trails, and transit facilities.
Bicycle Facilities	Project disrupts existing or planned bicycle facilities or is otherwise inconsistent with the latest General Plan, Bicycle and Pedestrian Master Plan, or other related plans. Project adds bicycle trips along project frontage to an existing facility that needs improvements per the latest BPMP.
Transit	Project disrupts existing or planned transit facilities and services or conflicts with Town adopted plans, guidelines, policies, or standards.
Heavy Vehicles (Trucks and Buses)	A project fails to provide adequate accommodation of forecasted heavy traffic or temporary construction-related truck traffic consistent with Town or industry standards (*Highway Design Manual*, MUTCD, etc.).
Off-Site Traffic Operations	95th percentile vehicle queues exceed the existing or planned length of a turn pocket. The proposed project introduces a design feature that substantially increases safety hazards.
Signalized Intersection Traffic Control	Addition of project traffic causes a signalized intersection to 1) drop more than one level overall or at the worst individual approach delay if it is at LOS A, B, or C or 2) drop at all overall or at the worst individual approach delay if it is at LOS D or below.
Unsignalized Intersection Traffic Control	Addition of project traffic causes an all-way stop-controlled or side street stop-controlled intersection to 1) operate at LOS E or F overall or the worst-case movement, and 2) meets the Caltrans signal warrant criteria.
General Plan Consistency	Evaluate the project against mobility, safety, and other related goals, policies, and actions set forth in the latest General Plan.
Other Subject Areas	Consider other areas on a case-by-case basis (e.g., construction impacts, queuing between closely spaced intersections, emergency access, special event traffic, etc.).
Requirements for Other Jurisdictions	The project exceeds established deficiency thresholds for transportation facilities and services under the jurisdiction of other agencies.

5.10 CMP Deficiency Criteria

To determine consistency with the CMP, off-site intersection analysis may be needed and should be applied according to the latest *VTA TIA Guidelines*.

5.11 Mitigation Improvements

All project deficiencies should be addressed consistent with the policies of the latest General Plan Mobility Element. Under these circumstances, the applicant should meet with Town staff to identify transportation improvements that address the deficiencies. **Table 6** shows example types of improvements to address transportation deficiencies.

Potential improvements may require a more detailed review, often including traffic operations, to demonstrate how they address a specific deficiency.

Selected improvements should be identified whether they will be implemented under Existing Conditions, Background Conditions, or Cumulative Conditions. Background Conditions generally reflect conditions at the time of full occupancy of a project.

If a transportation improvement is selected to address a deficiency, it should include a description of the benefit to traffic reduction generated by a proposed development and how the improvement contributes to the multimodal transportation system in Los Gatos. In addition, all transportation improvements need to consider whether they have secondary effects to VMT [i.e., whether the improvement is VMT inducing per guidance in the OPR *Technical Advisory* (December 2018, Pages 20-21)].

The improvement shall not unreasonably degrade bicycle, pedestrian or transit access, and circulation. If a project proposes improvements in response to auto LOS deficiency involving a change to existing roadway or intersection geometry, or changes to signal operations, the TA shall analyze and disclose secondary effects on other modes, i.e., whether the mitigation would affect pedestrian or bicycle conditions or increase transit vehicle delay, per the methodologies in 5.7.

Table 6: Example Improvements

Study Element	Improvement
Project Modifications and Transportation Demand Management	• Alter density or diversity of project uses or integrate affordable housing • Encourage telecommuting and alternative work schedules • Provide ride-sharing programs to encourage carpooling and vanpooling • Provide local shuttle service • Provide employer-sponsored vanpools or shuttles • Provide pedestrian network improvements • Provide traffic calming measures and low-stress bicycle network improvements • Implement car-sharing (e.g., ZipCar) program • Limit parking supply • Unbundle parking costs from property costs • Institute on-street market pricing for parking

Pedestrian and Bicycle Facilities	• Provide for access to, from, and through the development for pedestrians and bicyclists • Construct Class I bicycle paths, Class II bicycle lanes, and other facilities • Provide secure bicycle parking and shower amenities • Reduce travel lanes on a street to install a two-way left-turn lane and Class II bicycle lanes • Add corner bulbouts, reduce curb radii, add pedestrian refuges, or implement other walking-related improvements
Transit Facilities	• Provide bus turnouts, bus shelters, additional bus stops, and park-and-ride lots • Fund increases in transit service
Parking Facilities	• Design parking facilities to allow free-flow access to and from the street • Provide off-street parking per Town standards or recommendations • Implement shared parking among complementary land uses
Traffic Control Modifications	• Provide for yield or stop control • Evaluate unsignalized intersections with substandard LOS for conversion to roundabout intersection control or for signalization • Provide coordination/synchronization of traffic signals along a corridor • Provide turn-lane channelization through raised islands • Restrict selected turning movements
Street Operations Modifications	• Optimize location of access driveway(s) • Provide improvements to traffic signal phasing, or lengthen existing turning pocket • Provide additional through traffic lane(s), right-turn lane(s), and left-turn lane(s) if they do not adversely impact other modes or induce additional vehicle travel • Reduce travel lanes on a street to install a two-way left-turn lane • Address congestion pricing on roads or within a specific area

Appendix A: Transportation Analysis Report Format Outline

Note: Not all sections are required for all projects. The project applicant shall consult with the Town Traffic Engineer to determine the required sections.

1. Introductory Items
    - Front Cover/Title Page
    - Table of Contents, List of Figures, and List of Tables
    - Executive Summary
2. Introduction
    - Project description
    - Project sponsor/contact info
    - Type and size of development
    - Site plan (include proposed driveways, roadways, traffic control, parking facilities, emergency vehicle access, and internal circulation for vehicles, bicyclists, and pedestrians)
    - Location map (include major streets, study intersections, and neighboring zoning and land uses)
    - Scope of transportation analysis
3. Current Conditions
    - Description of existing street system within project site and surrounding area
    - Location and routes of nearest public transit system serving the project
    - Location and routes of nearest pedestrian and bicycle facilities serving the project
    - Vehicle Miles Traveled Assessment
        - Description of baseline VMT estimates (may include site and regional VMT estimates)
    - Intersection Analysis for Site Access and Circulation Evaluation and CMP Evaluation
        - Figure of study intersections with peak hour turning movement counts, lane geometries, and traffic control

- Map of study area showing average daily traffic (ADT) of study roadways
- Table of existing peak hour average vehicle delay and level of service (LOS)

4. Project Trip Generation
   - Table of project generated trip estimate
   - Figure/map of trip distribution (in percent)
5. Project Site Access and Circulation Evaluation
   - Summary of a detailed site review for all modes of travel
   - Mobility deficiency analysis and summary to vehicle, transit, bicycle, and pedestrian facilities (under Project Conditions and Cumulative Conditions)
   - Summary of transportation improvements

CEQA Transportation Analysis Report Section

6. Vehicle Miles Traveled Assessment
   - Summary of project generated VMT under Baseline Conditions
   - Summary of project's effect on VMT under Future Year Cumulative Conditions
   - Identification of significant impacts
   - Discussion of mitigation measures
   - Evaluation of impacts of mitigation measures
7. Other CEQA Requirements
   - Summary of conflicts with a plan, ordinance, or policy addressing the circulation system, including transit, roadways, bicycle lanes, and pedestrian paths. Present mitigation measures, as needed.
   - Evaluation of hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment). Present mitigation measures, as needed.
   - Emergency access evaluation. Present mitigation measures, as needed.

Local Transportation Analysis Report Section

8. Existing with Project Conditions

- Maps of study area with applicable peak hour turning movements (Project Only and Existing with Project Conditions)
- Table of Existing Conditions and Existing with Project Conditions intersection peak hour average vehicle delay and LOS (or other multimodal performance measure)
- Traffic signal and other warrants
- Changes/Deficiencies to bike, pedestrian, and transit networks
- Findings of project deficiencies
- Improvements for project deficiencies (include a map showing physical improvements)
- Scheduling and implementation responsibility of improvements
- Deficiencies of proposed improvements

9. Background Conditions
   - Table of trip generation for approved project(s)
   - Figure and/or table of approved projects trip distribution (in percent)
   - Map of study area with applicable peak hour turning movements (Background Conditions)
   - Table of intersection peak hour average vehicle delay and LOS (or other multimodal performance measure) (including queue lengths, etc)
   - Changes/deficiencies to bike, pedestrian, and transit networks
   - Traffic signal and other warrants
10. Background with Project Conditions
    - Similar content to Existing with Project Conditions
11. Cumulative Conditions and Cumulative with Project Conditions
    - Map of study area with Cumulative Conditions peak hour turning movements
    - Map of study area with Cumulative with Project Conditions peak hour turning movements
    - Table of Cumulative Conditions and Cumulative with Project Conditions intersection peak hour average vehicle delay and LOS (or other multimodal performance measure)
    - Changes/Deficiencies to bike, pedestrian, and transit networks
    - Traffic signal and other warrants
    - Findings of project deficiencies
    - Improvements for project deficiencies (include a map showing physical improvements)
    - Scheduling and implementation responsibility of improvements
    - Deficiencies of proposed improvements

Additional Sections for Transportation Analysis Report

12. Construction Deficiencies
    - Trips due to construction workers
    - Truck trips and truck access routes
13. Phasing Deficiencies (For Large Projects Only)
14. Appendices
    - List of references
    - List of authors
    - Pedestrian, bicycle, and vehicle counts
    - Technical calculations for all analyses

Attachment 2 - ~~Traffic~~ Transportation Mitigation Improvements Project List

Project Name	Category	Description	Cost Estimate ($2024)	Estimated Funding from Other Source	Unfunded Cost or Town Share
State Route 17 Corridor Congestion Relief Project [1]	Safety and Capacity Improvements	Modify the SR 17/SR 9 interchange's on- and off-ramps Implement advance transportation technology Install traffic signals control system, traveler information system, and ramp meters	$ 171,600,000	$ 154,440,000	$ 17,160,000
Shannon Rd Widening and Safety Improvements	BPMP Priority Projects	Add shoulders and retaining wall between Santa Rosa Drive and Diduca Way.			
Union Avenue Widening and Sidewalks	BPMP Priority Projects	Add sidewalks and bike lanes between Blossom Hill Road to Lynne Ave	$ 4,413,397	$ -	$ 4,413,397
Traffic Signal Modernization Program	Traffic Signal	Smart Signals Project will modernize and upgrade the Town's traffic signals/communications equipment to provide real-time data for the advanced traffic management and adaptive traffic control systems	$ 30,000,999	$ -	$ 30,000,999
Highway 17 Bicycle & Pedestrian Overcrossing	BPMP Priority Projects	Overcrossing of SR-17 south of Blossom Hill Road	$ 30,160,000	$ 4,457,880	$ 25,702,120
Kennedy Sidewalk & Bike Lanes	BPMP Priority Projects	Add sidewalks and Class II bicycle lanes from Los Gatos Bld to Englewood Ave	$ 3,389,360	$1,872,990	$ 1,516,370
Sidewalk Gap Filling Projects	Other BPMP Projects - New Facilities	Fill gaps in sidewalks, multiple locations on Town-wide circulation network	$ 820,741	$ -	$ 820,741
New and Expanded Bicycle and Pedestrian Facilities (Non Priority Projects)	Other BPMP Projects - New Facilities	Construct new bicycle lanes, cycle tracks and multiuse paths	$ 6,284,007	$ -	$ 6,284,007
Los Gatos Almaden Road Complete Streets Improvements	Complete Streets (Carryover)	Fill gaps in sidewalks between Peach Blossom Lane and Camino del Cerro	$ 4,413,397		$ 4,413,397
Los Gatos Boulevard Multimodal Widening	Complete Streets (Carryover)	Add sidewalks and bicycle lanes between Samaritan Drive and Camino Del Sol	$ 726,960		$ 726,960
Parking Program Implementation	Lighting and Signage	Add lighting, signage, and other project elements	$ 416,000		$ 416,000
Bicyle and Pedestrian Improvements Program -Safety Improvements	Other BPMP Projects - Bicyclist and Pedestrian Safety	High visibility crosswalks, midblock crossings, pedestrian beacons, and other project elements on Town-wide circulation network	$ 1,060,123	$ -	$ 1,060,123
Priority Projects from Bicycle and Pedestrian Master Plan	BPMP Priority Projects	Work towards implement priority projects from BPMP as feasible	$ 96,175,611	$ -	$ 96,175,611
Blossom Hill Road/Belgatos Signal	Traffic Signal	New Signal	$ 1,511,120	$ -	$ 1,511,120
Los Gatos Blvd/Burton	Traffic Signal	Signal Upgrade	$ 709,280	$ -	$ 709,280
University/Andrews Signal	Traffic Signal	Signal Upgrade	$ 1,349,920	$ -	$ 1,349,920
			$ 353,030,916	$ 160,770,870	$ 192,260,046

~~Source~~	~~Description~~	~~Estimated Project Cost (2014 $)~~	~~Growth Related Project Cost Share~~	~~Mitigation Impact Fee Eligible Cost~~
~~GP/VTP 2035~~	~~Blossom Hill Rd and Union Ave Intersection Improvements~~	~~$ 1,200,000~~	~~90.00%~~	~~$ 1,080,000~~
~~GP/VTP 2035~~	~~Los Gatos - Almaden Rd Improvements~~	~~$ 3,000,000~~	~~50.00%~~	~~$ 1,500,000~~
~~GP/VTP 2035~~	~~Los Gatos Blvd Widening - Samaritan Dr to Camino Del Sol - Road widening, new sidewalks and bike lanes~~	~~$ 4,000,000~~	~~50.00%~~	~~$ 2,000,000~~
~~GP/VTP 2035~~	~~Union Ave Widening and Sidewalks - complete ped and bike routes~~	~~$ 3,000,000~~	~~50.00%~~	~~$ 1,500,000~~
~~GP/VTP 2035~~	~~Wood Rd Gateway on Santa Cruz Ave - roundabout~~	~~$ 1,200,000~~	~~50.00%~~	~~$ 600,000~~
~~GP/VTP 2035~~	~~Central Traffic Signal Control System~~	~~$ 750,000~~	~~9.68%~~	~~$ 72,600~~
~~GP/VTP 2035~~	~~Hwy 9 Los Gatos Creek Trail connector - new path and bridge for ped/bike~~	~~$ 1,000,000~~	~~50.00%~~	~~$ 500,000~~
~~GP/VTP 2035~~	~~Hwy 9/N. Santa Cruz Ave Intersection Improvements~~	~~$ 1,400,000~~	~~90.00%~~	~~$ 1,260,000~~
~~CIP~~	~~Roberts Road Improvements from bridge to University~~	~~$ 600,000~~	~~50.00%~~	~~$ 300,000~~
~~CIP~~	~~Pollard Road Widening from Knowles to York Avenue~~	~~$ 2,500,000~~	~~50.00%~~	~~$ 1,250,000~~
~~CIP~~	~~Sidewalks infill - Van Meter, Fischer and Blossom Hill Schools~~	~~$ 1,000,000~~	~~50.00%~~	~~$ 500,000~~
~~CIP~~	~~Winchester Blvd/Lark Avenue Intersection Improvements~~	~~$ 850,000~~	~~90.00%~~	~~$ 765,000~~
~~CIP~~	~~Westbound Lark to Hwy 17 northbound ramps - add two right-turn lanes~~	~~$ 3,750,000~~	~~90.00%~~	~~$ 3,375,000~~
~~CIP~~	~~Unfunded Deferred Street Maintenance (Annual PMS Survey)~~	~~$ 10,500,000~~	~~9.68%~~	~~$ 1,016,400~~

GP	Lark/Los Gatos Intersection Improvements - Add Third Left Turn Lanes for Eastbound and Northbound Approaches	$ 1,200,000	90.00%	$ 1,080,000
GP	Complete Street Improvements - Lark from Garden Hill to Los Gatos Blvd	$ 2,100,000	50.00%	$ 1,050,000
GP	Complete Street Improvements - SR 9 from University to Los Gatos Blvd	$ 650,000	50.00%	$ 325,000
GP	Complete Street Improvements - Blossom Hill Road from Old Blossom Hill Road to Regent Drive	$ 3,000,000	50.00%	$ 1,500,000
GP	Complete Street Improvements - Knowles from Pollard to Winchester	$ 2,000,000	50.00%	$ 1,000,000
GP	Complete Street Improvements - Winchester from Blossom Hill to Lark	$ 1,500,000	50.00%	$ 750,000
GP	Blossom Hill Road widening over Highway 17	$ 2,000,000	50.00%	$ 1,000,000
GP	Local Bikeway Improvements	$ 750,000	50.00%	$ 375,000
Notes:	Total	**$ 47,950,000**		**$ 22,799,000**
VTP = Valley Transportation Plan, 2035 by Santa Clara Valley Transportation Authority.				
Town CIP = Town of Los Gatos, Capital Improvement Program and pending construction project list.				
Source: Town of Los Gatos.				

Attachment 3 - VMT REDUCTION STRATEGIES

For projects that would generate Vehicle Miles Traveled (VMT), one or more VMT reduction strategies shall be required to reduce VMT of the project. Examples of VMT reduction strategies are provided below. The VMT reduction strategies are organized by their relative scale for implementation (i.e., individual site level, Town-wide level, and regional level).

INDIVIDUAL SITE LEVEL

- **Encourage Telecommuting and Alternative Work Schedules:** This strategy relies on effective internet access and speeds to individual project sites/buildings to provide the opportunity for telecommuting. This strategy would reduce commute VMT but also result in a change in VMTfor other travel purposes; thus, this strategy should consider the net change in the Town's project-generated VMT.
- **Provide Ride-Sharing Programs:** This strategy focuses on encouraging carpooling and vanpooling by project site/building tenants.
- **Implement Car-Sharing Program:** This strategy reduces the need to own a vehicle or reducesthe number of vehicles owned by a household by making it convenient to access a shared vehicle for those trips where vehicle use is essential. Examples include programs like ZipCar,Car2Go, and Gig.
- **Provide Employer-Sponsored Vanpool/Shuttle:** This strategy relies on employers purchasing orleasing vans or shuttles, and often subsidizing the cost of at least program administration, if notmore. Vanpools typically service employee's commute to work, while shuttles service nearby transit stations and surrounding commercial centers. Scheduling and rider charges, if any, are within the employer's purview. A supplemental strategy may include facilitating or enhancing the service by improving the shuttle stops and biking/walking paths to the stops.

TOWN-WIDE LEVEL

- **Provide Bicycle and Pedestrian Network Improvements:** This strategy focuses on creating a comprehensive bicycle and pedestrian network within the project and connecting to nearby destinations. Projects in Los Gatos tend to be smaller so the emphasis of this strategy would likely be the construction of network improvements that connect the project site directly to nearby destinations. Alternatively, implementation could occur through an impact fee programor benefit/assessment district based on regional or local plans such as the *Bicycle and Pedestrian Master Plan*.
- **Provide Local Transit or Microtransit Solutions:** This strategy focuses on providing transit solutions that serve the local circulation needs and connections to key regional destinations. The service would connect to transit hubs, schools, commercial centers, and residential areas to improve transit connectivity and address the "first/last mile"

problems. The service may be in the form of a local shuttle, microtransit service using dynamic routing and scheduling, fare subsidies to private transportation network companies (TNCs) or taxi companies, or other service delivery methods. The service may be open to all or target a special population, such as seniors, disabled or students. The implementation of this strategy may require regional or private partnership.

- **Provide Transit Signal Priority:** This strategy would upgrade the Town's traffic signals along transit corridors to provide transit signal priority to improve transit bus travel time.
- **Improve Biking and Walking Paths to Bus Stops and Transit Amenities:** This strategy improves the biking and walking paths to bus stops, enhances amenities at bus stops such as shelters, benches, and ADA accessible loading areas.
- **Provide Traffic Calming Measures:** This strategy combines the California Air Pollution Control Officers Association (CAPCOA) research focused on traffic calming with new research on providing a low-stress bicycle network. Traffic calming creates networks with low vehicle speeds and volumes that are more conducive to walking and bicycling. Building a low-stress bicycle network produces a similar outcome. One potential change in this strategy over time is that ebikes (and e-scooters) could extend the effective range of travel on the bicycle network,which could enhance the effectiveness of this strategy.
- **Limit Parking Supply:** When combined with companion TDM measures, reduced parking supplydiscourages driving by limiting easy and convenient parking options. Implementation of this strategy may require reducing (or removing) minimum parking requirements and allowing developers to use shared parking strategies.
- **Unbundle Parking Costs from Property Cost:** Unbundling separates parking costs from propertycost, for instance by not including a parking space in a residential unit's rent, or by requiring employers to lease each parking space separately from the building owner. This strategy ensures that the user understands that the cost of driving includes parking and can encourage people to use an alternative mode to save money.
- **Implement Market Price Public Parking (On-Street):** This strategy focuses on implementing a pricing strategy for parking by pricing all on-street parking in central business districts, employment centers, and retail centers. Priced parking would encourage "park once" behaviorand may also result in area-wide mode shifts.

REGIONAL LEVEL

- **Increase Density:** This strategy focuses on increasing density of land uses, where allowed by the General Plan and/or Zoning Ordinance, to reduce distances people travel and provide more travel mode options. This strategy also provides a foundation for many other strategies. For example, densification increases transit ridership, which justifies enhanced transit service.
- **Increase Diversity of Urban and Suburban Developments:** This strategy focuses on

inclusion of mixed uses within projects or in consideration of the surrounding area to minimize vehicle travelin terms of both the number of trips and the length of those trips.

- **Increase Transit Accessibility:** This strategy focuses on encouraging the use of transit by locating a project with high density near transit. A project with a residential/commercial center designed around a bus station is referred to as a transit-oriented development (TOD).
- **Integrate Affordable and Below Market Rate Housing:** This strategy provides greater opportunities for lower income families to live closer to job centers since income effectsprobability that a commute will take transit or walk to work.
- **Increase Transit Service Frequency/Speed:** This strategy focuses on improving transit service convenience and travel time competitiveness with driving. Given existing land use density in LosGatos, this strategy may be limited to traditional commuter transit where trips can be pooled at the start and end locations, or it may require new forms of demand-responsive transit service. Note that implementation of this strategy would require regional or local agency implementation, substantial changes to current transit practices, and would not likely be applicable for individual development projects.
- **Implement Area or Cordon Pricing:** This strategy focuses on implementing a cordon (i.e., boundary) pricing scheme, where a cordon is set around a specific area to charge a toll to enterthe area by vehicle. The cordon location is usually the boundary of an area with limited points of access. The cordon toll may be constant, applied during peak periods, or be variable, with higher prices during congestion peak periods. The toll can also be based on a fixed schedule or be dynamic, responding to real-time congestion levels. Note that implementation of this strategy requires alternative modes of travel that are available and reliable, such as high-qualitytransit infrastructure.

Attachment 4 - DEFINITIONS

Land use entitlements shall mean entitlement changes in use requiring discretionary approval by Los Gatos, which include General Plan amendments, specific plans (and related amendments), zoning changes, use permits, planned developments, and tentative subdivision maps.

Land Use Projects or Development shall mean residential or nonresidential improvements on a site.

Existing development shall mean any already existing habitable residential or nonresidential building or projects which rebuild or remodel the existing development without increasing the trips generated. No fee shall be charged for development already existing.

Expansion of use, to determine traffic increases, shall include any increase in the number of living units, gross floor area in a nonresidential development and/or any intensification of use which increases trips generated.

Transportation improvements shall mean those improvements to the transportation facilities and related actions necessary to implement the transportation element of the Town's general plan and any applicable specific plan.

Site shall mean a plot of ground consisting of one (1) or more lots or parcels on which a common improvement is proposed or exists.

Trip generation rate shall mean the number of vehicle trips over a weekday twenty-four-hour period generated by a particular type of land use and shall be expressed in terms of the number of acres or square feet of land for each land use category. The Town Engineer may exercise reasonable discretion to establish recommended trip generation rates for land use categories consisting of groupings of land uses having similar use and functional characteristics. When the trip generation rate is multiplied by the amount of land, the number of trips, both incoming and outgoing, shall be estimated.

Average Daily Trips (ADT) shall mean the total number of trips, both in-bound and out-bound, within a 24-hour weekday period, generated by a particular use or development.
Pass-By Trip: Trips generated by the proposed Project that would be attracted from traffic passing the proposed project site on an adjacent street that contains direct access to the Project.

Peak Hour Trips shall mean vehicle trips, both in-bound and out-bound, occurring during a 60-minute period either during the A.M. Peak (7 A.M. to 9 A.M.) or the P.M. Peak (4 P.M. to 6 P.M.), generated by a particular use or Project.

Specialty Retail. Specialty Retail uses are defined as walk-in and impulse businesses such as juice bars, yogurt shops, coffee shops, donut shops, and similar uses which do not generally serve meals and have limited or no seating. Specialty Retail uses are defined under this policy for purposes of establishing trip generation data and this definition does not provide any land use or zoning guidance.

Use shall mean the purpose for which a site or structure is arranged, designed, intended, constructed, erected, moved, altered or enlarged or for which either a site or a structure is or may be occupied or maintained.

Vehicle Trip End shall mean an incoming or outgoing trip going to or coming from anywhere within the Town or outside the Town.

CEQA shall mean the California Environmental Quality Act. These terms are reserved for definitions per the CEQA Guidelines: significance criteria, significant impact, and mitigation measures.

Local Transportation Analysis shall mean analysis to assess potential mobility deficiencies caused by new developments on the local roadway performance, following the Town's transportation policies. These terms are reserved for Local Transportation Analysis: threshold or performance standard, deficiency, and mitigation improvement.

Vehicle Miles Traveled (VMT) is a metric that accounts for the number of vehicle trips generated times the length or distance of those trips. VMT is an accessibility performance metric that evaluates the changes in land use patterns, regional transportation systems, and other built environment characteristics.

Level of Service (LOS) is a metric that assigns a letter grade to network performance. The typical application is to measure the average amount of delay experienced by vehicle drivers at an intersection during the most congested time of day and assign a report card range from LOS A (fewer than 10 seconds of delay) to LOS F (more than 80 seconds of delay). Vehicle level of service is used to measure vehicle mobility.

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 09/16/2025

DATE: September 16, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Councilmember Request to Discuss E-Bike Safety and Consider Direction Related to Education, Registration, Legislation, and Enforcement.**

RECOMMENDATION: Discussion of E-bike safety and consideration to direct a future item being agendized regarding a proposal to enhance e-bike safety.

STRATEGIC PRIORITIES:

N/A

FISCAL IMPACT:

None. This is a discussion only requested by two Councilmembers.

BACKGROUND:

During the Town Council meeting of September 2, 2025, Vice-Mayor Rob Moore and Councilmember Maria Ristow requested the Town Council agendize a discussion of a plan to address E-bike safety.

In coordination with the Mayor, the item is being agendized under Council Matters.

DISCUSSION:

Attachment 1 provides the proposal submitted by Vice Mayor Rob Moore and Councilmember Maria Ristow.

CONCLUSION:

The item is being heard in accordance to the Town Council's policy addressing agendizing matters before the Town Council.

PREPARED BY: Chris Constantin
Town Manager

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Finance Director

COORDINATION:

This report was coordinated with the Town Manager's Office and the Mayor.

ENVIRONMENTAL ASSESSMENT:

The proposed project does not qualify as a project under CEQA.

Attachments:

1. E-Bike Safety Proposal

Memorandum

To: Mayor Hudes and Los Gatos Town Council

CC: Town Manager, Chief of Police, Town Attorney, Town Clerk

From: Vice Mayor Rob Moore and Councilmember Maria Ristow

Subject: E-Bike Safety

Background:

Over the past few years, the use of e-bikes and e-motorcycles in Los Gatos has risen significantly, especially among younger riders. Residents in Los Gatos have observed students behaving in unsafe ways and sometimes engaging in anti-social behavior while riding two-wheeled electric vehicles. While there has not been a dramatic increase in juvenile injuries locally, the risk of a serious injury is substantial. National Institutes of Health data shows that e-bike riders have 2.4 times greater odds of severe injury than traditional cyclists. Furthermore, many minors don't understand the rules of the road and their brains are not fully developed. Marin County has reported that 35% of e-bike crashes between October 2023 and March 2024 involved riders under 16 years old. Tragically, riders aged 10 to 15 have five times the crash rate of adults. Recent statistics show cyclist deaths continue to rise in the US, with e-bikes representing an increasing percentage of these incidents, particularly among younger riders.

Even legal Class 2 e-bikes present safety challenges over Class 1 and solely human-powered bicycles. Class 2 e-bikes can reach speeds of 20 MPH using throttle power alone (no pedaling required) and many can be modified to exceed their legal speed limits. Due to the throttle, they are easier for inexperienced riders to operate at high speeds and they don't require the same physical effort as Class 1 e-bikes, potentially leading to less cautious operation.

Contributing to the increased risk to riders and bystanders, is the recent proliferation of e-motorcycles. While traditional e-bikes (Class 1, Class 2, and Class 3) are legal and well regulated by the State of California and in the Town of Los Gatos, e-motorcycles are unregulated, throttle-operated electric vehicles that are not street legal. They often don't have pedals, can travel up to 60 MPH, and can be purchased online from sites like Alibaba. These e-motorcycles usually cost between $3,000 and $7,000, meaning that most of the time, teenagers are not purchasing these vehicles themselves: their parents are purchasing them for their children. There are a variety of quality educational resources available to students and parents in Los Gatos, but oftentimes they are not made to guide purchasing decisions.

The Los Gatos-Monte Sereno Police Department (LGMSPD) has made significant efforts to safely enforce the law and curb dangerous e-bike and e-motorcycle behavior in Los Gatos. Recently, during the start of the school year, the Police Department increased its visibility at local schools to promote safety among Los Gatos students. Additionally, Los Gatos School Resource Officers continue engaging in proactive education including bike rodeos happening in fall in partnership with Safe Routes to School. Several dozen citations were issued during the first week of school, however the problem persists.

The Town of Los Gatos has an obligation to ensure that the children of our community don't

inadvertently make a life-altering decision.

Recommendation:

To increase the safety for all road and trail users in Los Gatos, we recommend a four pronged approach: education, registration, legislation, and enforcement.

1. **Education - Buyer's Guide:** Education is a critical aspect of limiting the prevalence of illegal e-motorcycles in Los Gatos. To accomplish this, the Town of Los Gatos should create a "buyer's guide" specifically targeted at parents, but accessible to all. This buyer's guide should have specific recommendations about the kinds of e-bikes that are safe and legal, and where you can buy these legal e-bikes in town. It should also specifically give examples of the common brands of e-bikes/ e-motorcycles that are illegal such as Surron and Talaria with photos, as well as flagging legal class 2 e-bikes that can be hacked to exceed 20 mph.
    - The Town of Los Gatos should work with Los Gatos' three local bike shops (Summit Bikes, Mike's Bikes, and Specialized Bikes) to promote these shops as where to buy legal e-bikes in Los Gatos. These bike shops have also demonstrated an interest in doing more to promote safe, legal bike riding behavior in Los Gatos.
2. **Registration Program:** Decreasing the quantity of illegal e-motorcycles going to and from local schools could make a significant difference in curbing their prevalence. The Town of Los Gatos should work with Los Gatos High School, Los Gatos middle schools, and Los Gatos Safe Routes to Schools to create an e-bike registration program. Only legal Class 1, 2, and 3 would be eligible for registration. This program should require that all e-bikes ridden by students to Los Gatos schools are registered, and registered riders could receive a large, colored sticker for their e-bike. The registration could utilize the Town's existing online registration resources.
    - After this program has been put in place, school staff and Los Gatos School Resource Officers will be able to begin enforcing only allowing registered e-bikes to be parked on campus. Illegal e-motorcycles would not be able to be registered, and could therefore be banned from campus.
3. **Support Legislation:** Part of the challenge with addressing hazards from e-bikes and e-motorcycles in Los Gatos is limited state regulations from the State of California. Accordingly, the Town of Los Gatos should support statewide legislation to better address this issue.
    - First, the Town of Los Gatos should work with our state legislators to expand the Marin County e-bike pilot to Santa Clara County. AB 1778 allows Marin County to enact a pilot program that bans anyone under 16 years old from riding Class 2 e-bikes, thus putting the same regulations in place for both Class 2 and 3 e-bikes.
    - Second, the Town of Los Gatos should support AB 875. AB 875, authored by Assemblymember Al Muratsuchi, would provide law enforcement officers more latitude to remove and impound illegal e-motorcycles. This legislation is supported by the California Police Chiefs Association.
    - Further legislation efforts could include expansion of AB 2234, the San Diego Electric Bicycle Safety Pilot Program, that prohibits a person under the age of 12 from operating any electric bicycle.
4. **Enforcement:** The Town of Los Gatos should explore taking legislative action to align an E-bike Ordinance with the Town's Social Host Ordinance.

- Doing so would allow for the Town to issue up to a $1,500 administrative citation for parents of a juvenile found in violation of e-bike laws.

*Simplistic example of how to structure a Buyer's Guide:

Illegal	Can be converted to be illegal	Legal
● All Surron e-motos ● All Talaria e-motos ● Segway Xyber	● Super73	● Electra ● Trek ● Specialized ● Gazelle

Note: The three bike shops in Los Gatos only sell street-legal e-bikes. **Shop locally, shop legally!**